

City of Las Vegas

Agenda Item No. 77

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding Temporary Approval of a new Psychic Art and Science License subject to the provisions of the fire codes, Harry W. Kindness III, dba Harry W. Kindness III, 6848 West Charleston Boulevard, Harry W. Kindness, III, 100% - Ward 1 (Moncrief)

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

Discussion and possible action regarding Temporary Approval of a new Psychic Art and Science License

RECOMMENDATION:

Recommendation will be given following discussion of this item at the City Council meeting

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Harry W. Kindness
3. Map

MOTION:

REESE - Motion to bring forward and STRIKE Items 30, 48, 71, and 77 - UNANIMOUS

MINUTES:

There was no related discussion.

(9:35 - 9:37)

1-958

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES

ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Psychic Art and Science License subject to the provisions of the fire codes, Harry W. Kindness III, dba Harry W. Kindness III, 6848 West Charleston Boulevard

The applicant is requesting approval of a temporary license as provided by LVMC 6.06.051, which reads as follows:

(A) City Council may grant a temporary license pending its decision regarding a license application in order to determine:

- (1) The applicant's fitness for a license; and
- (2) The appropriateness of the applicant's business location.

(B) A temporary license shall not be granted under this Section unless:

- (1) All principals required to be approved for suitability have submitted a complete investigation packet for determination of suitability and paid all applicable fees;
- (2) The Director makes a preliminary finding that all of the principals of the business are suitable; and
- (3) The applicant has submitted a completed and accurate license application and has paid all required application fees.

The attached letter dated October 16, 2003 from the applicant outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on October 15, 2003. Based on a review of the applicant's SCOPE printout and the fact that he has held a psychic art license with Clark County since January 2002, we have determined that the applicant is preliminarily suitable to hold a temporary psychic art and science license until the investigation is complete.

In the event the Special Investigations Section, Las Vegas Metropolitan Police Department, should develop an area of concern with this applicant this item will be brought back before the Council for appropriate action.

10-16-03

To Whom This May Concern:

I Harry Lindner would like a request for a temporary license. So I may work at Psychic Eye.

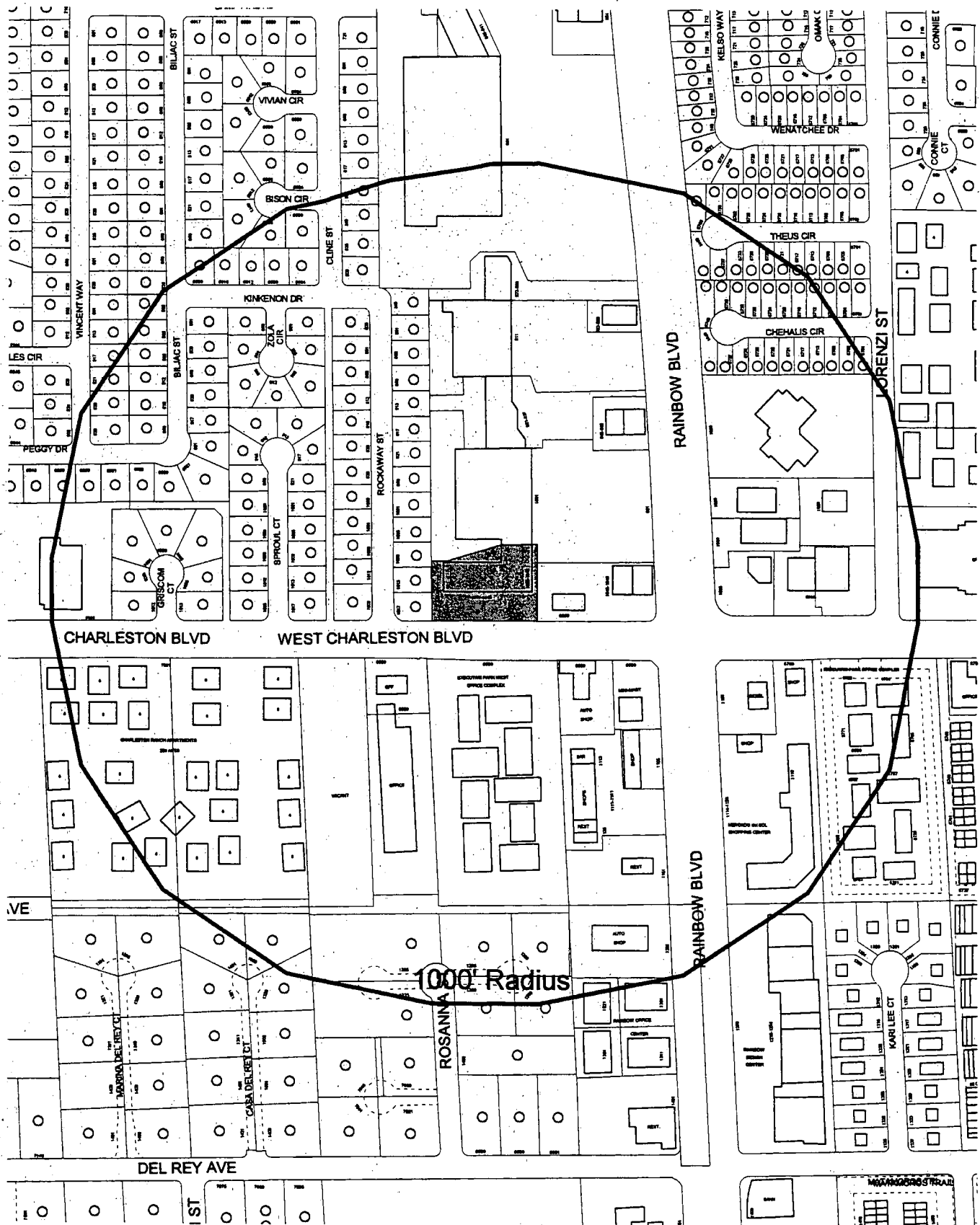
I have a County license, which I need a City license to work at the Psychic Eye on 6848 W. Charleston Blvd.

I am a sole provider.

Thank You

Harold W Lindner

Harry W. Kindness, III



City of Las Vegas

Agenda Item No. 78

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #1709, 947 South Rainbow Boulevard, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #150 - SUP-2985] - Ward 1 (Moncrief)

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

Discussion and possible action regarding a new Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning codes

BACKUP DOCUMENTATION:

None

MOTION:

MONCRIEF – APPROVED as recommended – UNANIMOUS

MINUTES:

DAVID BENJAMIN, 4530 Meadows Lane, was present representing the applicant.

NOTE: All discussion related to Item 150 [SUP-2985] and Item 78 [Class II Secondhand Dealer License, Gamestop, Inc.] was held under Item 150 [SUP-2985].

(2:43 – 2:44)

5-197

City of Las Vegas

Agenda Item No. 79

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #457, 4750 West Sahara Avenue, Suite 1, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #151 - SUP-2987] - Ward 1 (Moncrief)

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

Discussion and possible action regarding a new Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning codes

BACKUP DOCUMENTATION:

None

MOTION:

MONCRIEF – APPROVED as recommended – UNANIMOUS

MINUTES:

DAVID BENJAMIN, 4530 Meadows Lane, was present representing the applicant.

NOTE: All discussion related to Item 151 [SUP-2987] and Item 79 [Class II Secondhand Dealer License, Gamestop, Inc.] was held under Item 151 [SUP-2987].

(2:44 – 2:45)

5-236

City of Las Vegas

Agenda Item No. 80

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: FINANCE AND BUSINESS SERVICES****DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #867, 4530 Meadows Lane, Suite C-2, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #149 - SUP-2984] - Ward 1 (Moncrief)

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

Discussion and possible action regarding a new Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning codes

BACKUP DOCUMENTATION:

None

MOTION:

MONCRIEF - APPROVED as recommended - UNANIMOUS

MINUTES:

DAVID BENJAMIN, 4530 Meadows Lane, was present representing the applicant.

NOTE: All discussion related to Item 149 [SUP-2984] and Item 80 [Class II Secondhand Dealer License, Gamestop, Inc.] was held under Item 149 [SUP-2984].

(2:41 - 2:43)

5-112

City of Las Vegas

Agenda Item No. 81

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☐ **CONSENT**☒ **DISCUSSION****SUBJECT:**

Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #1702, 161 North Nellis Boulevard, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #152 - SUP-2988] - Ward 3 (Reese)

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

Discussion and possible action regarding a new Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning codes

BACKUP DOCUMENTATION:

None

MOTION:

REESE – APPROVED as recommended – UNANIMOUS with MONCRIEF not voting

NOTE: COUNCILMAN MACK disclosed that he is a consultant for SuperPawn, owned by his brother, STEVEN MACK. The SuperPawn is located nearby and because he does not feel this request would impact his brother's business or store, he feels comfortable voting.

MINUTES:

DAVID BENJAMIN, 4530 Meadows Lane, was present representing the applicant.

NOTE: All discussion related to Item 152 [SUP-2988] and Item 81 [Class II Secondhand License, Gamestop, Inc.] was held under Item 152 [SUP-2988].

(2:44 – 2:45)

5-236

City of Las Vegas

Agenda Item No. 82

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a new Class II Secondhand Dealer License subject to the provisions of the planning codes, Gamestop, Inc., dba Gamestop #495, 3115 North Rainbow Boulevard, David A. Benjamin, District Mgr [NOTE: Item to be heard in the afternoon session in conjunction with Item #148 - SUP-2983] - Ward 3 (Reese) (NOTE: Corrected at meeting to Ward 6 [Mack])

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

Discussion and possible action regarding a new Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval subject to the provisions of the planning codes

BACKUP DOCUMENTATION:

None

MOTION:

MACK – APPROVED as recommended – UNANIMOUS

NOTE: Under Item 148 for Items 148 and 82, COUNCILMAN MACK disclosed that he is a consultant for SuperPawn, owned by his brother, STEVEN MACK. The SuperPawn is located nearby and because he does not feel this request would impact his brother's business or store, he feels comfortable voting.

MINUTES:

DAVID BENJAMIN, 4530 Meadows Lane, was present representing the applicant.

Under Item 148, ROBERT GENZER, Director, Planning and Development Department, noted that the ward number on related Item 82 was incorrectly stated. It should reflect Ward 6.

NOTE: All discussion related to Item 148 [SUP-2983] and Item 82 [Class II Secondhand Dealer License Gamestop, Inc.] was held under Item 148 [SUP-2983].

(2:39 – 2:41)

5-45

City of Las Vegas

Agenda Item No. 83

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: LEISURE SERVICES****DIRECTOR: BARBARA P. JACKSON, DPA** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:**

Discussion and possible action on an agreement between the Greater Las Vegas After-School All-Stars (formerly Greater Las Vegas Inner City Games) and the City of Las Vegas - All Wards

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

In an effort to continue providing community programming for inner city youth, the Greater Las Vegas After-School All-Stars (GLVASAS) approached the City of Las Vegas and Clark County about the possibility of joining their existing agreements with the Clark County School District (CCSD) for use of school facilities during non-school hours. The agreement would specify the terms by which they (GLVASAS) would operate and would not hinder the programming currently offered by the governmental entities. The attached agreement specifies terms between the City of Las Vegas and GLVASAS

RECOMMENDATION:

Staff recommends City Council approval

BACKUP DOCUMENTATION:

1. Agreement between GLVASAS and the City of Las Vegas
2. Agreement between GLVASAS and Clark County

MOTION:

REESE - ABEYANCE to 11/19/2003 - UNANIMOUS

MINUTES:

COUNCILMAN REESE requested abeyance.

There was no further discussion.

(11:40 - 11:41)

2-2341

ACTION TAKEN

not signed
2/25/04
rwd

Date

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2003, by and between Greater Las Vegas After-School All Stars, formerly known as "Greater Las Vegas Inner-City Games" (herein "GLVASAS") and the City of Las Vegas, a municipal corporation of the State of Nevada (herein "CLV").

RECITALS

WHEREAS, GLVASAS is a Nevada nonprofit organization which seeks to provide opportunities for inner-city youths to participate in after-school and summer sports, education, cultural and community enrichment programs and activities; and

WHEREAS, CLV, under the auspices of the Department of Leisure Services, provides community youth programs and activities which are similar to that provided by GLVASAS; and

WHEREAS, GLVASAS schedules its inner-city youth programs and activities throughout the Las Vegas Valley at various times of the year; and

WHEREAS, CLV, through a Community Access Agreement with Clark County School District ("CCSD"), has use of various school sites during non-school hours; and

WHEREAS, GLVASAS desires to use some of the school sites for its inner-city programs and activities; and

WHEREAS, CLV finds that the public will enjoy substantial benefits by allowing GLVASAS to operate its inner-city youth programs and activities at the various school sites designated by the City pursuant to the provisions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Authorization. The CLV hereby authorizes GLVASAS to operate its inner-city youth programs and activities at the school sites to be designated in writing by the Director of the Department of Leisure Services subsequent to the execution of this Agreement. GLVASAS agrees to use the designated school sites only for the purpose of operating its inner-city youth programs and activities, and only for the dates and period of times stated in the written designation.

2. GLVASAS Responsibilities. In consideration for the authorization granted under Section 7 of this Agreement, GLVASAS agrees to be responsible for the following:

- a. GLVASAS will provide clean up, maintenance and security for the school sites designated for its use. Any custodial expenses billed to the CLV by the Clark County School District (CCSD) will be the responsibility of GLVASAS if related to CLVASAS inner-city youth programs and activities.

- b. GLVASA, its employees, and subcontractors, shall use the school sites in a safe, careful and lawful manner to ensure that its participants and invitees will not allow any act to be done during the scheduled use which will alter, mar, deface, or damage any part of the school sites used by GLVASA or other property provided by the CLV.
- c. GLVASAS will be responsible for all costs, arrangements and equipment related to its inner-city youth programs.
- d. GLVASAS agrees to reimburse CLV within ten (10) days of receipt of an invoice for the actual repair and/or clean-up costs incurred by the CLV if the school sites are damaged or vandalized as a result of use by GLVASAS. GLVASAS agrees to reimburse the CLV for any such actual expenses within ninety (90) days after damage or vandalism is reported to GLVASAS.
- e. GLVASAS will require each youth, prior to participation in any of the inner-city programs or activities, to provide a properly executed release form waiving liability against the CLV and CCSD, their officers, agents, and employees, for damages or injuries which may arise as a result of the youth's involvement in the programs or activities.

3. Term. This Agreement shall commence as of the date of execution by the CLV, and shall continue in force and effect until terminated by either party within sixty (60) days prior written notice.

4. Insurance. GLVASAS will provide public liability and property damage insurance naming the CLV and the Clark County School District as additional insured parties thereunder in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million dollars (\$2,000,000) aggregate. The insurance coverage shall be provided by the insurance company which is acceptable to CLV. The Certificate of Insurance shall be provided to CLV prior to use of any school sites by CLVASAS, and shall be endorsed to state that in the event of cancellation of coverage, thirty (30) days written notice will be given to the CLV.

5. Indemnification. In addition to the requirements of Section 4, CLVASAS shall defend, indemnify and hold CLV and CCSD harmless from all claims, costs, loss, or damage of any kind or nature whatsoever arising out of the scheduled use which may be sustained by reason of any act or omission on the part of GLVASAS, its employees, guests, patrons, or invitees, or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable.

It is expressly agreed that the CLVASAS shall defend CLV and in the event that CLVASAS fails to do so, CLV shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs to CLVASAS.

6. Release. GLVASAS hereby surrenders and gives up all right to any claim for compensation for any loss or damage sustained by reason of any defect, deficiency, failure, or impairment of the water supply, drainage, electrical, or refrigeration systems maintained by the CLV or CCSD. The CLV and CCSD shall not be liable for any claim if the Premises are damaged by fire or other casualty, or for any other act, including strikes, utility failure or act of God, which prevents the holding of scheduled use.

7. Compliance with Laws. GLVASAS will comply with all federal, state and local laws applicable to its programs including, but not limited to. Title VII of both the Civil Rights act of 1964 the Americans with Disabilities Act, and with Leisure Services Rules and Regulations.

8. Third Party Beneficiaries. Nothing in this Agreement shall be construed as intended to (i) benefit any person not specifically named as a party hereto, (ii) assume any special duty to provide for the safety of any specific person or (iii) assume any duty other than that imposed by general law.

City of Las Vegas

Greater Las Vegas After-School All-Stars

Oscar B. Goodman, Mayor

Jackie Locks, Executive Director

ATTEST:

Barbara Jo Ronemus, City Clerk

Approved as to form:

Robert S. Sloan 9-19-03
Date

AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of September, 2003, by and between Greater Las Vegas After-School All-Stars (formerly Greater Las Vegas Inner-City Games, referred to as "GLVASAS") and Clark County, a political subdivision of the state of Nevada (referred to as Clark County).

WHEREAS, Greater Las Vegas After-School All-Stars is a Nevada nonprofit organization; **AND**

WHEREAS, Greater Las Vegas After-School All-Stars is a community program providing opportunities for inner-city youth to participate in after-school and summer activities in sports, educational, cultural and community enrichment programs; **AND**

WHEREAS, Clark County Parks and Community Services provides similar community programs and services; **AND**

WHEREAS, Greater Las Vegas After-School All-Stars schedules programs throughout the Las Vegas Valley at various times of the year; **AND**

WHEREAS, Clark County, through a Community Access Agreement with Clark County School District, has use of various school sites during non-school hours; **AND**

WHEREAS, Greater Las Vegas After-School All-Stars is a nonprofit civic organization that desires to use some of the school sites for Greater Las Vegas After-School All-Stars -related activities; **AND**

WHEREAS, the County finds that the public will enjoy substantial benefits from the use of the various sites by Greater Las Vegas After-School All-Stars as described in this Agreement.

NOW, THEREFORE, the parties agree as follows.

I. GENERAL AGREEMENT

GLVASAS shall have the right to use the premises only for GLVASAS Citywide Programs, and only during mutually agreed upon dates and times

II. GLVASAS Responsibilities

- A.** GLVASAS will be responsible for clean up, maintenance and security of the sites during its use. Any custodial expenses billed to the County by Clark County School District (CCSD) will be the responsibility of GLVASAS if related to GLVASAS programs.

- B. GLVASAS, its employees, and sub-contractors, shall use the premises in a safe, careful, and lawful manner, and use reasonable, best efforts to ensure that it's guests, patrons, and invitees will not allow any act to be done during the scheduled use which will alter, mar, deface, or injure any part of the premises, or other property provided by Clark County.
- C. GLVASAS will be responsible for all costs, arrangements, and equipment related to its programs.
- D. GLVASAS will be responsible for actual repair and/or clean-up costs incurred by the County if the facility is damaged or vandalized as a result of this use and GLVASAS agrees to reimburse the County for any such actual expenses within ninety days after damage or vandalism is reported.
- E. GLVASAS will provide public liability and property damage insurance naming Clark County and Clark County School District as co-insured in an amount not less than One Million Dollars (\$1,000,000) per occurrence, Two Million dollars (\$2,000,000) aggregate.
- F. GLVASAS will require each youth, prior to participation in the program, to provide a properly authorized release waiving liability against the County and CCSD and their officers, agents and employees for damages or injuries, which may arise as a result of the youth's involvement in the program.
- G. GLVASAS will comply with all federal, state and local laws applicable to its programs including, but not limited to, Title VII of both the Civil Rights act of 1964 the Americans with Disabilities Act, and with Clark County Parks & Community Services Rules and Regulations.

III. County Responsibilities

The County will allow GLVASAS to use the properties mutually agreed upon by the parties for GLVASAS programs and activities for the dates and times also mutually agreed upon.

IV. Administration

- A. This agreement may be terminated by either party with 60 days prior written notice.
- B. Nothing in this Agreement shall be construed as intended to benefit any person not specifically named as a party hereto, to assume any special duty to provide for the safety of any specific person or to otherwise assume any duty other than that imposed by general law.

- C. GLVASAS shall hold and save the County and CCSD harmless from all claims, costs, loss, or damage of any kind or nature whatsoever arising out of the scheduled use which may be sustained by reason of any act or omission on the part of GLVASAS, its employees, guests, patrons, or invitees, or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable.
- D. GLVASAS hereby surrenders and gives up all right to any claim for compensation for any loss or damage sustained by reason of any defect, deficiency, failure, or impairment of the water supply, drainage, electrical, or refrigeration systems maintained by the County or CCSD. The County and CCSD shall not be liable for any claim if the Premises are damaged by fire or other casualty, or for any other act, including strikes, utility failure or act of God, which prevents the holding of scheduled use.

Clark County

Greater Las Vegas After-School All-Stars

Patricia D. Marchese, Director
Parks & Community Services

Jackie Locks
Jackie Locks, Executive Director

Approved as to legality:

Carolyn Campbell
Deputy District Attorney

City of Las Vegas

Agenda Item No. 84

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: MUNICIPAL COURT**DIRECTOR: JAMES P. CARMANY**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

Discussion and possible action regarding a grant funded Office Specialist II position and matching funding pursuant to Municipal Court's subgrant 2003-VAWG-43 from Violence Against Women Act (VAWA) in the amount of \$35,900 (\$11,967 City matching funds for a total of \$47,867)

Fiscal Impact☐**No Impact****Amount: \$35,900 Grant/\$11,967 City**☐**Budget Funds Available****Dept./Division: Municipal Court/ASED**☒**Augmentation Required****Funding Source: Grant/City General Fund****PURPOSE/BACKGROUND:**

Current literature and leaders of the best practices in the domestic violence intervention and prevention community prove that the most important response to the problem is the judicial response. In compliance with these findings, providing a Pre-Sentence Investigation (PSI) report to the sentencing Judge is a very important mission and service. This innovative project will allow us to document, and qualitatively demonstrate the validity of the practice of incorporating a PSI. Municipal Court has been granted an award to fund an Office Specialist II position to enable the Court's Alternative Sentencing & Education Division to implement a process under which the Court can monitor, track, and report on data related to the pre-sentencing project. Most important, the activities related to documenting the project will then be translated into conducting recidivism reports on Domestic Violence defendants.

RECOMMENDATION:

It is the recommendation of the Municipal Court that City Council approve the Office Specialist II position and the funds to match the grant award.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Subgrant No. 2003-VAWG-43 Award Documents

MOTION:

REESE – APPROVED as recommended - UNANIMOUS

MINUTES:

SANDRA SCOTT, Manager, and WANDA SMITH, Manager, Alternative Sentencing and Education Division, were present. MS. SCOTT commented that she would like to be able to provide reports in order to better inform the judges in terms of sentencing decisions. The grant would allow the employment of an Office Specialist to conduct recidivism studies to see if the program is successful. MAYOR GOODMAN said that it is important for the City to be able to track the services it provides in order to know that monies are being well spent.

*City of Las Vegas***Agenda Item No. 84****CITY COUNCIL MEETING OF NOVEMBER 5, 2003****Municipal Court**

Item 84 – Discussion and possible action regarding a grant funded Office Specialist II position and matching funding pursuant to Municipal Court's subgrant 2003-VAWG-43 from Violence Against Women Act (VAWA) in the amount of \$35,900 (\$11,967 City matching funds for a total of \$47,867

MINUTES – Continued:

MS. SMITH thanked the Council for its support. In addition to being able to do recidivism studies, the position will enable staff to report on the effectiveness of the Pre-Sentence Investigation project, which will be a useful tool to Municipal Court judges and sentencing decisions relating to domestic violence cases.

Being that last month was National Domestic Violence Awareness Month, COUNCILMAN WEEKLY asked if Alternative Sentencing staff has seen a lot of activity. MS. SCOTT answered that she has not seen a major increase in the number of domestic violence incidents. But it is the largest population of offenders for Alternative Sentencing, about 60. COUNCILMAN WEEKLY then asked if all the education and support available for domestic violence has helped to reduce the statistics. MS. SCOTT answered in the affirmative. This position will help the City determine whether it is doing an effective job.

There was no further discussion.

(11:41 – 11:44)

2-2372

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003

DEPARTMENT: MUNICIPAL COURT

ITEM DESCRIPTION: DISCUSSION AND POSSIBLE ACTION REGARDING A GRANT FUNDED OFFICE SPECIALIST II POSITION AND MATCHING FUNDING PURSUANT TO MUNICIPAL COURT'S SUBGRANT 2003-VAWG-43 FROM VIOLENCE AGAINST WOMEN ACT (VAWA) IN THE AMOUNT OF \$35,900

**The following is excerpted from the Alternative Sentencing and Education Division of the Las Vegas Municipal Court Pre-Sentence Investigation Project Presentation to:
The Grant Administrator, Deputy Attorney General Nancy Hart, and
the State of Nevada Domestic Violence Ombudsman, Lori Fralick.**

The Alternative Sentencing and Education Division (ASED) arm of the Court does not have an efficient way to conduct recidivism studies using specific data related to its educational programs or potential grant-funded projects. This carries the strong potential risk of preventing ASED from receiving future grant funds.

The way by which the work responsibilities inherent in the position correlate with the Pre-sentencing project:

In order to demonstrate the effectiveness of incorporating Pre-Sentencing Investigations (PSIs), it is also necessary to document the successful outcomes of the practice. To record the outcomes, it is necessary for a qualified individual to input, monitor, compile, and analyze the data. To that end, the state of Nevada's Attorney General's Grant Administrators have approved a grant-funded position that will enable ASED to report on the project's effectiveness. With this funded position, ASED will be able to demonstrate and document the results based on collected and compiled data.

The Office Specialist II will be responsible for the files of the experimental *and* the control group case files for the purpose of *tracking* the progress of *both* groups through the ASED program, entering data including, but not limited to:

- The demographic information contained on the *Domestic Violence Intake Assessment Form*;
- Whether a pre-sentence report was ordered by the Judge, the need to determine if the defendant's case will be placed in the control group or the experimental group
- Scoring the defendants' pre- and later, the post-tests;
- Evidence of prior instances of domestic violence or other criminal charges were filed and their disposition;
- Elements of the criminogenic risk of future battering based on the court counselor's scoring of the risk assessment tool, which may indicate
 - The frequency with which the offender uses alcohol and other drugs—illegal or prescribed based on a delineation of frequencies
 - The present status and historic employment disposition including military status;
 - The offender's medical and/or mental health history
 - The court counselor's requirements for community agency services and interventions
 - Defendants' attendance at the required classes

City of Las Vegas

CITY COUNCIL MEETING OF NOVEMBER 5, 2003

Municipal Court

Discussion and possible action regarding a grant funded Office Specialist II Position and matching funding pursuant to Municipal Court's subgrant 2003-vawg-43 from Violence Against Women Act (VAWA) in the amount of \$35,900

- Notification of new arrests, charges, or convictions of either the experimental or the control group
- Scores from the customer surveys from the sentencing Judges
- Score from the customer surveys from the experimental and control groups

Data collection sources that the grant-funded Office Specialist II position will use to input, track and compile the data:

- The Defendant's Domestic Violence Intake Form
- Defendant's Case File
- Indication of prior and/or related criminal offenses
- Number of pre-sentence reports ordered by the Judge
- Risk Assessment Reports
- Class Attendance Reports
- Type of selected community referral sources on a per defendant case basis
- Defendant's Progress Reports from community referral sources
- The court counselor I status reports
- Reports of arrest warrants issued

A compilation of the Judges' customer survey reports

Office Specialist Based Outcome Measures

- The staff hired in the grant-funded Office Specialist (OS) position will successfully design and implement a strategy for inputting information collected from the data sources and will have identified the method by which the data will be sorted and compiled within 4 (four) weeks after being oriented about the project and the associated duties.
- The OS, at the end of one year, will have input all of the data elements with at least 95% accuracy based on the information extracted from the data sources and confirmed by the project overseer and/or court counselor staff.
- The OS, will compile a report at the end of 1 (one) year which will include the following:
 - 1) The number of participants that comprise the control group
 - 2) The number of participants that comprise the experimental group
 - 3) The pre-test scores of the experimental group; compared with the test scores of the control group
 - 4) The number of PSIs ordered by the judge
 - 5) The number of defendants in the experimental defendant group that are sentenced to a jail term who fail to follow through with complying with a PSI report
 - 6) The number of defendants in the experimental group that are sentenced to ASED's domestic violence intervention classes

City of Las Vegas

CITY COUNCIL MEETING OF NOVEMBER 5, 2003

Municipal Court

Discussion and possible action regarding a grant funded Office Specialist II Position and matching funding pursuant to Municipal Court's subgrant 2003-vawg-43 from Violence Against Women Act (VAWA) in the amount of \$35,900

- 7) The number of defendants in the experimental group who have been in compliance with the Judge's orders at the end of 1 (one) year regarding attending classes, compliance with community referral sources; compliance with paying fees and fines
- 8) A comparison of the activities and the outcomes of the control group
- 9) The post-test scores of the experimental defendant group as compared with the scores of the control group
- 10) The number of Judges who order a PSI report
- 11) An analysis of the customer survey responses completed by the Judges

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL
FY 2003 VIOLENCE AGAINST WOMEN GRANT

CITY COUNCIL MEETING OF NOVEMBER 5, 2003

PAGE

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GRANT AWARD

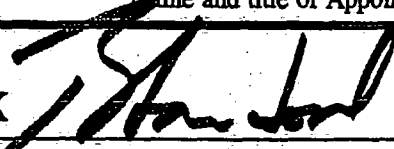
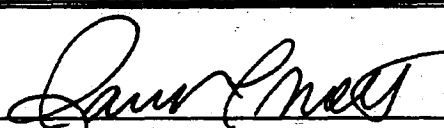
SUBGRANTEE: Las Vegas Muni Court - Alternative Sentencing ADDRESS: 400 Stewart Avenue Las Vegas, Nevada 89101 PROJECT TITLE: Pre-sentencing Project GRANT PERIOD: July 1, 2003 - June 30, 2004 CATEGORY: Courts	SUBGRANT NO.: 2003-VAWG-43 CFDA NO.: 16.588 FEDERAL AWD.# 2003-WF-BX-0215 FEDERAL FUNDS : \$ 35,900.00 MATCHING FUNDS: \$ 11,967.00 TOTAL GRANT AWD: \$ 47,867.00

APPROVED BUDGET FOR PROJECT

CATEGORY	TOTAL PROJECT COSTS
PERSONNEL	35,900.00
CONSULTANT/CONTRACTS	
TRAVEL	
SUPPLIES/OPERATING	
EQUIPMENT	
TRAINING	
OTHER	
MATCH	11,967.00
TOTAL	47,867.00

This award is subject to the federal guidelines established by the Violence Against Women Grants Office, Office of Justice Programs.

☒ **Special Conditions:** This project is approved subject to such special conditions or limitations as set forth on the attached page(s).

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Brian Sandoval, Attorney General	
Name and title of Appointing Official	Name and title of Authorized Official
X 	X  9/29/03
Signature of Approving Official Date: 6-25-03	Signature of Authorized Official Date:



COPY

BRIAN SANDOVAL
Attorney General

STATE OF NEVADA
OFFICE OF THE ATTORNEY GENERAL

100 N. Carson Street
Carson City, Nevada 89701-4717
Telephone (775) 684-1100
Fax (775) 684-1108
ag.state.nv.us
E-Mail: aginfo@ag.state.nv.us

ANN WILKINSON
Assistant Attorney General

June 24, 2003

Sandra C. Scott, Manager
Alternative Sentencing and Education
Las Vegas Municipal Court
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: FY 2003 Violence Against Women Grant Notice

Dear Ms. Scott:

The Office of the Nevada Attorney General received sixty-eight (68) requests totaling more than \$2.5 million in response to the funds available for fiscal year 2003 under the STOP (Services-Training-Officers-Prosecutors) grant program of the Violence Against Women Act.

Your proposal has been thoroughly reviewed and I am pleased advise you that your grant request will be funded this year in the amount of \$35,900.00. The award period for this grant is July 1, 2003 through June 30, 2004.

With respect to your project proposal, the review team was very supportive of your program but was unable to provide full funding due to the increased demand for these grant funds. The funds awarded herein will support a part time counselor for 6-8 months as a pilot effort. It was discussed by the review team that new programs often need time to develop the criteria for the program and hire staff. Accordingly, the first few months of this program should be devoted to the development of a comprehensive plan on how this program will proceed in light of the narrow scope allowed by this funding. The plan should address whether you anticipate any reduction in recidivism rates due to improved offender accountability. The plan should be submitted to Dorene Whitworth at the address above for consideration by the review team prior to hiring any program staff.

Enclosed is a grant award document for your signature indicating your acceptance of the award within the budget outlined therein. Attached to the award document are

June 24, 2003

Page 2

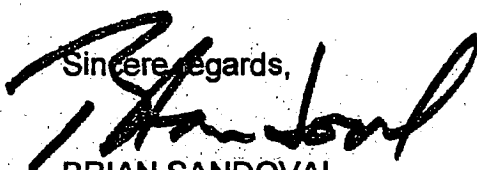
"Special Conditions" outlining some of the requirements pertaining to this grant award. Please review these carefully and sign both the award document and the special conditions and return them to this office as formal acceptance of the grant and the conditions outlined. **You should keep a copy of these documents for your records.**

Most awards have been reduced from the original request received by this office. This was due to the increasing demand for these funds to support many good programs. If you are unable to meet the conditions of the grant based on the amount awarded, please return the award document to this office with an indication of your denial.

As grant administrator, this office will be holding a grant management conference for STOP grantees in the near future. We will be contacting you when we have a date certain. At that time, we will discuss general grant management responsibilities of our recipients, as well as changes to the Violence Against Women Act, information on discretionary programs available from the Department of Justice, and discussions on current initiatives occurring throughout the state.

I wish you all the best in implementation of this program to help combat violence against women, and I thank you in advance for helping to break the cycle of violence. As a recipient of FY 2003 funding, you will be placed on our mailing list and automatically receive information for future funding under the Violence Against Women Grant Program. Should you have any questions in this regard whatsoever, please contact Dorene Whitworth, Grants Manager, at (775) 684-1124.

Sincere regards,



BRIAN SANDOVAL
Attorney General

City of Las Vegas

Agenda Item No. 85

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: BUSINESS DEVELOPMENT****DIRECTOR: IAIN VASEY (ACTING)**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RESOLUTIONS:**

R-161-2003 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency in connection with the Disposition and Development Agreement (DDA) with SCE-Bulldog, LLC, for the purchase and development of 0.94 acres of real property located at the southeast corner of Las Vegas Boulevard and Clark Avenue, APN 139-34-310-061, -062, -063, -076 & -710-001- (Gain of \$1,200,000) - Ward 1 (Moncrief) [NOTE: This item is related to Redevelopment Agency Item #2 (RA-5-2003) and to Redevelopment Agency Item #3]

Fiscal Impact☐**No Impact****Amount:** Gain of \$1,200,000☐**Budget Funds Available****Dept./Division:** OBD/RDA☐**Augmentation Required****Funding Source:** RDA Special Revenue Fund**PURPOSE/BACKGROUND:**

This resolution would approve legislative findings that a mixed-use office development containing 75,000 square feet of Class "A" office space, 8,500 square feet of retail space, and 306 parking spaces, as proposed by SCE-Bulldog, LLC and more particularly described in the DDA, would benefit the Redevelopment Area through the creation of jobs and revenues, and that there is no other reasonable means of financing this project without the assistance from the Redevelopment Agency specified in the DDA.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
 2. Location Map
 3. Disclosure of Principals
 4. Resolution No. R-161-2003
 5. Disposition and Development Agreement
 6. Affidavit of James B. Allen
- Submitted after the meeting: elevation plans

MOTION:**MONCRIEF – APPROVED as recommended - UNANIMOUS**

City of Las Vegas

Agenda Item No. 85

CITY COUNCIL MEETING OF NOVEMBER 5, 2003
Business Development
Item 85 – R-161-2003

MINUTES:

IAIN VASEY, Acting Director, Business Development, stated that SCE-Bulldog is a subsidiary of Sierra Crest Equities, the developer and owner of the Atrium Building on Rancho Road. He then reviewed the information under the Purpose/Background section of the Agenda Summary Page. The project is valued at over \$18 million. The Redevelopment Agency will lease 122 spaces for public parking at \$45 a month for two years and share the net profits 50/50 with the developer. Construction of the building will commence by 7/2004 and be completed within 14 months.

JAMES ALLEN, Chief Executive Officer with Sierra Crest Equities and President of SCE-Bulldog, thanked the Council for accepting this development. This project will enhance the downtown area and will be a nice addition to the City.

CHAIRMAN GOODMAN asked MR. ALLEN if he has ever considered adding a residential component to the upper floors of his building. MR. ALLEN responded that the company is reviewing that possibility for a similar project in Memphis, Tennessee. But he hesitates to get into an area in which he has no expertise. He would be open to future discussions on the matter. CHAIRMAN GOODMAN bet MR. ALLEN that rental lofts or condominiums would be very popular. MR. ALLEN agreed.

TOM McGOWAN, Las Vegas resident, opined that this is an excellent project. He then asked where the nightclub would be located. MR. ALLEN answered that there is no nightclub intended for the retail space. MR. McGOWAN then questioned why the legal names and corporate headquarters' addresses of the principals were not detailed on this agenda. MEMBER McDONALD indicated that the backup includes a disclosure of principals document that he could obtain from the City Clerk's office.

TODD FARLOW, 240 N. 19th Street, welcomed this project and this company to Las Vegas. There was no further discussion.

MEMBER MONCRIEF said that this project will be a great addition to the downtown area. She commended Bulldog, LLC for redeveloping an undesirable area.

There was no further discussion.

NOTE: 11/5/2003 Redevelopment Agency Item 2 contains duplicate minutes.

NOTE: Item 85 was trailed to be heard together with Redevelopment Agency Item 2. Discussion covered under Item 85, which was read together with Redevelopment Agency Item 2, and separate motions were taken following Item 85. Mayor recessed the Council meeting at 12:04 p.m.

(11:57 – 12:04)

2-3185

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003

DEPARTMENT: BUSINESS DEVELOPMENT

ITEM DESCRIPTION: R-161-2003 - Discussion and possible action regarding a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency in connection with the Disposition and Development Agreement (DDA) with SCE-Bulldog, LLC, for the purchase and development of 0.94 acres of real property

1. This resolution gives council consent to the Redevelopment Agency's approval of the DDA between the Redevelopment Agency (RDA) and SCE-Bulldog, LLC, for the development of 0.94 acres of real property located at the Southeast corner of Las Vegas Boulevard and Clark Avenue. The RDA will take action on a companion resolution that finds that the DDA is in compliance with the goals and objectives of the Redevelopment plan. It is also a companion to the Redevelopment Agency item that approves the terms of the DDA specifying how the site is to be transferred and developed.
2. The proposal from SCE-Bulldog, LLC ("Developer") would result in a mixed-use, class "A" office building at the Southeast corner of Las Vegas Boulevard and Clark Avenue ("Site"), with the building façade facing the federal courthouse and Clark Avenue. The building includes 8,500 square feet of retail space on the ground floor, 306 parking spaces on the second floor, third floor, and fourth floor, and 75,000 square feet of office space on the fifth floor and the sixth floor.
3. The Developer's site development plan for the Site proposes that the building floor plan occupies a majority of the Site's acreage, and as a result would require a vacation of a portion of the alley which bisects the Site as depicted in the Site Map, which is attached to the DDA as Exhibit "A" and as more particularly described in Exhibit "B-2". Because the alley portion to be vacated is a prerequisite of the proposed development, the DDA provides that the RDA will submit the vacation application on behalf of the Developer.
4. Pursuant to the terms of the DDA, the Developer will be purchasing the Site for the purchase price of \$1,200,000. The RDA's cost of assembling the five parcels was approximately \$1,040,000.
5. The purchase price is deferred until the earlier of (1) the date on which the Developer achieves 80% occupancy of the building as evidenced by leased space and (2) three years following the closing and conveyance of the Site, or no later than June 28, 2007, whichever occurs first. During the deferment period, the purchase price is guaranteed through a promissory note secured by a deed of trust, with simple interest accruing on the principal at an interest rate of 4.5% per annum. Final payment of principal and accrued interest will be due at the earlier of 80% of the space to be leased, and three years subsequent to the closing dated, or June 28, 2007, whichever occurs first.

City of Las Vegas

CITY COUNCIL MEETING OF NOVEMBER 5, 2003

Office of Business Development

R-161-2003

6. Pursuant to the terms of the DDA, the RDA will be entering into a parking lease agreement for 40% of the spaces in the parking garage, not to exceed 122 parking spaces, at the fixed rate of \$45.00 per month, as more particularly described in Exhibit "H" of the DDA.
7. The project will create jobs in the Redevelopment Area, spur new investment in real estate, and create economic opportunities in the district.
8. Because the Developer is building the office space and retail space on a speculative basis, the actual direct jobs to be created requires a projection based on industry norms for square footage of the project's office space and retail space. Based on the project's minimum square footage, 429 direct jobs will be created as a result of the office space, and 17 direct jobs will be created as a result of the ground floor retail space, for a total of 446 permanent jobs. These jobs are expected to be a mixture of new jobs and retained jobs for the community. The project also is expected to create 161 jobs during construction, and 179 permanent, indirect jobs. Indirect jobs include building management, lawyers, accountants, suppliers, and support staff doing business with the federal courthouse, the regional justice center, and more generally industries located in the downtown market.
9. When completed, the office building is expected to be valued in excess of \$12 Million. This project is noteworthy in that tax increment financing is not being used to finance the project. As a result, the city and the RDA will realize an immediate fiscal benefit following completion of the project, with property tax revenue alone estimated conservatively at \$143,000 per year.



Site Map



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.

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.

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	SCE-Bulldog, LLC
Address	4168 Douglas Blvd. Suite 200
Telephone	916-773-0700
EIN or DUNS	Applied for

Block 2	Description
Subject Matter of Contract/Agreement	Disposition and Development Agreement for development of office building located at the corner of Las Vegas Blvd. and Clark Street.
RFP #	

Block 3	Type of Business
☐ Individual	☐ Partnership
☒ Limited Liability Company	☐ 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.	SIERRA CREST EQUITIES, LLC	4168 Douglas Blvd., Suite 200 Granite Bay, CA 95746	916-773-0700
2.	Principals of Sierra Crest Equities, LLC are:		
3.	o James B. Allen	4168 Douglas Blvd., Suite 200 Granite Bay, CA 95746	916-773-0700
4.	o Brett R. Baumgarten	4168 Douglas Blvd., Suite 200 Granite Bay, CA 95746	916-773-0700
5.	o Brett A. Keeshin	4168 Douglas Blvd., Suite 200 Granite Bay, CA 95746	916-773-0700
6.	o Ronald N. Baumgarten	4168 Douglas Blvd., Suite 200 Granite Bay, CA 95746	916-773-0700
7.			
8.			
9.			
10.			

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.

James B. Allen

Name

10/24/03

Date

Subscribed and sworn to before me this 24
day of

October, 2001.

Dana R. Luft
Dana Luft, Notary Public



RESOLUTION NO. R-161-2003

RESOLUTION DETERMINING CERTAIN FINDINGS AND CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE DISPOSITION AND DEVELOPMENT AGREEMENT WITH SCE-BULLDOG, LLC FOR THE PROJECT CONCERNING THE DEVELOPMENT OF REAL PROPERTY DESCRIBED AS APN 139-34-710-001, 139-34-310-061, 139-34-310-062, 139-34-310-063 AND 139-34-310-076

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 and on November 4, 1996, by Ordinance 4036 (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 Agency is the owner of vacant parcels of land located at the southeast corner of Las Vegas Boulevard and Clark Avenue and which parcels are commonly known as APNs 139-34-710-001, 139-34-310-061, 139-34-310-062, 139-34-310-063 and 139-34-310-076 (the "Site"); and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of buildings, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the buildings, facilities, structures or other improvements on the Site are available which findings are attached hereto as Exhibit "A"; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Disposition and Development Agreement (the "Agreement"), which provides for the purchase of the Site by SCE-Bulldog, LLC for the

development of an office building, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of buildings, 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 buildings, 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 in connection with the Agreement with SCE-Bulldog, LLC for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this 5 day of November, 2003.

CITY OF LAS VEGAS

By: 
OSCAR B. GOODMAN, Mayor

ATTEST:


BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

 10/24/03
Date

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the ___ day of ___, 2003, by and between CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("RDA") and SCE-BULLDOG, LLC, a Nevada limited liability company (the "Developer").

WITNESSETH:

WHEREAS, RDA desires to sell to the Developer, and the Developer desires to purchase from RDA, that certain real property depicted in Exhibit "A" and described more particularly in Exhibit "B" both of which are attached to this Agreement (the "Site");

WHEREAS, RDA and Developer mutually desire that the Site be developed with a class-A office building and parking garage as described in this Agreement and on the terms and conditions set forth in this Agreement.

WHEREAS, RDA desires to lease from the Developer, and the Developer desires to lease to RDA, a portion of the parking spaces in the parking garage to be constructed by Developer on the Site.

WHEREAS, the parties desire to set forth in this Agreement the terms and conditions for the 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 effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the redevelopment of the Site which is included within the boundaries of the Redevelopment Plan.

The redevelopment 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 (the "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.

This Agreement is subject to the provisions of the Redevelopment Plan that was approved and adopted on March 5, 1986, by the City Council of the 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. The Redevelopment Area is located in the City and the exact boundaries thereof are specifically described in the Redevelopment Plan.

2. THE SITE

The Site consists of approximately 41,159 square feet as depicted in Exhibit "A" together with an additional 375 feet more particularly described in Exhibit "B-2", excluding therefrom the area described in Exhibit "B-1" which will be dedicated to the City for public use.

3. PARTIES TO THE AGREEMENT

(a) RDA is an agency of the City. The office of RDA is located at 400 Stewart Avenue, Las Vegas, Nevada 89101. RDA shall have the right to assign this Agreement to the City.

(b) The Developer is SCE-BULLDOG, LLC, a Nevada limited liability company. The principal office of the Developer is located at 4168 Douglas Blvd., Suite 200, Granite Bay, CA 95746. 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 RDA its principals in accordance with Agency Resolution No. RA-4-99.

(c) The qualifications and identity of the Developer are of particular concern to the City and RDA, and it is because of such qualifications and identity that RDA 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 RDA except as expressly permitted below in this Section 3.

This Agreement may be terminated by RDA 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 RDA's approval hereunder:

(i) A transfer to any entity in which the Developer has (i) a minimum of thirty percent (30%) of the ownership interests in such entity and (ii) management control of such entity; and

(ii) 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 AND PURCHASE PRICE

RDA agrees to sell, and the Developer agrees to purchase, the Site on the terms and conditions provided herein. The purchase price for the Site is One Million Two Hundred Thousand Dollars (\$1,200,000.00) payable at the close of escrow in accordance with the provisions of Section 5 (the "Purchase Price").

5. PAYMENT OF PURCHASE PRICE

The Purchase Price described in Section 4 shall be paid as follows:

(a) In payment of the Purchase Price, at or before the close of escrow, the Developer shall deposit in escrow Developer's promissory note in the principal amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00) payable to RDA (the "Note"). The Note shall be due and payable at the earlier of (i) three (3) years after the close of escrow and (ii) fifteen (15) business days after occupancy of eighty percent (80%) of the office space of the Project (hereinafter). The Note will bear simple interest at the annual rate of four and one-half percent (4.5%) from the Closing (hereinafter defined) until paid. The Note will be in the form of Exhibit "C" attached to this Agreement.

(b) The Note shall be secured by Developer's deed of trust and assignment of rents (the "Deed of Trust") encumbering the Site in the form of Exhibit "D" attached hereto. Upon the Closing of the initial construction loan and permanent financing loan for the Project, RDA will, at the request of Developer, subordinate the rights of RDA under the Deed of Trust to the rights of a lender (the "Project Lender") under the initial construction loan and any subsequent permanent loan (each a "Project Loan") for the development of the Site. RDA hereby agrees to execute and deliver such reasonable subordination agreement and other instruments and agreements as the Project Lender may from time to time request to evidence and/or perfect the subordination by RDA of its right under the Deed of Trust to the rights of the Project Lender, under such documents as the Project Lender may designate evidencing, securing, and/or perfecting the rights of the Project Lender under the Project Loan. RDA's obligation to execute and deliver such reasonable subordination agreement is on the conditions that (i) the sum of the principal amount of the Project Loan plus the outstanding principal amount of the Note does not exceed one hundred percent (100%) of appraised value of the Site as developed with the Project and (ii) after the closing of the Project Loan, the Developer will continue to have at least \$2,500,000 of cash equity invested in the Project, provided, however, that if the Project Loan is the initial construction loan the Developer only will have to demonstrate that upon completion of the Project that it will have at least \$2,500,000 of cash equity invested in the Project. The Developer will supply (i) a current appraisal addressed to RDA, prepared by an M.A.I. appraiser approved by RDA provided that such approval shall not be unreasonably withheld, which gives effect to the development of the Project to determine such loan to value ratio and (ii) such evidence that is acceptable to RDA that after the closing of the Project Loan Developer will maintain the minimum of \$2,500,000 cash equity invested in the Project upon completion of the Project.

(c) Developer agrees to submit to the RDA a commitment letter from the Project Lender ("Commitment"). The Commitment shall contain, at a minimum, the following information: (i) total amount being financed; (ii) the term and maturity date, including conditions causing any acceleration; (iii) repayment terms, including an amortization schedule if interest rate varies over term; (iv) collateral and security; (v) debt requirements, including loan-to-cost or loan-to-value; (vi) pre-leasing requirement, if any; and (v) any other conditions precedent for Developer to close on the Project Loan. RDA agrees to approve the Commitment in the time

frame specified in the Schedule of Performance provided that it is in compliance with this Agreement, as more particularly described hereinafter.

6. SITE DEVELOPMENT

(a) RDA and the Developer agree that the development on the Site will be a class A office building consisting of (i) at least 75,000 square feet of Class "A" office space for lease, together with no less than 8,500 square feet of ground floor retail space fronting on Las Vegas Boulevard and (ii) a parking garage for at least 306 parking spaces (the "Project"). Any and all development on the Site will conform to the procedures and limitations contained in zoning regulations and all applicable building and other codes as adopted by the City. Before commencement of construction or development of any buildings or other work of improvement related to the Site, the Developer shall, at its own expense, secure or cause to be secured any and all permits and approvals that may be required by the City, any other governmental agency or any other party affected by such construction, development or work.

(b) The Developer shall carry out the construction of the Project improvements in conformity with all applicable laws, including, without limitation, NRS 279.500. The Developer shall require all contractors and subcontractors performing new construction work on the Site to pay construction workers prevailing wages for each craft and classification as determined by the Labor Commissioner pursuant to NRS 338.030 or its successor statute. The term "new construction work" as used in this paragraph shall apply to all construction and development work within the Site. Prior to the letting of any construction contracts, the Developer shall obtain a public works identifying number, or comparable, approved by the Labor Commissioner. Developer also agrees to comply with the terms and conditions of the Employment Plan attached hereto as Exhibit "E".

(c) No later than the time specified in the Schedule of Performance, the Developer shall submit to RDA evidence satisfactory to RDA that the Developer has the equity capital and firm and binding loan commitments for construction financing necessary for development of the Project. Such financing shall be subject to the approval of RDA to assure compliance with Section 5(b) above, which approval will not be unreasonably withheld, conditioned or delayed.

(d) RDA and Developer agree that it is their intent that the Site be developed as follows:

(i) The Project will be built in accordance to the Site Plan attached hereto as Exhibit "A" and as provided in the Scope of Development attached hereto as Exhibit "F". Within the time set forth in the Schedule of Performance attached hereto as Exhibit "G", the Developer shall prepare and submit to RDA for review and written approval Basic Concept Drawings and related documents containing the overall plan for development of the Project. The Basic Concept Drawings shall conform to this Agreement, including the Scope of Development. The Basic Concept Drawings shall include a site plan, elevations and an architect's rendering. RDA shall approve or

disapprove the Basic Concept Drawings within the time established in the Schedule of Performance. Failure by RDA to either approve or disapprove within such time shall be deemed an approval. Any disapproval shall state in writing the reasons for disapproval. The Project shall be developed as generally established in the Basic Concept Drawings and related documents except as changes may be mutually agreed upon between the Developer and RDA. Any such changes shall be within the limitations of the Scope of Development.

(ii) Within the time set forth in the Schedule of Performance, the Developer shall prepare and submit to RDA for review and written approval the following plans drawings, related documents and any subsequent revisions thereto ("Plans and Drawings"):

1. Final Architectural Plans;
2. Final Plot Grading Utility Plans ("Civil Plans");
3. Final Structural Plans;
4. Final Mechanical, Electrical, and Plumbing Plans; and
5. Final Landscaping Plans.

RDA's approval shall be limited to the exterior elements of the Project. The Developer agrees to construct the Project in accordance with the approved Plans and Drawings. If the Developer desires to make any material change to the Project after approval of the Plans and Drawings, the Developer shall submit the proposed changes to RDA for its approval. RDA shall notify the Developer within fifteen (15) days after receipt of its approval or disapproval. Such changes in the Plans and Drawings shall, in any event, be deemed approved by RDA unless rejected, in whole or part, by written notice thereof to the Developer setting forth in detail the reasons therefor, and such rejection shall be made within such 15-day period.

(iii) The Project will be developed within the time schedule set forth herein in the Schedule of Performance. Developer agrees that, in all events, within four (4) months after the acquisition of the Site, the Developer will begin construction and will complete such construction within fourteen (14) months after commencement of construction. Commencement of construction shall be evidenced by the pouring of the foundation for the Project. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control.

(iv) The Developer will be responsible for the installation, at its expense, of all sidewalks and driveways and on-site utilities, sewer lines, and other on-site improvements.

(e) The Developer shall complete and submit to the City an application for a Site Development Plan review for a site plan consistent with the Basic Concept Drawings.

(f) The Developer shall complete and submit to the City an application for the vacation of the alley and right-of-way bisecting the Site, as more particularly described in Exhibit "A" and Exhibit "B-2" (the "Vacation Application"). The Developer acknowledges that, prior to the RDA's conveyance of the Site to the Developer, the City intends to dedicate a portion of the Site, as more particularly described in Exhibit "B-1". Developer also shall complete and submit to the City a Reversionary Parcel Map, and any and all necessary applications, in order to adjust the parcel lines to incorporate into the Site the real property arising from the vacation of the alley. The Developer and RDA mutually acknowledge and agree that their respective obligations to close the purchase and sale of the Site are mutually contingent upon the approval of the Vacation Application, such Reversionary parcel Map and the parcel line adjustments.

(g) RDA agrees to sign all required permit applications during its period of ownership of the Site, subject to the terms of this Agreement. The Developer agrees to assume all costs associated with preparation of the Site Development Plan review application, including the application fee.

(h) At the Closing, RDA and the Developer shall enter into a Parking Lot and Garage Lease (the "Parking Lease") in the form attached hereto as Exhibit "H" pursuant to which RDA leases from the Developer forty percent (40%) of the parking spaces in the parking garage up to a maximum of 122 parking spaces, all subject to the terms and conditions contained in the Parking Lease.

(i) So long as any of the principal amount of the Note is outstanding, the Developer shall furnish or cause to be furnished to RDA duplicate originals or appropriate certificates of bodily injury and property damage insurance policies in the amount of at least ONE MILLION DOLLARS (\$1,000,000) for any person, TWO MILLION DOLLARS (\$2,000,000) for any occurrence and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) property damage, naming RDA and the City as additional or coinsureds. The Developer shall also furnish or cause to be furnished to RDA evidence satisfactory to RDA that any contractor with whom it has contracted for the performance of work on the Project office building carries workers' compensation insurance as required by law.

(j) For the purposes of assuring compliance with this Agreement, representatives of RDA and the City shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of RDA or the City shall be those who are so identified in writing by the Executive Director of RDA. RDA and the City shall indemnify the Developer and hold it harmless from any damage caused or liability arising out of this right to access. The foregoing indemnity is subject to the provision of NRS 41.035.

(k) The Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to RDA) RDA, the City of Las Vegas, their affiliates, its and their officers, agents, servants and employees against and from any and all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and

expenses (including attorney's fees) and losses arising from or all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in anyway to the development and/or operation of the Project.

(l) Failure on the part of the Developer, after acquisition of the Site, to comply with the provisions of this Section 6 shall constitute a default under the Deed of Trust as set forth in the Deed of Trust.

7. GENERAL REPRESENTATIONS AND WARRANTIES

(a) Representations and Warranties by RDA. RDA represents and warrants that as of the date hereof and the date of close of escrow:

- (i) RDA is an agency of the City.
- (ii) RDA has all requisite power and authority to enter into and perform its obligations under this Agreement, the Parking Lease and the Option Agreement.
- (iii) By proper action of RDA, RDA's signatories have been duly authorized to execute and deliver this Agreement.
- (iv) To RDA's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.
- (v) To RDA'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 RDA which would inhibit RDA's ability to perform its obligations under this Agreement or the Parking Lease.
- (vi) To RDA'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 RDA's actual knowledge, the execution, delivery and performance of this Agreement and the Parking Lease by RDA will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to RDA 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 or the Parking Lease by RDA does not violate any provision of any other agreement to which RDA is a party.
- (ix) Except as may be specifically set forth herein, no approvals or consents not heretofore obtained by RDA are necessary in connection with the execution of this Agreement or the Parking Lease by RDA or with the performance by RDA of its obligations hereunder or under the Parking Lease.

As used in this Agreement, the term "RDA's actual knowledge" means the actual knowledge of the Chairman of RDA.

(b) Representations and Warranties of the Developer

The Developer represents and warrants to RDA that as of the date hereof and the date of close of escrow:

- (i) The Developer is a limited liability company duly organized and existing under the laws of 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 and the Parking Lease.
- (iii) By proper action of the Developer, the Developer's signatories have been duly authorized to execute and deliver this Agreement and the Parking Lease.
- (iv) The execution of this Agreement or the Parking Lease 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 or the Parking Lease by the Developer or with the performance by the Developer of its obligations hereunder or under the Parking Lease.
- (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 or the Parking Lease.

8. **EARNEST MONEY DEPOSIT**

Concurrently with its execution of this Agreement, the Developer has delivered to RDA a deposit (the "Earnest Money Deposit") in the form of either cash or a cashier's check in the amount of Fifty Thousand Dollars (\$50,000.00). The Earnest Money Deposit shall be disposed as set forth in Section 14 and Section 25 below.

9. **RESERVED**

10. **ESCROW**

(a) RDA and the Developer agrees to open an escrow with United Title of Nevada (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 RDA and the Developer, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent upon the opening of escrow. RDA 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 10 in writing, delivered to RDA and to the Developer after the opening of the escrow, shall carry out its duties as Escrow Agent hereunder.

(b) The Developer shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs, but not earlier than ten (10) days prior to the scheduled date for the close of escrow:

- (i) All of the escrow fee and the recording costs for the Deed of Trust and a memorandum of the Parking Lease;
- (ii) All of the premium and costs for the title insurance policies or special endorsements to be paid by the Developer as set forth in Section 17 of this Agreement;
- (iii) Any state, county or city documentary transfer tax;
- (iv) The cost of the ALTA survey; and
- (v) An amount not to exceed \$5,000 to reimburse RDA for the fees of its outside counsel incurred in connection with the negotiation of

this Agreement which amount shall be disbursed to RDA by the Escrow Agent.

(c) RDA shall pay in escrow to the Escrow Agent 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) The recording costs for the Deed; and
- (ii) Ad valorem taxes, if any, upon the Site for any time prior to conveyance of title.

(d) Not later than one business day prior to the Closing Date, RDA will deposit with the Escrow Agent the following:

- (i) The Deed and a memorandum of Parking Lease duly executed and acknowledged by RDA.
- (ii) The Memorandum of Parking Lease City duly executed and acknowledged.
- (iii) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

(e) Not later than one (1) day prior to the close of escrow, Developer shall deposit and deliver to Escrow Agent the following items:

- (i) The Deed accepted and duly executed by the Developer.
 - (ii) The Note duly executed by Developer.
 - (iii) The Deed of Trust duly executed and acknowledged by Developer.
 - (iv) A memorandum of Parking Lease City duly executed and acknowledged by the Developer.
 - (v) Any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have been delivered.
- (f) The Escrow Agent is authorized and instructed to:
- (i) Charge the parties obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Section 10 and related solely to the acquisition and transfer to the

Developer of the Site. Before such payments are made, the Escrow Agent shall notify RDA and the Developer of the fees, charges and costs necessary to clear title and close the escrow.

- (ii) Disburse funds and deliver the deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by RDA and the Developer.
- (iii) Obtain and charge the Developer all of the premiums and costs for the title insurance policies and endorsements thereto.
- (iv) Record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

(g) 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 Sections 11(c) and 11(e)

(h) If this escrow is not in condition to close before the time for the conveyance of the Site as established in this Agreement, either Party who then shall have fully performed the acts to be performed before the conveyance of title may, in writing, terminate this Agreement and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither RDA nor the Developer shall have fully performed the acts to be performed by it on or before the time for the conveyance of the Site as established in this Agreement, no termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both RDA and the Developer or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 10 shall be construed to impair or affect the rights or obligations of RDA or the Developer to specific performance.

(i) The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both RDA and the Developer or until the party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

(j) Any amendment of these escrow instructions shall be in writing and signed by both RDA 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 RDA or the Developer shall be directed to the addresses and in the manner established in Section 30 of this Agreement for notices, demands and communications between RDA and the Developer.

(k) The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it under Sections 10 to 17, inclusive, of this Agreement.

(l) Each party represents and warrants that no real estate broker is entitled to any commission as the procuring cause of this transaction resulting from any actions or words by or on behalf of such party, and each party agrees to indemnify and hold the other party harmless from any claim or demand made by any brokers.

11. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION

(a) Provided that the Developer is not in default under this Agreement and all conditions precedent to such conveyance have occurred, the consummation of the sale, purchase and conveyance to the Developer of title to the Site (the "Closing") shall be completed on or prior to but no later than June 28, 2004 (the "Closing Date"). RDA 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) Notwithstanding any other provision of this Agreement, the Developer's obligation to proceed with the close of escrow is subject to the fulfillment or waiver by the Developer of each of the conditions precedent described below, which are solely for the benefit of the Developer and which shall be fulfilled or waived prior to close of escrow:

- (i) RDA shall not be in violation of any of its material obligations under this Agreement;
- (ii) The Developer has received from the City and other applicable governmental bodies all permits and approvals necessary for the construction of the Project, including, without limitation, the approval of the Vacation Application, such Reversionary Parcel Map and the parcel line adjustments described in paragraph (f) of Section 6 of this Agreement.
- (iii) Developer has been unable to obtain financing that is in compliance with paragraph "b" of Section 5 above and upon terms

and conditions that are acceptable to Developer in Developer's sole and absolute discretion;

- (iv) Prior to the close of escrow, RDA has entered into the Parking Lease; and
- (v) Developer elects to cancel this Agreement prior to the expiration of the Feasibility Period in Section 14(a).

(c) Notwithstanding any other provision of this Agreement, RDA's obligation to proceed with the close of escrow is subject to the fulfillment or waiver by RDA of each of the conditions precedent described below, which are solely for the benefit of RDA and which shall be fulfilled or waived prior to close of escrow:

- (i) Developer shall not be in violation of any of its material obligations under this Agreement;
- (ii) Developer has been unable to obtain financing that is in compliance with paragraph "b" of Section 5 above and upon terms and conditions that are acceptable to Developer in Developer's sole and absolute discretion;
- (iii) The Developer is prepared at the close of escrow to execute and deliver the Note, the Deed of Trust along with all financing statements required to perfect RDA's security interest under the Deed of Trust;
- (iv) The Developer has received from the City and other applicable governmental bodies all permits and approvals necessary for the construction of the Project including, without limitation, the approval of the Vacation Application, such Reversionary Parcel Map and the parcel line adjustments described in paragraph (f) of Section 6 of this Agreement.;
- (v) Prior to the close of escrow, the Developer has entered into the Parking Lease;
- (vi) RDA has received from legal counsel acceptable to RDA a written opinion in form and substance acceptable to RDA that the Note and Deed are Trust are duly executed and authorized and enforceable in accordance with their respective terms and conditions; and
- (vii) Developer elects to cancel this Agreement prior to the expiration of the Feasibility Period in Section 14(a).

(c) 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 Section 14 of this Agreement.

12. FORM OF DEED

RDA shall convey to the Developer or to its nominee fee simple title to the Site in the condition provided in Section 13 of this Agreement by a Grant, Bargain and Sale deed ("Deed") in a form that is consistent with Exhibit "J" to this Agreement.

13. CONDITION OF TITLE

(a) RDA shall convey to the Developer fee simple title subject to:

(i) A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Site.

(ii) All matters disclosed by the Title Report or the ALTA survey described in paragraph (b) of this Section 13, or any Supplemental Report, and which are approved or deemed approved by the Developer in accordance with this Section 13.

(iii) Any and all other exceptions, easements, conditions, covenants or reservations set forth in the Deed and of record.

(b) The Escrow Agent shall, upon the signing of this Agreement by the Parties and the delivery of a copy to Escrow Agent, deliver to the Developer a preliminary title report and legible copies of all documents referred to therein covering or relating to the Site. The Developer shall obtain its own ALTA survey of the Site (at the Developer's sole expense, but with the cooperation and all survey information available to RDA being provided to assist in obtaining such survey). The Developer shall then approve or disapprove the exceptions listed in such title report and ALTA survey as to the Site to be acquired by giving the Escrow Agent written notice thereof within sixty (60) days of the Effective Date of this Agreement as defined in Section 39. Failure to give written notice to the Escrow Agent and RDA by such date of approval or disapproval of some or all of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens and taxes. If Developer disapproves any exceptions, RDA shall have five (5) days within which to agree in writing to remove the exception. Failure to give written notice of such agreement to the Developer and the Escrow Agent shall be deemed to be refusal. If City does not agree to remove any other exceptions properly and timely disapproved by the Developer, this Agreement shall terminate without further liability to Developer, unless the Developer waives its objection in writing delivered to RDA and to the Escrow Agent. If RDA shall agree to remove any exception objected to by the Developer, RDA shall then have until the date for close of escrow within which to remove such exception. If RDA is unable to remove any exception objected to by the Developer and which RDA has agreed to remove by the date for close of escrow, the Developer may elect to (1) terminate this Agreement and receive a return of all funds and documents; or (2) waive the objection and close escrow.

14. FEASIBILITY REVIEW; INSPECTION

(a) Developer will have approved, by no later than ninety (90) days from the Effective Date of this Agreement ("Feasibility Review Period"), the condition of the Site and the feasibility of Developer's development plan therefor. Developer's feasibility review will pertain to Developer's review of and satisfaction with the following:

- (i) The availability of approvals by all governmental bodies having jurisdiction over the Site for Developer's intended development thereof; and
- (ii) Developer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Site.
- (iii) Those items contained in Section 11(b) herein.

(b) Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of Developer's disapproval of any of the foregoing matters; provided, however, that if Developer fails to notify City and Escrow Holder of Developer's disapproval of the feasibility of Developer's proposed development of the Site by written notice delivered to City no later than the date of expiration of the Feasibility Review Period, Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to the foregoing provisions of this Section 14, 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. RDA shall immediately refund to Developer its full Earnest Money Deposit.

(c) During the term of the Feasibility Review Period (as defined in the above Section), Developer, and its representatives (including architects and engineers) will have the right to enter upon and inspect the Site 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; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided, still further, that Developer notifies City in writing at least forty-two (42) hours prior to the date that Developer intends to conduct invasive testing or inspections on the Site. Following Developer's inspections or testing on the Site, Developer will promptly restore the Site to its original condition as existed prior to any such inspections and/or tests. If Developer, its agents, representatives or employees undertakes 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, the Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City, its affiliates or assignees, which are under the control of RDA and their officers, agents, servants and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, Developer, its officers, agents or employees and occurs from any such cause. If Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, Developer will immediately notify City of the same. The indemnity obligations of Developer under this Section will survive any termination of this Agreement or delivery of the Deed (as hereinafter defined) and transfer of title. Developer covenants and agrees upon request of RDA to promptly deliver to City without charge therefore, the results and copies of any and all environmental reports and related correspondence.

(d) Developer covenants and agrees to pay in full for all materials joined or affixed to the Site and to pay in full all persons who perform labor upon the Site, and not to permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of Developer; and Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to RDA) RDA, the City, its affiliates, its and their officers, agents, servants and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed or materials furnished prior to Closing.

15. TIME FOR PLACE AND DELIVERY OF DEED

Subject to any mutually agreed upon extensions of time, RDA shall deposit the Deed for the Site with the Escrow Agent on or before the Closing Date.

The Parties shall also timely deliver into escrow (i) any transfer declarations, returns or other similar documents satisfying Nevada state law requirements, if any; (ii) all documents set forth in Section 10; (iii) evidence reasonably satisfactory to the other Party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (iv) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

16. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Section 15 of the Escrow Agent shall file the deed for recordation among the land records in the Office of the County Recorder of Clark County and shall deliver to the Developer a title insurance policy insuring title in conformity with Section 17 of the Agreement. The recordation of the deed shall constitute the close of escrow.

17. TITLE INSURANCE

Concurrently with recordation of the Deed, and as a condition of the Closing, the Escrow Agent and any required co-insurer shall provide and deliver to Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in the Developer in the condition required by Section 13 of this Agreement, and the title insurance policy shall be of the type and in the amount requested by the Developer receiving title to the Site, and with such endorsements and affirmative coverages as may be required by Developer. Such title insurance shall insure the lien of the Deed of Trust.

If Developer desires to obtain extended coverage for its title policy, RDA shall provide the Escrow Agent at the Closing with such evidence and customary documents as are reasonably required to issue such coverage.

18. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS

The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to conveyance of title thereto. Prior to conveyance of title, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

19. CONVEYANCE FREE OF POSSESSION

The Site shall be conveyed free of any possession or right of possession by any other person except that of the approved easements of record, the Outdoor Lease, DR Lease and Drainage Agreement of certain portions of the Site.

20. "AS IS" SALE

(a) The Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer (pursuant to this Agreement and the Option Agreement) in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, RDA 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, RDA 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.

(b) Except as otherwise stated herein, the Developer, for itself, its successor and assigns, and for each and every subsequent owner or Lessee of the Site ("Releasing Parties") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which Developer has or may have in the future against RDA, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Developer or any Releasing Party now has or which Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws arising out of or in connection with any other physical or environmental condition of the Site. The Developer hereby agrees to hold harmless and indemnify RDA from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by RDA after the conveyance of the Site to the Developer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Site or (ii) the application of Environmental Laws to the Site.

(c) The Developer agrees that RDA is making no representations or warranties regarding the environmental or any other condition of the Site.

(d) Definitions.

(i) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:

- (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted Hazardous waste" under any provision of Nevada law;
- (2) petroleum;
- (3) asbestos;
- (4) polychlorinated biphenyls;

- (5) radioactive materials;
 - (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);
 - (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or
 - (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).
- (ii) As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered thereunder by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air, oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

21. GOVERNMENTAL PERMITS

Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

22. ASSIGNMENT

The Developer hereby represents and warrants that the Site is being acquired for the purpose of development in accordance with the provisions of Section 6. The Developer shall not assign any interest in or delegate any obligation under this Agreement, or sell or transfer the Site or any portion thereof without the written consent of RDA.

23. Reserved**24. TIME OF ESSENCE**

Time is of the essence of this Agreement and every obligation hereunder.

25. DEFAULT AND REMEDIES

(a) IN THE EVENT THE DEVELOPER FAILS TO PERFORM ANY OF ITS OBLIGATIONS REQUIRED TO BE PERFORMED HEREUNDER PRIOR TO THE CLOSING, INCLUDING, WITHOUT LIMITATION, DEVELOPER'S OBLIGATIONS UNDER SECTION 6 OR (ii) THE CLOSING DOES NOT OCCUR FOR ANY REASON OTHER THAN THE DEFAULT OF RDA, RDA MAY, BY WRITTEN NOTICE TO THE DEVELOPER AND ESCROW HOLDER (AS DEFINED HEREIN), TERMINATE THIS AGREEMENT AND RECEIVE FROM ESCROW AGENT OR RETAIN, AS THE CASE MAY BE, AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT TOGETHER WITH ALL EARNINGS THEREON AS RDA'S LIQUIDATED DAMAGES FOR THE BREACH OF THIS PURCHASE AGREEMENT BY THE DEVELOPER. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN RDA AND THE DEVELOPER THAT RDA'S ACTUAL DAMAGES FOR ANY SUCH BREACH BY THE DEVELOPER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:

RDA: _____

DEVELOPER: _____

(b) In the event of the occurrence of a default of RDA occurring prior to the Close of Escrow, the Developer's sole remedy shall be to pursue one, and only one, of the following remedies:

(i) to waive such default;

(ii) to terminate this Agreement; and on such termination, the Earnest Money Deposit and all interest thereon will be returned to the Developer and obtain from RDA reimbursement by RDA to the Developer of the Developer's out-of-pocket expenses for the cost of any surveys, phase 1 environmental studies and appraisals paid by the Developer to third parties in connection with the Developer's investigations of the Site. RDA thereafter shall have no liability or obligation hereunder; or

(iii) to demand specific performance of RDA's obligations under this Agreement without any abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of RDA for damages.

(c) Notwithstanding any termination of this Agreement for any reason whatsoever, the obligations of the Developer under Sections 14(c) and (14(d) shall survive such termination of this Agreement.

26. **Reserved**

27. **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.

28. **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.

29. **NONLIABILITY OF CITY OFFICIALS AND EMPLOYEES**

No official or employee of RDA or the City shall be personally liable to the Developer for any default or breach by RDA, for any amount which may become due to the Developer or for any obligation of RDA under the terms of this Agreement.

30. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between RDA 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 RDA and the Developer as set forth in this Section 30. 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 RDA: City of Las Vegas Redevelopment Agency
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Executive Director

With a copy to: City Attorney's Office
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101

If to the Developer: SCE-BULLDOG, LLC
4168 Douglas Blvd. Suite 200
Granite Bay, CA 95746
Attention: James Allen, CEO

31. SUBSEQUENT RDA APPROVALS

Any approvals of RDA required or permitted by the terms of this Agreement may be given by the Chairman of RDA or such other person that RDA designates in writing.

32. TERM

The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto, except that all warranties contained herein shall survive the Closing and shall remain in effect for the benefit of the Parties for one year after the Closing.

33. 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, G, H and I attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

B 48 B-1, B-2

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 RDA 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 RDA and the Developer.

34. 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.

35. GOVERNING LAW

The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

36. 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.

37. Reserved

38. 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.

{The space below is left intentionally blank.}

...

39. TIME FOR ACCEPTANCE OF AGREEMENT BY CITY

This Agreement has been approved on _____, 2003 by the Las Vegas City Council. The effective date of this Agreement shall be the date when this Agreement has been signed by RDA ("Effective Date").

Date of RDA Approval:

_____, 2003.

CITY OF LAS VEGAS REDEVELOPMENT
AGENCY

By: _____
CHAIRMAN
"RDA"

APPROVED AS TO FORM

Michael C. Niarchos
Date

10-22-03

Michael C. Niarchos, Esq.
Special Counsel to RDA

ATTEST:

BARBARA JO RONEMUS, City Clerk

_____, 2003

BULLDOG-SCE, LLC,
a Nevada limited liability company

By: _____

Its: _____
"Developer"

LIST OF EXHIBITS

EXHIBIT "A"	SITE DEPICTION
EXHIBIT "B"	SITE LEGAL DESCRIPTION
EXHIBIT "B-1"	LEGAL DESCRIPTION FOR CITY DEDICATION
EXHIBIT "B-2"	ALLEY LEGAL DESCRIPTION
EXHIBIT "C"	PROMISSORY NOTE
EXHIBIT "D"	DEED OF TRUST AND ASSIGNMENT OF RENTS
EXHIBIT "E"	EMPLOYMENT PLAN
EXHIBIT "F"	SCOPE OF DEVELOPMENT OF THE PROJECT
EXHIBIT "G"	SCHEDULE OF PERFORMANCE OF THE PROJECT
EXHIBIT "H"	PARKING LEASE
EXHIBIT "I"	GRANT, BARGAIN AND SALE DEED

EXHIBIT "A"
SITE DEPICTION

EAST LINE SW1/4, SEC. 34
T.20S., R.61E., M.D.M.

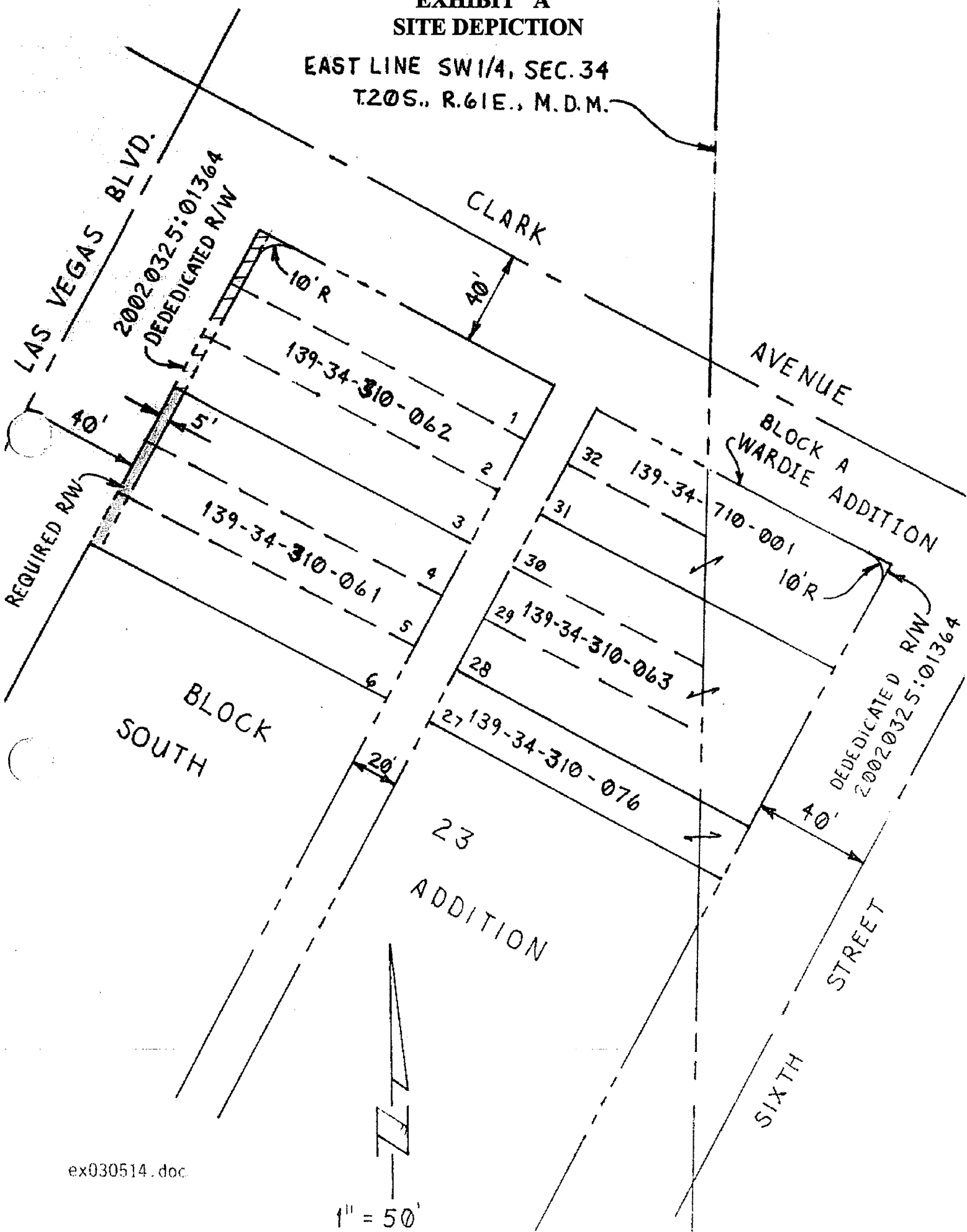


EXHIBIT "B"**A.P.N. 139-34-310-061, -062, -063, -076, -710-001****(040-107-012, -013, -002, -003 & -001)****PORTION OF BLOCK 23, SOUTH ADDITION****AND PORTION OF BLOCK A, WARDIE ADDITION**

Those portions of the South Half (S 1/2) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

PARCEL 1

Lots 1, 2, 3, 4, 5 and 6, all in Block 23 of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as recorded August 13, 1926 and filed in Book 1 of Plats, Page 51 of Clark County, Nevada Records.

EXCEPT THEREFROM, that portion of the above-described PARCEL 1 lying within the northwesterly 5.00 feet of Lots 1, 2, 3, 4, 5 and 6, all in said Block 23.

ALSO EXCEPT THEREFROM, that portion of the above-described PARCEL 1, lying within Lot 1 in said Block 23, being a triangular parcel of land, bounded as follows: bounded on the northeast by northeast line of said Lot 1; bounded on the northwest by the southeasterly line of the northwesterly 5.00 feet of said Lot 1; and bounded on the south by the arc of a curve, concave southerly, having a radius of 10.00 feet, being tangent to the northeasterly line of said Lot 1 and tangent to the southeasterly line of said northwesterly 5.00 feet.

The above-described PARCEL 1 contains an area of 20,204 square feet or 0.464 acres, more or less.

PARCEL 2

Lots 27, 28, 29, 30, 31 and 32 all in Block 23 of said SOUTH ADDITION TO THE CITY OF LAS VEGAS.

PARCEL 3

That portion of Block A of WARDIE ADDITION, as recorded May 12, 1913 and filed in Book 1 of Plats, Page 13 of Clark County, Nevada Records, bounded on the northeast by the northeasterly line of said Block A; bounded on the southeast by the southeasterly line of said Block A; bounded on the west by the westerly line of said Block A, also being a portion of the north-south, center-section line of said Section 34; and bounded on the southwest by the southeasterly prolongation of the southwesterly line of Lot 27 in Block 23 of said SOUTH ADDITION TO THE CITY OF LAS VEGAS.

The above-described PARCEL 2 and PARCEL 3 contains a total area of 20,955 square feet or 0.481 acres, more or less.

CHAIRMAN'S INITIALS _____

EXHIBIT "B-1"

**A.P.N. 139-34-310-061 (040-107-012)
PORTION OF BLOCK 23, SOUTH ADDITION
DEDICATION 5-FOOT LAS VEGAS BOULEVARD**

That portion of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being portion of Block 23 of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as recorded August 13, 1926 and filed in Book 1 of Plats, Page 51 of Clark County, Nevada Records, described as:

The northwesterly 5.00 feet of Lots 4, 5 and 6 in Block 23 of said SOUTH ADDITION TO THE CITY OF LAS VEGAS.

The above-described parcel of land contains an area of 375 square feet or 0.009 acres, more or less.

CHAIRMAN'S INITIALS _____

EXHIBIT "B-2"**A.P.N. 139-34-399-001****PORTION OF 20 FEET WIDE PUBLIC ALLEY,
SOUTHEAST CORNER OF LAS VEGAS BOULEVARD
AND CLARK AVENUE**

That portion of Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being a portion of the 20 feet wide public alley in Block 23 of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as recorded August 13, 1926 in Book 1 of Plats, Page 51 of Clark County, Nevada Records, bounded as follows:

Bounded on the northeast by the northeast line of said Block 23, bounded on the southwest by the southeasterly prolongation of the southwest line of Lot 6 in said Block 23.

The above-described parcel of land contains an area of 3,002 square feet or 0.069 acres, more or less.

RESERVING THEREFROM an easement to the CITY OF LAS VEGAS for public streetlight purposes, public fire hydrant purposes and appurtenances thereto, over, across and under the northeasterly 5.00 feet of the above described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

CHAIRMAN'S INITIALS _____

EXHIBIT "C"
PROMISSORY NOTE

\$1,200,000

_____ 2003
Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned, SCE-BULLDOG, LLC, a Nevada limited liability company (the "Developer"), hereby promises to pay to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, an agency of the City of Las Vegas, Nevada ("RDA") at 400 Stewart Avenue, Las Vegas, Nevada 89101 the principal sum of One Million Two Hundred Thousand Dollars (\$1,200,000). Simple interest shall accrue, from time to time, on the unpaid principal balance under this Promissory Note ("Note") at the annual rate of four and one-half percent (4.5%). Principal and interest shall be payable in lawful money of the United States of America. The place of payment may be changed from time to time as RDA or any permitted assignee thereof may designate in writing.

A. Disposition and Development Agreement

This Note is made and delivered pursuant to, and in implementation of that certain Disposition and Development Agreement by and between RDA and the Developer dated _____, 2003 (the "DDA"). The DDA is entered into to effectuate the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area (the "Redevelopment Area") by providing for the redevelopment of certain real property (the "Site") included within the boundaries of the Redevelopment Area. Except as otherwise specifically set forth herein, capitalized terms in this Note shall have the meaning ascribed to those terms in the DDA.

B. Repayment

Principal and all interest under this Note are due and payable on the earlier date of (i) June 28, 2007 or (ii) that date on which eighty percent of the area in Project is leased.

C. Transferability

This Note may be negotiated or transferred by RDA without the consent of the Developer.

D. Prepayment

The Developer shall have the right to prepay, in whole or in part, the principal amount at anytime, provided, however, that all payments shall first be applied to accrued unpaid interest and then to principal.

EXHIBIT "C"

E. Deed of Trust and Assignment of Leases

This Note shall be secured by a Deed of Trust and Assignment of Rents and Leases (the "Deed of Trust") of even date herewith recorded against the Site.

F. Legal Actions; Attorneys' Fees and Costs

Developer agrees to pay the following costs, expenses and attorneys' fees paid or incurred by RDA after default by Developer and adjudication by a court: (1) reasonable costs of collection, costs and expenses, and attorneys' fees paid or incurred in connection with the collection, enforcement or foreclosure sale of any security for this Note, or of any covenant of this Note or such security, whether or not suit is filed (including costs for services or advice of one or more attorneys with regard to collection of this Note against Developer, any guarantor or any other party liable therefor or to the protection of its rights under this Note, the Deed of Trust, the DDA or other loan document); (2) costs of suit and such sums the court may adjudge as attorneys' fees in any action to enforce payment of this Note or any part of it; (3) costs of suit and such sums as the court may adjudge as attorneys' fees in any other litigation or controversy connected with the enforcement of this Note or the security for it including, but not limited to, actions for declaratory relief that RDA is required to prosecute or defend and actions for relief based on rescission, or actions to cancel this Note that RDA is required to defend; and (4) RDA costs incurred in seeking to have the Site abandoned by or reclaimed from any estate in bankruptcy, or attempts to have any stay or injunction prohibiting the enforcement or collection of the Note or prohibiting the enforcement of the Deed of Trust or any other agreement evidencing or securing this Note lifted by any bankruptcy or other court.

G. Defaults

The occurrence of any of the following shall constitute an event of default under this Note: (i) the Developer fails to pay any amount due hereunder on its due date which remains uncured after fifteen (15) days after written notice from RDA; or (ii) any default by Developer under the DDA or the Deed of Trust, including Developer's covenant to commence and proceed with the construction of the Project or (iii) sale or transfer of the Site or any portion thereof in violation of the Deed of Trust. Upon the occurrence of any event of default and expiration of any applicable cure period, or at any time thereafter, at the option of RDA and without notice, the entire unpaid principal and interest owing on this Note shall become immediately due and payable. This option may be exercised at any time following any such event, and the acceptance of one or more installments thereafter shall not constitute a waiver of RDA's option. RDA's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. RDA's failure in the exercise of any other right or remedy hereunder or under any agreement that secures the indebtedness or is related thereto shall not affect any right or remedy, and no single or partial exercise of any right or remedy shall preclude any further exercise thereof.

EXHIBIT "C"

H. Default Interest

Any amounts not paid when due hereunder shall bear interest at the rate of (i) fifteen percent (15%) per annum, or (ii) the Prime Rate plus five (5) percentage points per annum, whichever is greater, from the due date of such amount. If the interest rate specified in this Note is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law. The term "Prime Rate" means that rate of interest publicly announced from time to time by the Bank of America, N.A. as its prime lending rate of interest.

I. Waiver of Presentment

Developer and any endorsers hereof and all others who may become liable for all or any part of this obligation, severally waive presentment for payment, demand and protest and notice of protest, and of dishonor and nonpayment of this Note, and expressly consent to any extension of the time of payment hereof or of any installment hereof, to the release of any party liable for this obligation, and any such extension or release may be made without notice to any of said parties and without any way affecting or discharging this liability.

J. Notices

Any notices provided for in this Note shall be given by mailing such notice by certified mail, return receipt requested, at the address stated in the DDA or at such address as either party may designate by written notice.

K. Binding Effect

This Note shall be binding upon Developer, its successors and its assigns.

L. Applicable Laws

This Note shall be construed in accordance with and be governed by the laws of the State of Nevada.

M. Invalidity

If any provision of this Note shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

EXHIBIT "C"

SCE-BULLDOG, LLC,
a Nevada limited liability company

By: _____

Title: _____

EXHIBIT "D"

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101**

**DEED OF TRUST ASSIGNMENT OF RENTS AND LEASES, SECURITY
AGREEMENT, AND FIXTURE FILING**

THIS DOCUMENT IS ALSO A FIXTURE FILING IN ACCORDANCE WITH NRS SECTION 104.9402(6).

This Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing ("*Deed of Trust*"), made as of _____, 2003 by SCE-BULLDOG, LLC, a Nevada limited liability company as trustor ("*Trustor*") whose mailing address is 4168 Douglas Blvd., Suite 200, Granite Bay, CA 95746, to UNITED TITLE COMPANY OF NEVADA, a Nevada corporation, as trustee ("*Trustee*") whose mailing address is 2300 West Sahara, Suite 140, Las Vegas, Nevada 89102, and the REDEVELOPMENT AGENCY OF THE CITY OF LAS VEGAS, NEVADA, an agency of the City of Las Vegas, Nevada, as beneficiary and secured party ("*Beneficiary*") whose mailing address is 400 Stewart Avenue, Las Vegas NV 89101.

I. Grant in Trust and Secured Obligations

1.1 Grant in Trust. For the purpose of securing payment and performance of the Secured Obligations defined and described in Section 1.2 in such order of priority as Beneficiary may determine, Trustor hereby irrevocably and unconditionally grants, bargains, conveys, sells, transfers and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all estate, right, title and interest which Trustor now has or may later acquire in and to the following property (all or any part of such property, or any interest in all or any part of it, as the context may require, the "*Property*") and Trustor shall and will warrant and forever defend the above-bargained Property in the quiet and peaceable possession of the Trustee, its successors and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof. Trustor agrees that any greater title to the Property hereafter acquired by Trustor during the term hereof shall be subject hereto.

(a) The real property located in the County of Clark, State of Nevada, as more fully described in Exhibit "D-1" attached hereto and made a part hereof as if fully set forth, together with all existing and future easements and rights affording access to it (the "*Land*"); together with

(b) All buildings, structures and improvements now located or later to be constructed on the Land (the "*Improvements*"); together with

EXHIBIT ``D``

(c) All existing and future appurtenances, privileges, easements, franchises and tenements of the Land, including all minerals, oil, gas, other hydrocarbons and associated substances, sulphur, nitrogen, carbon dioxide, helium and other commercially valuable substances which may be in, under or produced from any part of the Land, all development rights and credits, air rights, water, water courses, water rights (whether riparian, appropriative or otherwise, and whether or not appurtenant) and water stock, easements, rights-of-way, gores or strips of land, and any land lying in the streets, ways, alleys, passages, roads or avenues, open or proposed, in front of or adjoining the Land and Improvements; together with

(d) All of Trustor's right, title, and interest in and to all rents, issues, and profits of and from the Property, and in and to all leases now or hereafter existing, of all or any part of the Premises (the "*Leases*") and in and to the right to use and possess the Property, including, without limitation, any and all of the rents, issues, profits now due or which may hereafter become due under and by virtue of all present and future Leases, between Beneficiary, as landlord, and any and all tenants of the Property, together with

(e) All real property and improvements on it, and all appurtenances and other property and interests of any kind or character, whether described in Exhibit D-1 or not, which may be reasonably necessary or desirable to promote the present and any reasonable future beneficial use and enjoyment of the Land and improvements; together with

(f) All goods, materials, supplies, chattels, furniture, fixtures, equipment and machinery now or later to be attached to, placed in or on, or used in connection with the use, enjoyment, occupancy or operation of all or any part of the Land and Improvements, whether stored on the Land or elsewhere, including all pumping plants, engines, pipes, ditches and flumes, and also all gas, electric, cooking, heating, cooling, air conditioning, lighting, refrigeration and plumbing fixtures and equipment, all which shall be considered to the fullest extent of the law to be real property for purposes of this Deed of Trust; together with

(g) All building materials, equipment, work in process or other personal property of any kind, whether stored on the Land or elsewhere, which have been or later will be acquired for the purpose of being delivered to, incorporated into or installed in or about the Land or Improvements; together with

(h) All rights to the payment of money, accounts, accounts receivable, reserves, deferred payments, refunds, cost savings, payments and deposits, whether now or later to be received from third parties (including all earnest money sales deposits) or deposited by Trustor with third parties (including all utility deposits), contract rights, development and use rights, governmental permits and licenses, applications, architectural and engineering plans, specifications and drawings, as-built drawings, chattel paper, instruments, documents, notes, drafts and letters of credit (other than letters of credit in favor of Beneficiary), which arise from or relate to construction on the Land or to any business now or later to be conducted on it, or to the Land and Improvements generally; together with

EXHIBIT "D"

(i) All proceeds, including all claims to and demands for them, of the voluntary or involuntary conversion of any of the Land, Improvements or the other property described above into cash or liquidated claims, including proceeds of all present and future fire, hazard or casualty insurance policies and all condemnation awards or payments now or later to be made by any public body or decree by any court of competent jurisdiction for any taking or in connection with any condemnation or eminent domain proceeding, and all causes of action and their proceeds for any damage or injury to the Land, Improvements or the other property described above or any part of them, or breach of warranty in connection with the construction of the Improvements, including causes of action arising in tort, contract, fraud or concealment of a material fact; together with

(j) All books and records pertaining to any and all of the property described above, including computer-readable memory and any computer hardware or software necessary to access and process such memory ("*Books and Records*"); together with

(k) All proceeds of, additions and accretions to, substitutions and replacements for, and changes in any of the property described above.

1.2 Secured Obligations.

(a) This Deed of Trust, and the Note secured hereby, are entered into in implementation of that certain Disposition and Development Agreement between Trustor and Beneficiary dated _____, 2003 (the "DDA"). Any capitalized terms that are not defined in this Deed of Trust shall have the same meaning as set forth in the DDA. Trustor makes the grant, bargain, conveyance, sale, transfer and assignment set forth in Section 1.1 and grants the security interest set forth in Article II for the purpose of securing the following obligations (the "*Secured Obligations*") in any order of priority that Beneficiary may for the benefit of itself choose:

(i) Payment and performance of all obligations of Trustor under that certain Promissory Note dated _____, 2004 in the principal amount of One Million Two Hundred Thousand Dollars (\$1,200,000.00) payable to the order of Beneficiary (the "*Note*").

(ii) Payment and performance of all obligations of Trustor under this Deed of Trust;

(iii) Trustor's obligations to commence and complete the Project as set forth in the DDA; and

(iv) Payment and performance of all modifications, amendments, extensions, and renewals, however evidenced, of any of the Secured Obligations.

EXHIBIT "D"

II. Grant of Security Interest

2.1 Security Agreement. The parties intend for this Deed of Trust to create a lien on the Property in favor of Beneficiary. The parties acknowledge that some of the Property may be determined under applicable law to be personal property or fixtures. To the extent that any Property may be or be determined to be personal property, Trustor as debtor hereby grants Beneficiary as secured party a security interest in all such Property, to secure payment and performance of the Secured Obligations. This Deed of Trust constitutes a security agreement under the Nevada Uniform Commercial Code, covering all such Property.

2.2 Financing Statements. Trustor shall execute one or more financing statements and such other documents as Beneficiary may from time to time require to perfect or continue the perfection of Beneficiary's security interest in any Property. Trustor shall pay all fees and costs that Beneficiary may incur in filing such documents in public offices and in obtaining such record searches as Beneficiary may reasonably require. In case Trustor fails to execute any financing statements or other documents for the perfection or continuation of any security interest, Trustor hereby appoints Beneficiary as its true and lawful attorney-in-fact to execute any such documents on its behalf. If any financing statement or other document is filed in the records normally pertaining to personal property, that filing shall never be construed as in any way derogating from or impairing this Deed of Trust or the rights or obligations of the parties under it.

III. Fixture Filing

This Deed of Trust constitutes a financing statement filed as a fixture filing under NRS 104.9502, as amended or recodified from time to time, covering any Property which now is or later may become fixtures attached to the Land or Improvements.

IV. Rights and Duties of the Parties

4.1 Covenants, Representations and Warranties. Trustor agrees, represents, and warrants as follows:

(a)

(i) Trustor agrees that in no event shall it:

1. Fail to commence or proceed with the construction on the Property of the Project as required by the DDA for a period of ninety (90) days after written notice thereof from Beneficiary; or

2. Abandon or substantially suspend construction of the Property of the Project and such abandonment or suspension of construction continues for a period of ninety (90) days after written notice of such abandonment or suspension from Beneficiary; or

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Any violation of this subsection 4.1(a)(i) shall be an Event of Default (hereinafter defined).

(ii) Trustor covenants to keep the Property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting the Property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general.

(b) Trustor covenants to keep all buildings that may now or at any time be on the Property during the continuance of this trust insured against loss by any peril, with extended coverage endorsement, in a company or companies authorized to issue such insurance in the State of Nevada, and as may be approved by Beneficiary, for such sum or sums as shall equal the total indebtedness secured by this Deed of Trust and all obligations having priority over this Deed of Trust and shall be payable to Beneficiary to the amount of the unsatisfied obligation to Beneficiary hereby secured, and to deliver the policy to Beneficiary, or to a collection agent of Beneficiary, and in default thereof, Beneficiary may procure such insurance and/or make such repairs, and expend for either of such purposes such sum or sums as Beneficiary shall deem proper.

(c) Trustor covenants to appear in and defend any action or proceeding purporting to affect the Property or any part thereof, or the title thereto, or any adverse claim for or against the Property or any part thereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including costs of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary or Trustee to foreclose this Deed of Trust.

(d) Trustor covenants to pay at least ten days before delinquency all taxes and assessments affecting the Property, including assessments on appurtenant water stock, water rights and grazing privileges; when due, all encumbrances, charges and liens, with interest, on the Property or any part thereof, which appear to be prior or superior hereto, and all costs, fees and expenses of this trust.

(e) Whenever under any provision of this Deed of Trust Trustor shall be obligated to make any payment or expenditure, or to do any act or thing, or to incur any liability whatsoever, and Trustor fails, refuses or neglects to perform as herein required, Beneficiary shall be entitled, but shall not be obligated, to make any such payment or expenditure or to do any such act or things, or to incur any such liability, all on behalf of and at the cost and for the account of Trustor. In such event, the amount thereof with interest thereon at the rate set forth in the Note shall be paid by Trustor to Beneficiary on demand. Without limiting the generality of the foregoing, any act or payment by Beneficiary to cure, forestall, prevent or mitigate default hereunder shall be at the sole option of Beneficiary, shall be at the cost of Trustor and shall be reimbursed to Beneficiary as

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above provided. Beneficiary shall not be bound to inquire into the validity of any apparent or threatened tax, assessment, adverse title, lien, encumbrance, claim, or charge before making an advance for the purpose of preventing, removing or paying the same. Beneficiary shall be subrogated to all rights, equities and liens discharged by any such expenditure.

(f) Trustor shall insure the Property as required by this Deed of Trust. The amount collected under any insurance policy shall be paid to Beneficiary and credited as follows: first, to accrued interest due under the Note; next to expenditures hereunder; and any remainder upon the principal due under the Note; and interest shall thereupon cease upon the amount so credited upon principal; provided, however, that at the option of the Beneficiary, the entire amount collected under the policies or any part thereof may be released to the Trustor, without liability upon the Trustee for such release. Trustor further agrees that any award of damages in connection with any condemnation for public use of or injury to the Property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by it in the same manner and with the same effect as above provided for disposition of proceeds of insurance.

(g) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these trusts, to collect the rents, issues and profits of the Property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(h) Except as provided below in this paragraph (h), Trustor hereby agrees that Trustor shall not: (i) transfer, sell, assign, encumber (including, without limitation, any mortgage or deed of trust subordinate to the lien of this Deed of Trust) or otherwise convey all or any part of Trustor's interest in the Property, or (ii) permit or suffer the filing of any mechanic's, materialman's or other liens against the Property or any part thereof without either discharging the same within fifteen (15) days after the same shall have been filed or providing to Beneficiary with a bond in amounts and form reasonably satisfactory to Beneficiary covering the amount of such lien. Trustor agrees that any transfer of any of the membership interests in Trustor shall be a violation of this paragraph (h).

Upon the delivery of a construction loan and permanent financing letter of commitment from a licensed lender, Beneficiary will, at the reasonable request of Trustor, subordinate the rights of Beneficiary under this Deed of Trust to the rights of a lender (the "Project

EXHIBIT ``D''

Lender") under the initial construction loan and any subsequent permanent loan (a "Project Loan") for the development of the Property. Beneficiary hereby agrees to execute and deliver such reasonable subordination agreement and other instruments and agreements as the Project Lender may from time to time request to evidence and/or perfect the subordination by Beneficiary of its right under this Deed of Trust to the rights of the Project Lender, under such documents as the Project Lender may designate evidencing, securing, and/or perfecting the rights of the Project Lender under the Project Loan. Beneficiary's obligation to execute and deliver such reasonable subordination agreement is on the conditions that (i) the sum of the principal amount of the Project Loan plus the outstanding principal amount of the Note does not exceed one hundred percent (100%) of appraised value of the Property as developed with the Project and (ii) after the closing of the Project Loan, the Developer will continue to have at least \$2,500,000 of cash equity invested in the Project, provided, however, that if the Project Loan is the initial construction loan the Developer only will have to demonstrate that upon completion of the Project that it will have at least \$2,500,000 of cash equity invested in the Project. Trustor will supply a current appraisal addressed to Beneficiary, prepared by an M.A.I. appraiser approved by Beneficiary, provided that such approval shall not be unreasonably withheld, which gives effect to the development of the Project to determine such loan to value ratio.

(i) If any action or proceeding shall be instituted for any purpose affecting the Property, or any part thereof, the title thereto or this Deed of Trust, or should Trustor receive any notice from any governmental agency relating to the use or occupancy of the Property, Trustor will immediately upon service thereof on or by Trustor, deliver to Beneficiary true copies of each notice, petition, summons, complaint, notice of motion, order to show cause, and all other process, pleadings and papers, however designated, served in any such action or proceeding.

(j) The waiver or release by Beneficiary or Trustee of any default or of any of the provisions, covenants and conditions hereof on the part of Trustor to be kept and performed shall not be a waiver or release of any preceding or subsequent breach of the same or any other provision, covenant or condition contained herein. The subsequent acceptance of any sum in payment of any indebtedness secured hereby or any other payment hereunder by Trustor to Beneficiary or Trustee shall not be construed to be a waiver or release of any preceding breach by Trustor of any provision, covenant or condition of this Deed of Trust other than the failure of Trustor to pay the particular sum so accepted, regardless of Beneficiary's or Trustee's knowledge of such preceding breach at the time of acceptance of such payment. No payment by Trustor or receipt by Beneficiary of a lesser amount than the amount herein provided shall be deemed to be other than on account of the earliest sums due and payable hereunder, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Beneficiary may accept any check or payment without prejudice to Beneficiary's right to recover the balance of such sum or pursue any other remedy provided in this Deed of Trust. The consent by Beneficiary or Trustee to any matter or event requiring such consent shall not constitute a waiver of the necessity for such consent to any subsequent matter or event.

(k) Trustor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Materials on or in the Land. Trustor shall not do, nor allow anyone else to

EXHIBIT ``D``

do, anything affecting the Land that is in violation of any Environmental Laws. Trustor shall promptly give Beneficiary written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Land and any Hazardous Materials or Environmental Laws of which Trustor has actual knowledge. If Trustor learns, or is notified by any governmental or regulatory authority, that the removal or other remediation of any Hazardous Materials affecting the Land is necessary, Trustor shall promptly take all necessary remedial actions in accordance with Environmental Laws. For purposes of this Deed of Trust, "*Hazardous Materials*" shall mean any substance, water or material which has been determined by any state, federal or local governmental authority to be capable of posing a risk of injury to health, safety and property, including, but not limited to, all of those materials, wastes and substances designated as hazardous or toxic by the U.S. Environmental Protection Agency, the U.S. Department of Labor, the U.S. Department of Transportation and/or any other governmental agency now or hereafter authorized to regulate materials and substances in the environment. For purposes of this Deed of Trust, the term "*Environmental Laws*" means federal laws and laws of the jurisdiction where the Land is located that relate to health, safety or environmental protection.

(l) Trustor agrees to indemnify, defend with counsel acceptable to Beneficiary, and hold Beneficiary, its parent and affiliated companies, and their respective officers, directors, employees and agents, harmless from and against all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from the presence of any Hazardous Materials in or around any part of the Land, or in the soil or groundwater under the Land, including expenses incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work, including any resulting damages or injuries to the person or property of any third parties or to any natural resources. In addition, Trustor shall similarly indemnify, defend and hold harmless any persons purchasing the Land through a foreclosure sale.

(m) Trustor agrees to indemnify, defend with counsel acceptable to Beneficiary, and hold Beneficiary, its parent and affiliated companies, and their respective officers, directors, employees and agents, harmless from and against all actual or threatened liabilities, claims, actions, foreseeable and unforeseeable consequential damages, penalties, costs and expenses (including attorney's fees) and losses directly or indirectly arising out of or resulting from or relating in anyway to the development and/or operation of the Project.

4.2 Reconveyance. When the Note and all of the other Secured Obligations have been paid in full, Beneficiary shall request Trustee in writing to reconvey the Property, and shall surrender this Deed of Trust to Trustee. When Trustee receives Beneficiary's written request for reconveyance and all fees and other sums owing to Trustee by Trustor under Section 4.3, Trustee shall reconvey the Property, or so much of it as is then held under this Deed of Trust, without warranty to the person or persons legally entitled to it. Such person or persons shall pay any costs of recordation. In the reconveyance, the grantee may be described as "the person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their

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truthfulness. Neither Beneficiary nor Trustee shall have any duty to determine the rights of persons claiming to be rightful grantees of any reconveyance.

4.3 Compensation. Trustor agrees to pay fees in the maximum amounts legally permitted, or reasonable fees as may be charged by Beneficiary or Trustee when the law provides no maximum limit, for any services that Beneficiary or Trustee may render in connection with this Deed of Trust, including the Secured Obligations or Trustee's rendering of services in connection with a reconveyance. Trustor further agrees to pay or reimburse Beneficiary for all costs, expenses and other advances which may be incurred or made by Beneficiary or Trustee in any efforts to enforce any terms of this Deed of Trust, including any rights or remedies afforded to Beneficiary or Trustee.

V. Default and Remedies.

5.1 Events of Default. Trustor will be in default under this Deed of Trust upon the occurrence of any one or more of the following events (some or all collectively, "*Events of Default*"; any one singly, an "*Event of Default*"):

(a) Trustor fails to perform any obligation to pay money which arises under this the Secured Obligations, including, without limitation, the Note or this Deed of Trust, and does not cure that failure within fifteen (15) days after written notice from Beneficiary or Trustee; or

(b) Trustor is in default of Section 4.1(a); or

(c) Trustor fails to perform any obligation arising under this Deed of Trust other than one to pay money and other than a default of Section 4.1(a), and does not cure that failure within thirty (30) days ("*Initial Cure Period*") after written notice from Beneficiary or Trustee. So long as Trustor begins within the Initial Cure Period and diligently continues to cure the failure, and Beneficiary, in its sole judgment, determines that the cure cannot reasonably be completed at or before expiration of the Initial Cure Period then the Initial Cure Period may be extended by a period not to exceed ninety (90) days;

(c) A default occurs under any of the Secured Obligations, including without limitation, any payments due under the Note.

5.2 Remedies. At any time after an Event of Default, Beneficiary and Trustee shall be entitled to invoke any and all of the rights and remedies described below or otherwise available at law or equity. All of such rights and remedies shall be cumulative, and the exercise of any one or more of them shall not constitute an election of remedies.

5.3 Beneficiary's Power of Enforcement

(a) Time is of the essence hereof. Upon the occurrence of an Event of Default, Beneficiary may, at its option and in its sole and absolute discretion, deliver to the Trustee written

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declaration of default and demand for sale and of written Notice of Breach and Election to Sell (this term is interchangeable with Notice of Default and Election to Sell) to cause the Property to be sold to satisfy the obligations hereof, which Notice the Trustee shall cause to be filed for record. Beneficiary may also deposit with the Trustor the Guarantee and all documents evidencing expenditures secured hereby.

(b) After the lapse of such time as may then be required by law following the recordation of said Notice of Breach and Election to Sell, and notice of sale having been given as then required by law, the Trustee without demand on Trustor, shall sell the Property at the time and place fixed by it in said notice, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. The Trustee may, for any cause it deems expedient, postpone the sale of all or any portion of the Property until it shall be completed and, in every case, notice of postponement shall be given by public announcement thereof at the time and place last appointed for the sale and from time to time thereafter the Trustee may postpone such sale by public announcement at the time fixed by the preceding postponement. The Trustee shall execute and deliver to the purchaser its Trustee's Deed conveying the Property so sold but without any covenant or warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale.

After deducting all costs, fees and expenses of the Trustee and of this Trust, including the cost of any evidence of title procured in connection with such sale, the Trustee shall apply the proceeds of sale to the payment of: (1) all sums expended under the terms hereof, not then repaid; (2) all other sums then secured hereby; and (3) the remainder, if any, to the person or persons legally entitled thereto.

(c) If an Event of Default shall have occurred, Beneficiary may, either with or without entry or taking possession, and without regard to whether or not the Secured Obligations and other sums secured hereby shall be due and without prejudice to the right of Beneficiary thereafter to bring an action or proceeding to foreclose or any other action for any default existing at the time such earlier action was commenced, proceed by any appropriate action or proceeding: (A) to enforce payment of the Guarantee or the performance of any other term hereof; (B) to foreclose this Deed of Trust in the manner provided by law for the foreclosure of deeds of trusts on real property and to sell, as an entirety or in separate lots or parcels, the Property pursuant to the laws of the State of Nevada or under the judgment or decree of a court or courts of competent jurisdiction and Beneficiary shall be entitled to recover in any such proceeding all costs and expenses incident thereto, including reasonable attorneys' fees in such amount as shall be awarded by the court; and (C) pursue any other remedy available to it at law or in equity.

5.4 Waiver of Appraisalment, Valuation, Stay, Extension and Redemption Laws. Trustor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither Trustor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust or the absolute sale

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of the Property or the final and absolute transfer of possession of the Property, immediately after such sale, to the purchasers thereof. Trustor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Property marshaled upon any foreclosure of the lien hereof and agrees that the Trustee or any court having jurisdiction to foreclose such lien may sell the Property in part or as an entirety.

5.5 Receiver. If an Event of Default shall have occurred, Beneficiary, to the extent permitted by law and without regard to the value, adequacy or occupancy of the security for the Secured Obligations and other sums secured hereby, shall be entitled as a matter of right, if it so elects, to the appointment of a receiver to enter upon and take possession of the Property and to collect all rents, enforce any lease provisions and other benefits thereof and apply the same as the court may direct, and such receiver may be appointed by any court of competent jurisdiction by ex parte application and without notice of hearing, such notice of hearing being hereby expressly waived. The expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the powers herein contained, shall be secured by this Deed of Trust. The right to enter and take possession of and to manage and operate the Property and to collect all rents, enforce any lease provisions and other benefits thereof whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law and may be exercised concurrently therewith or independently thereof. Beneficiary shall be liable to account only for such rents and other benefits actually received by Beneficiary. Notwithstanding the appointment of any receiver or other custodian, Beneficiary shall be entitled as pledgee to the possession and control of any cash, deposits, and instruments at the time held by, or payable or deliverable under the terms of this Deed of Trust to Beneficiary.

5.6 Suits to Protect the Property. Beneficiary shall have the power and authority, but shall have no obligation, to institute and maintain any suits and proceedings as Beneficiary may deem advisable (a) to prevent any impairment of the Property by any acts which may be unlawful or any violation of this Deed of Trust; (b) to preserve or protect its interest in the Property; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order might impair the security hereunder or be otherwise prejudicial to Beneficiary's interest.

5.7 Proofs of Claim. In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding affecting Trustor, its creditors or its property, Beneficiary, to the extent permitted by law, shall be entitled to file such proofs of claim or other documents as may be necessary or advisable in order to have its claims allowed in such proceedings for the entire Secured Obligation due and payable by Trustor under the Guarantee, this Deed of Trust, and any other instrument or document securing the Guarantee, or otherwise heretofore or hereafter executed in connection with the Secured Obligation hereunder, at the date of the institution of such proceedings, and for any additional amounts which may become due and payable by Trustor after such date.

EXHIBIT "D"

VI. Miscellaneous Provisions

6.1 Merger. No merger shall occur as a result of Beneficiary's acquiring any other estate in or any other lien on the Property unless Beneficiary consents to a merger in writing.

6.2 Joint and Several Liability. If Trustor consists of more than one person, each shall be jointly and severally liable for the faithful performance of all of Trustor's obligations under this Deed of Trust.

6.3 Applicable Law. This Deed of Trust shall be governed by Nevada law.

6.4 Successors in Interest. The terms, covenants and conditions of this Deed of Trust shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

6.5 Statute of Limitations. To the extent permitted by law, Trustor hereby waives the right to plead the statute of limitations as a defense to any and all obligations secured by this Deed of Trust.

6.6 Substitution of Trustee. Beneficiary, or any successor in ownership of any Secured Obligation hereby may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

EXHIBIT ``D``

6.7 Waiver of Marshaling. Trustor waives all rights, legal and equitable, it may now or hereafter have to require marshaling of assets or to direct the order in which any of the Property will be sold in the event of any sale under this Deed of Trust. Each successor and assign of Trustor, including any holder of a lien subordinate to this Deed of Trust, by acceptance of its interest or lien agrees that it shall be bound by the above waiver, as if it had given the waiver itself.

6.8 Time of Essence. Time is of the essence of this agreement.

6.9 Severability. If any provision of this Deed of Trust should be held unenforceable or void, that provision shall be deemed severable from the remaining provisions and shall in no way affect the validity of this Deed of Trust.

6.10 Notices. Trustor hereby requests that a copy of notice of default and notice of sale be mailed to it at the address set forth below. That address is also the mailing address of Trustor as Debtor under the Uniform Commercial Code. Beneficiary's address given below is the address for Beneficiary as Secured Party under the Uniform Commercial Code.

Addresses Where Notices to
Trustor Are to be Sent:

SCE-BULLDOG, LLC
4168 Douglas Blvd. Suite 200
Granite Bay, CA 95746
Attention: President & CEO

Address Where
Notices to Beneficiary Are to be Sent:

City of Las Vegas Redevelopment Agency
City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Executive Director

6.11 Statutory Covenants. Where not inconsistent with the above, the following covenants, Nos. 1; 2 (full replacement value); 3; 4 (fifteen percent (15%) per annum); 5; 6; 7 (a reasonable percentage); 8 and 9 of NRS 107.030 are hereby adopted and made a part of this Deed of Trust.

6.12 Interpretation

(a) Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other

EXHIBIT ``D``

gender. The captions of the sections of this Deed of Trust are for convenience only and do not define or limit any terms or provisions. The word "*include(s)*" means "*include(s), without limitation,*" and the word "*including*" means "*including, but not limited to.*"

(b) The word "*obligations*" is used in its broadest and most comprehensive sense, and includes all primary, secondary, direct, indirect, fixed and contingent obligations. It further includes all principal, interest, prepayment charges, late charges, loan fees and any other fees and charges accruing or assessed at any time, as well as all obligations to perform acts or satisfy conditions.

(c) No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Deed of Trust. The Exhibits to this Deed of Trust are hereby incorporated in this Deed of Trust.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing the day and year first above written.

TRUSTOR:

SCE-BULLDOG, LLC
a Nevada limited liability company

By: _____

Its: _____
Manager

STATE OF NEVADA)
):SS
COUNTY OF CLARK)

This instrument was acknowledged before me on _____ by
_____.

(Seal, if any)

(Signature of Notarial Officer)
(My Commission Expires _____)

EXHIBIT "D"

EXHIBIT D-1**LEGAL DESCRIPTION**~~EXHIBIT "B"~~

**A.P.N. 139-34-310-061, -062, -063, -076, -710-001
(040-107-012, -013, -002, -003 & -001)
PORTION OF BLOCK 23, SOUTH ADDITION
AND PORTION OF BLOCK A, WARDIE ADDITION**

Those portions of the South Half (S 1/2) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

PARCEL 1

Lots 1, 2, 3, 4, 5 and 6, all in Block 23 of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as recorded August 13, 1926 and filed in Book 1 of Plats, Page 51 of Clark County, Nevada Records.

EXCEPT THEREFROM, that portion of the above-described PARCEL 1 lying within the northwesterly 5.00 feet of Lots 1, 2, 3, 4, 5 and 6, all in said Block 23.

ALSO EXCEPT THEREFROM, that portion of the above-described PARCEL 1, lying within Lot 1 in said Block 23, being a triangular parcel of land, bounded as follows: bounded on the northeast by northeast line of said Lot 1; bounded on the northwest by the southeasterly line of the northwesterly 5.00 feet of said Lot 1; and bounded on the south by the arc of a curve, concave southerly, having a radius of 10.00 feet, being tangent to the northeasterly line of said Lot 1 and tangent to the southeasterly line of said northwesterly 5.00 feet.

The above-described PARCEL 1 contains an area of 20,204 square feet or 0.464 acres, more or less.

PARCEL 2

Lots 27, 28, 29, 30, 31 and 32 all in Block 23 of said SOUTH ADDITION TO THE CITY OF LAS VEGAS.

PARCEL 3

That portion of Block A of WARDIE ADDITION, as recorded May 12, 1913 and filed in Book 1 of Plats, Page 13 of Clark County, Nevada Records, bounded on the northeast by the northeasterly line of said Block A; bounded on the southeast by the southeasterly line of said Block A; bounded on the west by the westerly line of said Block A, also being a portion of the north-south, center-section line of said Section 34; and

EXHIBIT "D"

bounded on the southwest by the southeasterly prolongation of the southwesterly line of Lot 27 in Block 23 of said SOUTH ADDITION TO THE CITY OF LAS VEGAS.

The above-described PARCEL 2 and PARCEL 3 contains a total area of 20,955 square feet or 0.481 acres, more or less.

CHAIRMAN'S INITIALS _____

EXHIBIT "D"

EXHIBIT "B-1"

A.P.N. 139-34-310-061 (040-107-012)
PORTION OF BLOCK 23, SOUTH ADDITION
DEDICATION 5-FOOT LAS VEGAS BOULEVARD

That portion of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being portion of Block 23 of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as recorded August 13, 1926 and filed in Book 1 of Plats, Page 51 of Clark County, Nevada Records, described as:

The northwesterly 5.00 feet of Lots 4, 5 and 6 in Block 23 of said SOUTH ADDITION TO THE CITY OF LAS VEGAS.

The above-described parcel of land contains an area of 375 square feet or 0.009 acres, more or less.

CHAIRMAN'S INITIALS _____

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EXHIBIT "D"

EXHIBIT "B-2"

A.P.N. 139-34-399-001

PORTION OF 20 FEET WIDE PUBLIC ALLEY,
SOUTHEAST CORNER OF LAS VEGAS BOULEVARD
AND CLARK AVENUE

That portion of Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being a portion of the 20 feet wide public alley in Block 23 of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as recorded August 13, 1926 in Book 1 of Plats, Page 51 of Clark County, Nevada Records, bounded as follows:

Bounded on the northeast by the northeast line of said Block 23, bounded on the southwest by the southeasterly prolongation of the southwest line of Lot 6 in said Block 23.

The above-described parcel of land contains an area of 3,002 square feet or 0.069 acres, more or less.

RESERVING THEREFROM an easement to the CITY OF LAS VEGAS for public streetlight purposes, public fire hydrant purposes and appurtenances thereto, over, across and under the northeasterly 5.00 feet of the above described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

CHAIRMAN'S INITIALS _____

EXHIBIT E
EMPLOYMENT PLAN FOR
SCE-Bulldog, LLC

The Employment Plan of SCE-Bulldog, LLC, a Nevada limited liability company (hereinafter "SCE") is prepared in accordance with NRS 279.482(2) and the City of Las Vegas Redevelopment Agency Employment Plan Policy (hereinafter the "Policy") dated June 3, 1992, and amended June 6, 2001. (Attachment 1). This Employment Plan outlines the steps to be taken by SCE to assist it in achieving compliance with the Policy. In accordance with the Policy, developers and build-to-suit owners which receive redevelopment project funds are encouraged to hire individuals who live within the area of the operations and are economically disadvantaged residents, physically handicapped, members of racial minorities, veterans, women, and/or the homeless.

Developer Employment Plan

The Development Employment Plan shall apply only during the construction phase of the Project, due to the speculative nature of the project and as yet unknown tenants.

1. Description of the Facilities to be Constructed. The facilities to be constructed by SCE will consist of an 75,000 square foot office building, containing 8,500 square feet of retail space and 306 parking spaces in a structured garage. Please see Attachments F and G of the Disposition and Development Agreement for a complete description of the facilities and anticipated construction schedule.

2. Contracts for Construction of the Project. SCE will promote the utilization of women, minority, disabled, and veteran-owned business enterprises for the construction of the Project, as discussed more fully in paragraph 3 below. In this regard, it will establish, as targets, the participation goals established by the City in its "Equal Opportunity

Contracting Policy" (see Attachment 2). These goals represent the dollar value of subcontracts and materials agreements awarded to women, minority, disabled and veteran-owned businesses expressed as a proportion of the total dollar value of bids.

The Policy requests a list and the amount of contracts to be let for the construction of the redevelopment project. Since SCE has not yet caused the construction documents to be prepared, it is premature to identify the subcontracts and material agreements that will be required for construction. When the construction drawings and bid documents have been received, SCE, through its construction manager, Valley Commercial Contractors, LP, will seek input regarding the bid estimates from various contractors and subcontractors, including minority, women, disabled, veterans ("MWDV") business firms. Bid documents will then be completed and disseminated, using the City's Minority Vendors Directory, as described below. It is anticipated that these documents will be prepared approximately three months after the signing of the Disposition and Development Agreement. At such time, SCE's construction manager will submit an Addendum to this Plan identifying the construction contracts.

3. Manner of Involving MWDV Businesses. SCE hereby certifies that, for the construction phase of the Project, it shall use and instruct its project manager and construction manager to use the City's Minority Vendors Directory to locate potential subcontractors. These entities shall notify qualified vendors identified in such directory of contracts to be let for construction, in sufficient time to allow effective participation by MWDV owned business firms. A copy of the notification shall be submitted to the Redevelopment Agency.

In addition to the above, SCE will perform the following tasks:

- (a) Advertise in the newspapers of general circulation, trade association

papers and MWDV focused media concerning subcontracting opportunities, giving sufficient time to allow the opportunity for effective participation by MWDV owned businesses.

(b) Contact and coordinate with the City's Minority Business Officer and Redevelopment Agency representatives to obtain lists and information concerning City's certified MWDV owned business enterprises.

(c) Utilize referral agencies such as MWDV community organizations, professional associations and small business assistance offices or other organizations that provide assistance in the recruitment and placement of MWDV business enterprises.

(d) When appropriate, break down contracts into the smallest economically feasible units to facilitate and encourage participation by MWDV owned businesses to the maximum extent possible that will comply with NRS 332.

(e) Ensure access by interested MWDV owned business enterprises to plans and specifications and adequate information about the scope of services and other requirements.

(f) Offer information to interested MWDV owned business firms regarding the obtaining of bonding, lines of credit and/or insurance.

(g) Pursuant to the terms of the Employment Plan, SCE will submit quarterly reports to the Redevelopment Agency for the period through Certificate of Occupancy, demonstrating its compliance with the requirements of the Employment Plan. SCE shall also send copies of the quarterly reports to the State of Nevada Legislative Counsel Bureau, and to the Office of the City Clerk who shall keep these copies on file. SCE shall not charge for copies of the reports. The first report shall be distributed upon application for Building Permits.

(h) SCE will provide and dedicate a public announcement board in a public area of the Project.

(i) SCE shall advertise and solicit bids and accept qualified joint venture bids from local MWDV owned business firms and from joint ventures involving local and out of state MWDV owned business firms. SCE shall encourage joint ventures with the MWDV owned business firms. In the event that any job fair is held for hiring in relation to this project, Developer will ensure that such fair is coordinated through the office of the City Council for that district.

ATTACHMENT 1

EMPLOYMENT PLAN POLICY

(As Adopted on June 6, 2001)

A. What is the purpose of the Employment Plan Policy?

The purpose of this Employment Plan Policy is to encourage developers and build-to-suit owners/lessees participating in a redevelopment project funded by the Redevelopment Agency to hire individuals of specially targeted population groups (economically disadvantaged residents, physically handicapped, members of racial minorities, veterans or women) who live within the area of operation.

B. Who must submit Employment Plan?

1. Developers: As appropriate for the redevelopment project, the developer shall submit to the Redevelopment Agency an Employment Plan for the construction phase of the redevelopment project in accordance with the requirements of this Policy. For purposes of this Policy, a "developer" means any person or entity who is proposing to construct commercial, office, retail or industrial space with the assistance of the Redevelopment Agency, and includes both developers of speculative space and build-to-suit owners.

A "developer of speculative space" means any developer who constructs commercial, office, retail or industrial space for the purpose of conveying or leasing to an unknown owner and/or tenant. A "build-to-suit developer" means any developer who constructs commercial, office, retail or industrial space in accordance with the customized specifications of a known owner and/or lessee to whom the space will be conveyed or leased upon completion of the redevelopment project.

2. Build-to-Suit Owners/Lessees: As appropriate for the redevelopment project submitted by a build-to-suit developer, the owner/lessee for which the redevelopment project is to be constructed shall submit to the Redevelopment Agency an Employment Plan for the post construction phase of the redevelopment project in accordance with the requirements of this Policy.

For purposes of this Policy, "build-to-suit owner/lessee" means the owner and/or lessee of commercial, office, retail or industrial space which has been constructed by the developer to the customized specifications of the owner/lessee.

3. Owners/Lessees: An owner/lessee of speculative commercial, industrial, office or retail space shall be exempt from submitting an Employment Plan.

C. What is the term of the Employment Plan?

1. The developer shall adhere to the Employment Plan only during the construction phase of the development.
2. The build-to-suit owner/lessee shall adhere to the Employment Plan for at least as long as the redevelopment project remains subject to the Owner Participation Agreement (OPA)/Disposition and Development Agreement (DDA). Each OPA/DDA will include the specific time periods based on the particular relevant aspects of the project. All subcontractors of permanent operations will be required to adhere to the Employment Plan through contractual language included in any agreement with the build-to-suit owner/lessee. The appropriate requirements of the Employment Plan Policy shall be included in the Owner Participation Agreement.
3. Employment Plans must be submitted to the Agency for review during negotiations for redevelopment funding to be approved as part of the OPA/DDA.

D. What information must the developer provide in the Employment Plan?

The developer shall provide the Agency with a list and amount of all contracts to be let for the construction of the redevelopment project.

E. What procedures shall the developer adhere to?

The developer is required to submit an Employee Plan for the construction phase of the redevelopment project, and shall be referred to the City's Minority Vendors Directory. The developer shall notify the vendors identified in the Minority Vendors Directory of all contracts to be let for the redevelopment project. A copy of the notification shall be submitted to the Redevelopment Agency.

F. What information must be in the Employment Plan submitted by Build-to-Suit Owner/Lesseees?

1. A description of the existing opportunities for employment within the area. This information is available from the Nevada Employment Security Department. The Agency shall make every effort to assist the build-to-suit owner/lessee in obtaining this information for inclusion in the Employment Plan.
2. A projection of the effect that the redevelopment project will have on opportunities for employment within the area. In other words, the number of new jobs created as a result of the redevelopment project and a description of the skills required to fill the positions. The build-to-suit owner/lessee must supply this information to the Redevelopment Agency.
3. It is the intent of this Policy that a minimum of 51% of all new jobs created as a direct result of the Redevelopment Project be filled by residents of the Redevelopment Area and/or the City of Las Vegas Special Impact Area (SIA) and/or Census Tracts 5.03 and 5.04 (these tracts will be eligible for SIA designation upon release of the 1990 census information). The Redevelopment Agency shall have the authority to reduce the employment requirements of this section after a showing of just cause. This includes the refilling of those jobs for the duration of the Employment Plan. The build-to-suit owner/lessee is required to submit an Employment Plan which describes how the operation will employ persons who are:
 - a. *economically disadvantaged*
 - b. *physically handicapped*
 - c. *members of racial minorities*
 - d. *veterans*
 - e. *women*
4. The build-to-suit owner/lessee shall, as part of the Employment Plan, utilize one or more of the following referral agencies for the purpose of receiving qualified job applicants. Only nominal administrative fees can be charged to the employee by non-profit referral agencies for referral or job placement. These referral agencies, by virtue of their activities, are recognized as having a knowledge of the applicant pool available to assist in the location of and, in some cases, training and upgrading of skills of qualified applicants to fill the unique needs of each business.

- a. Nevada Employment Security Department
 - b. Nevada Business Services
 - c. Nevada Black Chamber of Commerce
 - d. Latin Chamber of Commerce
 - e. Las Vegas Indian Center
 - f. Nevada Association for the Handicapped
 - g. Nevada Welfare Department
 - h. Women's Development Center
 - i. St. Vincent's Job Desk
 - j. Community College of Southern Nevada
 - k. Bureau of Vocational Rehabilitation of Southern Nevada
 - l. Dr. Martin Luther King, Jr. Committee
5. Build-to-suit owner/lessees shall be required to pay a minimum rate which is the higher of the federal minimum wage or the market rates paid by employers in similar businesses in order to ensure that redevelopment jobs provide decent standards of living for employees.
 6. Build-to-suit owner/lessee shall establish an in-house training program for promoting employees, provided the operation employs a total of more than (25) employees. The training program shall be included as part of the Employment Plan.

G. What procedural guidelines must Build-to-Suit Owner/Lessee follow?

1. The build-to-suit owner/lessee agrees to submit written notification to the referral agency of job positions available for hire at least thirty (30) working days prior to the employer's anticipated hiring date.
2. Such written notification shall include a description of the required job qualifications, the rate of pay, the anticipated hiring date, and the date by which the referral agency must refer qualified applicants to the build-to-suit owner/lessee in order to be considered for hiring to the vacant position including management, technical and professional positions.
3. The build-to-suit owner/lessee need not notify the referral agency of any vacancy to be filled by an internal promotion from his own work force.

4. In the event that the referral agency fails to refer qualified individuals within thirty (30) working days for consideration of the vacant job openings of which the build-to-suit owner/lessee has notified the referral agency, the build-to-suit owner/lessee will be free to directly fill any and all remaining positions after so notifying the referral agency in writing.
5. The build-to-suit owner/lessee shall make the final decision on hiring new employees but shall be encouraged to select employees from among qualified persons referred by the referral agencies. This does not release the build-to-suit owner/lessee from the requirements of this Policy.
6. The build-to-suit owner/lessee will not discriminate against any applicant for employment because of race, religion, age, handicap, color, sex, national origin.
7. The Redevelopment Agency shall be copied on all written correspondence between the build-to-suit owner/lessee and the referral agency.

H. What are the reporting requirements?

1. The developer shall inform the Agency of the selected bidder after the bid is awarded, including a justification for not selecting the minority vendor, if such is the outcome. Backup documentation shall be provided to the Agency, as requested.
2. The build-to-suit owner/lessee shall submit a report to the Redevelopment Agency within thirty (30) calendar days after the end of each calendar quarter. This report will provide the Agency with a list of employees' names, addresses, rates of pay and health benefit status, and whether or not they were referred by the above agencies. Affected employees shall be notified that his information is being reported to the Agency. The Agency shall use this information for the sole purpose of determining compliance of the owner/lessee with the submitted Employment Plan. This information shall not be submitted to any other person or organization for any other purpose.

Assembly Bill No. 664-Assemblymen Arberry and Wendell Williams**Chapter 621**

An ACT relating to the redevelopment of communities; requiring a proposal for a project of redevelopment to include an employment plan; and providing other matters property relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. NRS 279.572 is hereby amended to read as follows:

279.572 1. Every redevelopment plan must show:

- [1.] (a) The amount of open space to be provided and the layout of streets.
- [2.] (b) Limitations on type, size, height, number and proposed use of buildings.
- [3.] (c) The approximate number of dwelling units.
- [4.] (d) The property to be devoted to public purposes and the nature of those purposes.
- [5.] (e) Other covenants, conditions and restrictions which the legislative body prescribes.
- [6.] (f) The proposed method of financing the redevelopment plan in sufficient detail so that the legislative body may determine the economic feasibility of the plan.

2. As appropriate for the particular project, each proposal for a project must also include an employment plan. The employment plan must include:

- (a) *A description of the existing opportunities for employment within the area.*
- (b) *A projection of the effect that the redevelopment project will have on opportunities for employment within the area.*
- (c) *A description of the manner in which an employer relocating his business into the area plans to employ persons living within the area of operation who are:*
 - (1) *Economically disadvantaged*
 - (2) *Physically handicapped*
 - (3) *Members of racial minorities*
 - (4) *Veterans*
 - (5) *Women*

will not be required to submit any information documenting their good faith efforts to meet the goals.

- 5) M/W/DVBE prime contractors will receive credit toward the goals only for that portion of the Work to be completed by their own workforce and that of other M/W/DVBE subcontractors.
- 6) M/W/DVBE prime contractors are also expected to meet the goals for M/W/DVBE participation or to demonstrate a good faith effort to meet the goals.

C. GOOD FAITH EFFORT

1. A good faith effort is defined as that which, given all relevant circumstances, a Contractor actively and aggressively seeking to meet the goals would make. Efforts that are merely pro forma, are not good faith efforts to meet the goals, even if they are sincerely motivated, if, given all relevant circumstances, those efforts could not reasonably be expected to produce a level of participation to meet the goals. In evaluating good faith efforts, the following are some examples that the Owner will consider:
 - a) Whether the Contractor attended any pre-bid conferences scheduled to discuss the Owner's Equal Opportunity Contracting Program goals and requirements for the Project.
 - b) Whether the Contractor advertised in general circulation, trade association, and minority, women, and disabled veteran-focus media concerning sub-contracting opportunities in time to allow opportunity for effective participation by M/W/DVBE firms.
 - c) Whether the Contractor contacted the Owner's Minority Business Enterprise Section for a list of identified M/W/DVBE firms and the Owner's M/W/DVBE Resource List, and effectively used this information.
 - d) Whether the Contractor effectively used additional services of available: (i) minority, women, and disabled veteran community organizations; (ii) minority, women, and disabled veteran professional associations; (iii) minority, women, and disabled veteran trade associations; (iv) local, state and federal small business assistance offices; and (v) other organizations that provide assistance in the recruitment and placement of M/W/DVBE's.
 - e) Whether the Contractor provided written notice to a reasonable number of specific M/W/DVBE firms in sufficient time to allow opportunity for effective participation in the Contract.
 - f) Whether the Contractor followed up initial solicitations of interest by contacting M/W/DVBE firms to determine with certainty whether they were interested.
 - g) Whether the Contractor selected portions of the Work to be performed by M/W/DVBE firms in order to increase the likelihood of meeting the established goals, including, where appropriate, breaking down contracts into economically feasible units to facilitate M/W/DVBE participation.

- h) Whether the Contractor provided interested M/W/DVBE firms with access to plans, specifications and adequate information about the scope of services and other requirements of the Contract.
 - i) Whether the Contractor negotiated in good faith with interested M/W/DVBE firms in order to arrive at a fair price, opting for negotiation in lieu of inviting bids.
 - j) Whether the Contractor fairly determined the qualifications of interested M/W/DVBE firms using only the criteria specified in the Bid Documents.
 - k) Whether the Contractor made efforts to assist interested M/W/DVBE firms in obtaining bonds, lines of credit, insurance, and/or meeting other governmental contracting requirements.
 - l) Whether the Contractor documented legitimate reasons why the particular M/W/DVBE's contacted were not utilized or qualified.
 - m) Other evidence to indicate compliance with the spirit of the Owner's Equal Opportunity Contracting Program.
2. This list is a guideline and is not meant to be exhaustive. The exercise of these good faith efforts does not necessarily establish a determination of compliance. In the determination of whether a potential contractor exercised good faith efforts to achieve the W/M/DVBE goals, the availability of qualified M/W/DVBE firms for the type of work involved on a particular contract will be considered.
 3. In the event that a potential contractor has not achieved the M/W/DVBE participation goals, it may be entitled to receive an award of the contract if it exercises good faith efforts to achieve the goal, but is unable to do so.
 4. Lack of good faith efforts will subject a potential qualified contractor's bid to additional scrutiny by the Minority Business Enterprise Section, and may cause the award process to be held in abeyance until an appropriate determination can be made.

D. SUBMITTALS

1. If goals have been achieved, the apparent low bidder will not be required to submit any information documenting their good faith efforts to meet the goals.
2. If the apparent low bidder fails to meet the Owner's M/W/DVBE goals, documentation supporting their good faith efforts must be submitted within five (5) working days after bid opening to the Owner's Minority Business Enterprise Section. Such documentation must indicate all efforts expended under paragraph C of this Section.

E. ADDITIONAL INFORMATION

Any prospective bidder wishing additional information on the Owner's Equal Opportunity Contracting Policy or information regarding minority, women, and disabled veteran contractors may contact the Minority Business Enterprise Section at (702) 229-6231.

EXHIBIT "F"
SCOPE OF DEVELOPMENT OF THE PROJECT

SCE-Bulldog, LLC ("Developer"), a Nevada limited liability company, which is an affiliate of Sierra Crest Equities, LLC, intends to purchase approximately 41,159 square feet of real property located at the Southeastern corner of Las Vegas Boulevard and Clark Avenue, currently owned by the City of Las Vegas Redevelopment Agency.

The Developer intends to construct an approximately 75,000 square foot, Class "A" office building for speculative purposes, and will include approximately 8,500 square feet of retail space fronting along Las Vegas Boulevard. The building will be six stories in height and include steel-frame and high-efficiency glass façade. In order to provide tenant parking, the Developer will construct a 306 parking spaces in a structured parking garage, on the second, third, and fourth floors of the office building. The parking garage will be pre-cast concrete, and will be a fully-staffed facility. A fixed amount of 40% of the parking spaces, or no less than 122 parking spaces, will be leased to the RDA for the purposes of public parking for the first two years following issuance of a certificate of occupancy. The total cost of the project including hard and soft costs to the Developer is anticipated to be approximately \$18.4 million.

SCE-Bulldog, LLC will professionally manage and operate the office building and garage in a professional manner suitable for a Class "A" office building, with full amenities for tenants.

EXHIBIT "G"
SCHEDULE OF PERFORMANCE OF THE PROJECT

<u>Action</u>	<u>Date</u>
1. Execution and Delivery of Agreement. Developer shall execute and deliver this Agreement to the RDA.	Not later than November 5, 2003.
2. Execution of Agreement by RDA.	Not later than November 15, 2003.
3. Open Escrow and delivery of Earnest Money Deposit.	Developer shall open escrow at United Title of Nevada within twenty (20) calendar days of Execution of Agreement by RDA, or by December 5, 2003, whichever event occurs first. Developer shall deliver \$50,000 earnest money deposit to RDA.
4. Submission of Basic Concept Drawings. The Developer shall submit to the RDA for approval a set of Basic Concept Drawings.	Concurrent with the Execution of this Agreement by the Developer and Delivery to the RDA.
5. Delivery of Title Report to Developer. Escrow Agent shall deliver the Title Report for the Site to the Developer.	Within twenty (20) calendar days of opening escrow.
6. Approval of Title Report.	Within sixty (60) calendar days of receipt by Developer.
7. Pre-Design Conference with City of Las Vegas.	Not later than January 15, 2004.
8. Expiration of Feasibility Review Period pursuant to Section 14.	Not later than ninety (90) days after the effective date of the Agreement, or by March 15, 2004, whichever event occurs first.
9. Completion of Reversionary Parcel Map.	Not later than May 15, 2004.
10. Submission to City by Developer of Site Development Plan application, and Vacation application.	Not later than May 30, 2004.
11. Submission of Developer's Firm and Binding Evidence of Financing (the "Commitment") from the Project Lender.	Not later than June 14, 2004.
12. Approval of Commitment pursuant to Section 5c.	Not later than twenty (20) calendar days following submission of Commitment.
13. Submission - Certificates of Insurance.	Not later than June 14, 2004.
14. City and other Governmental Permits necessary to commence construction.	Not later than June 18, 2004.
15. Payment of Conveyance Fee by Developer.	At closing.
16. <u>Execution of Promissory Note and Second Deed of Trust to secure performance and Recordation of Second Deed of Trust.</u>	At closing.

17. Submittal of Final Architectural Plans, Civil Plans, Mechanical, Electrical, and Plumbing Plans, Landscape Plans, and Structural Plans to RDA. Not later than June 21, 2004.
18. Site Closing and Conveyance. Not later than June 28, 2004.
19. Commencement of Construction Site Preparation. The Developer shall commence site preparation for construction, which shall include clearing and grubbing, relocation of power poles and related equipment in alley, and the securing and preparation of a staging area as needed. Not later than July 7, 2004.
20. Commencement of Construction. The Developer shall commence construction, which shall mean pouring concrete for the foundation of the Project, in accordance with the Agreement, particularly Section 6. Within one hundred twenty (120) calendar days after the Site Closing (closing of escrow and conveyance of the Site), or by November 1, 2004, whichever event occurs first.
21. Completion of Construction. Not later than fourteen (14) calendar months following commencement of construction, or by December 30, 2005, whichever event occurs first.
22. Certificate of Completion. Upon written request by Developer and after completion of improvements as required by the Agreement, RDA shall furnish Developer with a Certificate of Completion. Not later than thirty (30) calendar days following the completion of construction.
23. Final Payment to RDA. Developer shall Deliver payment of \$1,200,000 plus any interest accrued as specified in the DDA to Title Company. Not later than June 28, 2007, or within thirty six (36) calendar months of Closing and Conveyance Date, or upon the building being eighty percent (80%) leased, whichever date or event occurs first.
24. Release of Deed of Trust and Promissory Note by RDA. Within fifteen (15) calendar days of receipt of final payment from Developer.

EXHIBIT "H"**PARKING GARAGE LEASE AGREEMENT**

THIS PARKING GARAGE LEASE AGREEMENT (the "Lease") is entered into as of the ____ day of _____, 2003 by and between SCE-BULLDOG, LLC, a Nevada limited liability company ("Landlord") and the REDEVELOPMENT AGENCY OF THE CITY OF LAS VEGAS, NEVADA, an agency of the city of Las Vegas, Nevada ("Tenant").

RECITALS:

WHEREAS, Landlord is the record owner of certain real property which located in Clark County, Nevada (the "Property"), as described more particularly on Exhibit "H-1" attached hereto on which Landlord intends to construct an approximately 83,500 square foot Class-A office building including approximately 8,500 square feet of ground floor retail (the "Building") and a parking garage for no less than 306 parking spaces (the "Garage") (the Building and Garage are collectively referred to herein as the "Project");

WHEREAS, Tenant and Landlord have previously entered into that certain Disposition and Development Agreement dated _____, 2003 (the "DDA") whereby Landlord agrees to construct the Project (the "DDA"); and

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, parking spaces in the Garage.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, Tenant and Landlord hereby agree as follows:

1. Lease Of Parking Spaces to Tenant.

Subject to reduction pursuant to Section 4(e) below, Landlord hereby leases to the Tenant for the Lease Term (hereinafter defined), and the Tenant hereby leases from Landlord for the Lease Term, forty percent (40%) of the parking spaces (rounded to the nearest whole space) not to exceed 122 parking spaces in the Garage (each a "Space") for use as set forth in this Lease. The location of the Spaces shall be located on the second and third floors of the Garage in an area approved by the Tenant.

2. Rent.

The Tenant hereby agrees to pay Landlord, as monthly rent for the Spaces (the "Parking Rent") in an amount equal to the Per Space Rate multiplied by the number of

EXHIBIT "H"

Spaces leased from time to time hereunder. The "Per Space Rate" is forty-five dollars (\$45.00) per month. Tenant shall not be required to pay any other amounts whatsoever under this Lease.

3. Commencement of Rent.

Tenant shall pay the Parking Rent monthly in advance commencing with the calendar month in which the Commencement Date (hereinafter defined) occurs without offset, deduction or prior demand except as otherwise provided herein.

4. Lease Term; Termination of Lease by Tenant and Abatement of Rent; Recapture of Spaces.

(a) The term of this Lease (the "Lease Term") shall commence on that date (the "Commencement Date") which is the first day of the first full calendar month after Landlord provides Tenant with no less than thirty (30) days written notice (the "Commencement Notice") from Landlord that the Project is Substantially Complete (hereinafter defined) and shall expire on the last day of the twenty-fourth (24th) full calendar month thereafter, unless earlier terminated as provided herein. As used in this Agreement, the term "Substantially Complete" means the occurrence of the following two events: (i) Landlord has obtained a certificate from the City of Las Vegas, Nevada evidencing that the Project, including the Building and the Garage, have been completed in compliance with the DDA and (ii) the Garage and all of the Spaces are open for use in full compliance with the Parking Management Plan.

(b) Tenant shall have the right to terminate this Lease as follows:

(i) In the event the Project is not Substantially Complete prior to the expiration of eighteen (18) months from the date of this Lease first above written, then Tenant shall have the right to terminate this Lease upon written notice to Landlord, provided, however, that if the Project is Substantially Complete within thirty (30) days after such notice this Lease shall remain in full force and effect. Upon such termination of this Lease by Tenant, this Lease shall be of no further force and effect and Landlord and Tenant shall have no further liability hereunder.

(ii) In the event Landlord fails to manage the Garage as set forth in the Parking Management Plan and such failure continues for a period of sixty (60) days after Landlord provides written notice of such failure to Landlord, Tenant shall have the right to terminate this Lease upon written notice to Landlord. Upon such termination of this Lease by Tenant, this Lease shall terminate and be of no further force and effect and Landlord and Tenant shall have no further liability hereunder other than the payment by Landlord of any Parking Revenues owed by Landlord to Tenant through the date of termination.

(iii) In the event Landlord fails to remit to Tenant any Parking Revenues (hereinafter defined) as required by this Lease and such failure

EXHIBIT "H"

continues for a period of five (5) days after written notice by Tenant, then Tenant shall have the right to terminate this Lease upon written notice to Landlord. Upon such termination of this Lease by Tenant, this Lease shall terminate and be of no further force and effect and Landlord and Tenant shall have no further liability hereunder other than the payment by Landlord of any Parking Revenues owed by Landlord to Tenant through the date of termination.

(iv) In the event Landlord defaults in performance of any of its obligations under this Lease other than those set forth in paragraphs (i), (ii) and (iii) of this Section 4 and such failure continues for a period of thirty (30) days after written notice by Tenant to Landlord of such default, then Tenant shall have the right to terminate this Lease upon written notice to Landlord. Upon such termination of this Lease by Tenant, this Lease shall terminate and be of no further force and effect and Landlord and Tenant shall have no further liability hereunder other than the payment by Landlord of any Parking Revenues owed by Landlord to Tenant other than the payment by Landlord of any Parking Revenues owed by Landlord to Tenant through the date of termination.

(c) Tenant shall have the right to abate without notice to Landlord the Parking Rent payable hereunder in the event any of the Spaces are unavailable for use for more than four (4) hours during regular business hours. The amount of any such abatement shall equal the number of Spaces that are unavailable during any given period of time multiplied by the greater of (i) \$1.50 for each day such Spaces are not available or (ii) the amount of daily Parking Revenues lost by reason of the unavailability of such Spaces.

(d) Tenant shall have the right without notice to Landlord to set-off and deduct from the Parking Rent, along with any late charges or interest due thereon, any Parking Revenues not paid by Landlord when due.

(e) Upon thirty (30) days prior written notice, Landlord shall have the right from time to time to recapture ten (10) Spaces at a time and thereby reduce the number of Spaces leased to Tenant. Such reduction shall automatically be effective upon the expiration of such thirty (30) day period, provided, however, that if Tenant has prepaid any Parking Rent related to such recaptured Spaces, such notice must include a refund of any such prepaid Parking Rent. Upon such reduction of the Spaces subject to this Lease, the monthly Parking Rent shall be reduced by the number of recaptured Spaces.

5. Construction of Project.

Landlord agrees to construct the Project at its sole cost and expense. Landlord and Tenant agree that the Project shall be construed in accordance with the specifications set forth in the DDA.

6. Use of Spaces; Revenue Sharing.

(a) Tenant shall have the right to sublet the Spaces on such basis as Tenant shall determine in Tenant sole discretion, including, without limitation, an hourly or

EXHIBIT "H"

monthly basis. Landlord shall be responsible for managing the Spaces, including, without limitation, the letting of the Spaces, interfacing with all users of the Spaces and the collection of all Parking Revenues (hereinafter defined), all of which shall be in full compliance with a plan for the management of the Garage (the "Parking Management Plan") to be submitted by Tenant to Landlord for Landlord's approval which approval shall not be unreasonably withheld. Tenant shall submit the Parking Management Plan to Landlord no later than ninety (90) days prior to the date that the Project is Substantially Complete. The Parking Management Plan shall describe in detail the method of operating and maintaining the Garage, including, without limitation, locations and means of access to the Garage, location and means of physically separating parking available for the general public from parking reserved for tenants of the Building, hours of operating, maintenance standards, validation and other garage operation and management issues. Landlord agrees that Tenant shall have no responsibility or liability for actions of the users of the Spaces and that Landlord agrees to assume all risk of loss or damage resulting from the use of the Spaces. Landlord agrees to indemnify and hold harmless Tenant from any and all liability, claims, loss damage, costs (including reasonable attorneys' fees), expense or any other matters incurred or suffered as a result of Landlord's ownership and /or operation of the Project or relating in anyway to the Project.

(b) The term "Parking Revenues" means the gross amount of all revenues received by Landlord from the Spaces pursuant to the Parking Management Plan as determined on a cash accrual basis. Landlord agrees to remit to Tenant the Parking Revenues as follows:

(i) First, one hundred percent (100%) of all Parking Revenues collected by Landlord in each calendar month shall be remitted to Tenant until such time as the total amount of Parking Revenues Tenant has collectively received from the commencement of the Lease Term through the end of the calendar month for which Landlord is remitting Parking Revenues Parking Revenues exceeds all of Parking Rent collectively paid to Landlord from the commencement of the Lease Term through the end of the calendar month for which Landlord is remitting Parking Revenues.

(ii) Second, in any calendar month in which (i) the Parking Revenues for such month exceed the Parking Rent for such month (such excess herein referred to as "Excess Revenues") and (ii) the total amount of Parking Revenues Tenant has collectively received from the commencement of the Lease Term through the end of the calendar month for which Landlord is remitting Parking Revenues Parking Revenues exceeds all of Parking Rent collectively paid to Landlord from the commencement of the Lease Term through the end of the calendar month for which Landlord is remitting Parking Revenues, then (x) fifty percent of the Excess Revenues shall be paid to Tenant and (y) fifty percent of the Excess Revenues shall be retained by Landlord.

(iii) All payments of Parking Revenues shall be paid to Tenant no later than the fifth (5th) day after the respective calendar month during which the Parking revenues were collected or accrued, as the case may be. Concurrently with the payment of all Parking Revenues, Landlord shall deliver to Tenant a

EXHIBIT "H"

written statement showing all Parking Revenues received for the Calendar Month, the collective total amount of all Parking Revenues paid to Tenant by Landlord under this Lease and all Parking Rent paid by Tenant under this Lease.

(c) Landlord will keep complete books of account evidencing the accrual and collection of Parking Revenues and Landlord's compliance with the Parking Management Plan and preserve for at least four (4) years after the close of each calendar year the books of account, and all vouchers, invoices, statements, payroll records and other documents, evidencing such matters. Tenant and its authorized agents (including accountants and attorneys) may at any reasonable time, within this 4-year period, inspect, copy and audit the books of account and the documents. Should an audit show that the amount of any Parking Revenues paid to Tenant by Landlord was less than required by this Lease, Landlord shall immediately pay any shortfall to Tenant. If an audit shows that Landlord has underpaid Parking Revenues by more than two percent (2%), for any period, then Landlord will pay to Tenant upon demand, the costs of audit incurred by Tenant. The audit rights of Tenant shall survive any expiration or other termination of this Lease.

7. Late Payments.

(a) Tenant acknowledges that Tenant's failure to pay Parking Rent promptly may cause Landlord to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Therefore, if Landlord does not receive any Parking Rent payment within ten (10) days after it becomes due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of such late payment. In addition any amount owed by Tenant to Landlord which is not paid when due shall bear interest at the rate of (i) fifteen percent (15%) per annum, or (ii) the Prime Rate plus five (5) percentage points per annum, whichever is greater, from the due date of such amount. However, interest shall not be payable on late charges to be paid by Tenant under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Tenant under this Lease unless otherwise cured as provided herein. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law. The term "Prime Rate" means that rate of interest publicly announced from time to time by the Bank of America, N.A. as its prime lending rate of interest.

(b) Landlord acknowledges that Landlord's failure to pay Parking Revenues promptly may cause Tenant to incur unanticipated costs. The exact amount of such costs are impractical or extremely difficult to ascertain. Therefore, if Tenant does not receive any Parking Revenues payment within ten (10) days after it becomes due, Landlord shall pay Tenant a late charge equal to five percent (5%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs Tenant will incur by reason of such late payment. In addition any amount owed by Landlord to Tenant which is not paid when due shall bear interest at the rate of (i) fifteen percent

EXHIBIT "H"

(15%) per annum, or (ii) the Prime Rate plus five (5) percentage points per annum, whichever is greater, from the due date of such amount. However, interest shall not be payable on late charges to be paid by Landlord under this Lease. The payment of interest on such amounts shall not excuse or cure any default by Landlord under this Lease unless otherwise cured as provided herein. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

(c) Landlord shall have the right without notice to Tenant to set-off and deduct from Parking Revenues payable to Tenant, along with any late charges or interest due thereon, any Parking Rent that is not paid when due

8. Destruction of Garage. If the Garage is destroyed or damaged by any casualty Landlord, at its sole expense, shall immediately reconstruct or restore the Garage substantially to its original form. Any repairing or rebuilding of the Garage shall be on substantially the same location and of the same size or larger as the initial Garage; any repairing or rebuilding of the Garage shall be of the same material or similar material and of the same quality as that used in the original Garage, as applicable, unless otherwise agreed to in writing by the Tenant, provided however, in the event, the Building is destroyed and Landlord elects not to reconstruct the Building to a condition capable of occupancy, Landlord shall have no obligation to rebuild the Garage. Parking Rent shall abate for each Space that is not available for use in compliance with the Parking Management Plan for such period of time as the same remain unavailable.

9. Tenant Default.

In the event Tenant shall fail to pay any installment of Parking Rent when due within ten (10) days after receipt of written notice from Landlord and such failure is a default under this Lease, subject to all procedural repossession requirements under Nevada law, Landlord may, in addition to any other remedies which it may have at law or in equity, terminate the Tenant's right to possession of the Spaces. In the event of such termination Landlord hereby agrees to use commercially reasonable efforts to mitigate its damages. Subject to Landlord's obligation to mitigate its damages, upon termination, Landlord shall have the right to recover from the Tenant damages determined as follows:

(a) The worth, at the time of the award of any unpaid Parking Rent that had been earned at the time of termination of the Tenant's right to possession of the Spaces; and

(b) The worth, at the time of the award, of the amount by which (i) the unpaid Parking Rent payable after the date of termination of the Tenant's right to possession of the Spaces through the remainder of the Lease Term, exceeds (ii) the amount of any revenues collected by Landlord in letting the Spaces after such termination.

EXHIBIT "H"

(c) the reasonable third party out-of-pocket collection expenses actually incurred by Landlord in the exercise of its remedies under this section 10(b), including reasonable attorneys' fees and court costs.

"The worth, at the time of the award," as referred to in subsections (1) and (2) of this Paragraph (b), is to be computed by discounting the amount of the award at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus one percent (1%).

10. Assignment.

(a) Landlord shall not assign, sublease, or transfer its right or obligations under this Lease without the consent of Tenant first being obtained which consent shall not be unreasonably withheld; provided, however, Landlord shall have the right to assign its rights and obligations hereunder without the consent of Tenant (i) as a security interest in connection with any financing of the Garage or to a purchaser of the Garage or (ii) in connection with a sale of the entire Project, provided that the transferee assumes in writing all obligations of Landlord hereunder, and (ii) the rights of the Tenant hereunder are superior to any security interest granted herein. As used in this Lease, the term "Landlord" means only the current owner or owners of the fee title to the Garage at the time in question. Each Landlord is obligated to perform the obligations of Landlord under this Lease only during the time such Landlord owns such interest or title. Any Landlord who transfers its title or interest is relieved of all liability with respect to the obligations of Landlord under this Lease to be performed on or after the date of transfer. In the event the Garage is pledged as security for any obligation prior to the recording date hereof, Landlord shall be obligated to obtain from all such superior lien holders, a non-disturbance agreement, whereby such lienholders agree to acknowledge and honor the rights of the Tenant hereunder in the event of a foreclosure of its security interest.

(b) The rights and obligations of the Tenant hereunder may be assigned by Tenant as Tenant may determine in Tenant's sole discretion.

11. Mortgagees.

Concurrently with the execution of this Lease, Landlord has delivered to Tenant a customary nondisturbance agreement from any mortgagee of the Project whereby such mortgagee agrees in the event of any foreclosure not to disturb Tenant's rights under this Lease and agrees to assume all of Landlord's obligations hereunder. In the event Landlord does not deliver such nondisturbance agreement, Tenant hereby represents and warrants to Tenant that there is no mortgage recorded against the Project as of the date of this Lease.

EXHIBIT "H"

12. Notices.

Any notice required to be sent to Tenant or Landlord under the provisions of this Lease shall be deemed to have been properly sent when mailed, postage prepaid, to the address set forth below:

To Landlord:

SCE-Bulldog, LLC
4168 Douglas Blvd. Suite 200
Granite Bay, CA 95746
Attention: President & CEO

To Tenant:

Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Executive Director

Either party may change its notice address upon written notice to the other party.

13 Miscellaneous.

(a) Landlord 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 Spaces or any portion thereof.

(b) A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

(c) The captions Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other.

(d) This Lease is the only agreement between the parties pertaining to the construction and lease of the Garage and no other agreements are effective or governing, including, without limitation, the DDA. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

(e) All waivers must be in writing and signed by the waiving party. Landlord's or Tenant's failure to enforce any provision of this Lease or their respective acceptance of Parking Rent or Parking Revenues shall not be a waiver and shall not prevent Landlord or Tenant from enforcing that provision or any other provision of this

EXHIBIT "H"

Lease in the future. No statement on a payment check from Tenant or Landlord or in a letter accompanying a payment check shall be binding on Tenant or Landlord, and Landlord or Tenant may, with or without notice, negotiate such check without being bound to the conditions of such statement.

(f) Landlord or Tenant agree to enter into and record a memorandum of this Lease in the form attached hereto as Exhibit "H-2". Tenant hereby covenants and agrees that, upon the expiration or earlier termination of the Lease Term, Tenant will execute and deliver a quitclaim deed to Landlord in form reasonably satisfactory to Landlord, in favor of Landlord, or Landlord's successor in interest releasing and conveying any and all right, title, or interest of Tenant in the Garage.

(g) This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada.

(j) This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of this Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by both parties.

(k) In any legal or equitable proceeding for the enforcement or to restrain the violation of this Lease or any provision hereof, the losing party or parties shall pay the reasonable attorneys' fees of the prevailing party or parties in the amount as may be fixed by the court in such proceedings. All remedies provided herein or at law or in equity shall be cumulative and not exclusive.

(l) All Exhibits attached hereto are hereby incorporated into this Lease and made a part of this Lease.

IN WITNESS WHEREOF, this Lease is executed the day and year first above written.

Landlord:

Tenant:

SCE-BULLDOG, LLC,
a Nevada limited liability company

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY,
an agency of the City of Las Vegas,
Nevada

BY: _____
MANAGER

BY: _____
CHAIRMAN

Approved by: _____
Michael C. Niarchos, Esq.

EXHIBIT "H"

EXHIBIT "H-1"

LEGAL DESCRIPTION

EXHIBIT "B"

A.P.N. 139-34-310-061, -062, -063, -076, -710-001
 (040-107-012, -013, -002, -003 & -001)
 PORTION OF BLOCK 23, SOUTH ADDITION
 AND PORTION OF BLOCK A, WARDIE ADDITION

Those portions of the South Half (S 1/2) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

PARCEL 1

Lots 1, 2, 3, 4, 5 and 6, all in Block 23 of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as recorded August 13, 1926 and filed in Book 1 of Plats, Page 51 of Clark County, Nevada Records.

EXCEPT THEREFROM, that portion of the above-described PARCEL 1 lying within the northwesterly 5.00 feet of Lots 1, 2, 3, 4, 5 and 6, all in said Block 23.

ALSO EXCEPT THEREFROM, that portion of the above-described PARCEL 1, lying within Lot 1 in said Block 23, being a triangular parcel of land, bounded as follows: bounded on the northeast by northeast line of said Lot 1; bounded on the northwest by the southeasterly line of the northwesterly 5.00 feet of said Lot 1; and bounded on the south by the arc of a curve, concave southerly, having a radius of 10.00 feet, being tangent to the northeasterly line of said Lot 1 and tangent to the southeasterly line of said northwesterly 5.00 feet.

The above-described PARCEL 1 contains an area of 20,204 square feet or 0.464 acres, more or less.

PARCEL 2

Lots 27, 28, 29, 30, 31 and 32 all in Block 23 of said SOUTH ADDITION TO THE CITY OF LAS VEGAS.

PARCEL 3

That portion of Block A of WARDIE ADDITION, as recorded May 12, 1913 and filed in Book 1 of Plats, Page 13 of Clark County, Nevada Records, bounded on the northeast by the northeasterly line of said Block A; bounded on the southeast by the southeasterly line of said Block A; bounded on the west by the westerly line of said Block A,

EXHIBIT "H"

also being a portion of the north-south, center-section line of said Section 34; and bounded on the southwest by the southeasterly prolongation of the southwesterly line of Lot 27 in Block 23 of said SOUTH ADDITION TO THE CITY OF LAS VEGAS.

The above-described PARCEL 2 and PARCEL 3 contains a total area of 20,955 square feet or 0.481 acres, more or less.

CHAIRMAN'S INITIALS _____

EXHIBIT "B-1"

**A.P.N. 139-34-310-061 (040-107-012)
PORTION OF BLOCK 23, SOUTH ADDITION
DEDICATION 5-FOOT LAS VEGAS BOULEVARD**

That portion of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being portion of Block 23 of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as recorded August 13, 1926 and filed in Book 1 of Plats, Page 51 of Clark County, Nevada Records, described as:

The northwesterly 5.00 feet of Lots 4, 5 and 6 in Block 23 of said SOUTH ADDITION TO THE CITY OF LAS VEGAS.

The above-described parcel of land contains an area of 375 square feet or 0.009 acres, more or less.

CHAIRMAN'S INITIALS _____

EXHIBIT "H"

EXHIBIT "B-2"

A.P.N. 139-34-399-001

PORTION OF 20 FEET WIDE PUBLIC ALLEY,
SOUTHEAST CORNER OF LAS VEGAS BOULEVARD
AND CLARK AVENUE

That portion of Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being a portion of the 20 feet wide public alley in Block 23 of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as recorded August 13, 1926 in Book 1 of Plats, Page 51 of Clark County, Nevada Records, bounded as follows:

Bounded on the northeast by the northeast line of said Block 23, bounded on the southwest by the southeasterly prolongation of the southwest line of Lot 6 in said Block 23.

The above-described parcel of land contains an area of 3,002 square feet or 0.069 acres, more or less.

RESERVING THEREFROM an easement to the CITY OF LAS VEGAS for public streetlight purposes, public fire hydrant purposes and appurtenances thereto, over, across and under the northeasterly 5.00 feet of the above described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

CHAIRMAN'S INITIALS _____

EXHIBIT "H"

EXHIBIT "H-2"

MEMORANDUM OF LEASE

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE ("Memo") is made and entered into this ____ day of _____, 200_, by and between SCE-BULLDOG, LLC, a Nevada limited liability company ("Landlord") and the REDEVELOPMENT AGENCY OF THE CITY OF LAS VEGAS, NEVADA, an agency of the city of Las Vegas, Nevada ("Tenant").

RECITALS

WHEREAS, Landlord is the record owner of certain real property which located in Clark County, Nevada (the "Property"), as described more particularly on Exhibit "A" attached hereto on which Landlord intends to construct an approximately 75,000 square foot Class-A office building including approximately 8,500 square feet of ground floor retail (the "Building") and a parking garage for no less than 306 parking spaces (the "Garage") (the Building and Garage are collectively referred to herein as the "Project");

WHEREAS, Tenant and Landlord have previously entered into that certain Disposition and Development Agreement dated _____, 2003 (the "DDA") whereby Landlord agrees to construct the Project (the "DDA"); and

WHEREAS, Landlord and Tenant have entered into that certain written Parking Garage Lease Agreement dated _____, 200_, whereby Landlord has leased to Tenant the parking spaces in the Garage ("Lease"); and

WHEREAS, the Lease provides that a memorandum of same shall be executed and recorded in the county in which the Project is located.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Landlord hereby grants to Tenant a leasehold interest in and to the Premises under the terms and conditions set forth in the Ground Lease, the terms of which are incorporated herein by this reference.

EXHIBIT "H"

2. The term of the Lease is for twenty-four months commencing and ending as set forth in the Lease.

3. The addresses for Landlord and Tenant, respectively, for purposes of notice are as follows:

LANDLORD: SCE-Bulldog, LLC
4168 Douglas Blvd. Suite 200
Granite Bay, CA 95746
Attention: President & CEO

TENANT: Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Executive Director

5. This Memo may be executed in counterparts and, when so executed and collated, shall constitute a single agreement, enforceable in accordance with its terms.

6. This Memo shall run with the land and shall bind the respective successors and assigns of the parties hereto.

7. In the event of any inconsistencies between the terms of this Memo and the terms of the Lease, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Memo as of the date first above-written.

Landlord:

Tenant:

BULLDOG-SCE LLC,
a Nevada limited liability company

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY,
an agency of the City of Las Vegas,
Nevada

By: _____

Print Name: _____

Print Title: _____

BY: _____
CHAIRMAN

EXHIBIT "I"**FORM OF GRANT DEED****RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

**Las Vegas Redevelopment Agency
400 Stewart Avenue
Las Vegas NV 89101**

GRANT DEED

For valuable consideration, the receipt of which is hereby acknowledged,

CITY OF LAS VEGAS REDEVELOPMENT AGENCY, an agency of the City of Las Vegas, Nevada (herein called "Grantor"), acting to carry out the Redevelopment Plan (herein called "Redevelopment Plan") for the Downtown Las Vegas Redevelopment Area, under the Community Redevelopment Law of the State of Nevada, hereby grants to SCE-Bulldog, LLC, a Nevada limited liability company (herein called "Grantee"), the real property (the "Property") legally described in the document attached hereto, labeled Exhibit "I-1", and incorporated herein by this reference.

1. The Property is conveyed subject to the Redevelopment Plan and pursuant to a Disposition and Development Agreement (the "DDA") entered into by and between the Grantor and the Grantee and dated _____ 2003. The Property is also conveyed subject to those easements of record and other title exceptions listed on Exhibit "I-2", attached hereto and incorporated herein by this reference.

2. The property shall be used for the sole purpose of constructing a Class-A office building of no less than 75,000 square feet and a parking garage of no less than 306 parking spaces, all as set forth in the DDA.

3. Condition of Property. Grantee and its representatives have been afforded the opportunity to make such inspections of the Property and matters related thereto as Grantee and its representatives desired, including, without limitation, governmental laws and regulations to which the Property is subject, and Grantee accepts the Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Grantee acknowledges and agrees that the Property is sold and conveyed to and accepted by Grantee in an "as-is" condition with all faults, except as otherwise provided below. Grantor makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Property. In particular, but without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning,

EXHIBIT "T"

subdivision, planing, 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. Grantee acknowledges that it has accepted this deed on the basis of Grantee's own investigation of the physical and environmental conditions of the Property, including the subsurface conditions, and Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

4. Grantee, for itself, its successors and assigns, and for each and every subsequent owner or tenant of any portion of the Property (collectively, the "Releasing Parties"), hereby waives, releases, remises, acquits and forever discharges Grantor, its affiliates, their employees, agents, officers, successors and assigns, of and from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which Grantee or any other Releasing Party now has or which Grantee or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with any contamination or environmental condition of the Property, or any other physical or environmental condition of the Property, or the violation of any federal, state or local law, ordinance, rule or regulation, including, without limitation, the Toxic Substances Control Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Resource Conservation and Recovery Act, arising out of or in connection with any physical or environmental condition of the Property.

5. The covenants contained in paragraphs in this Grant Deed shall be binding for the benefit of the Grantor, its successors and assigns and the City of Las Vegas Redevelopment Agency. Such covenants shall bind each and every owner of the Property as covenants running with the land. The Grantor and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in this Grant Deed shall be for the benefit of and shall be enforceable only by the Grantor, its successors and such aforementioned parties.

6. In the event of any express conflict between this Grant Deed and the DDA, the provisions of this Grant Deed shall control.

EXHIBIT 'T'

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized this ____ day of _____. 200__.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
An agency of the City of Las Vegas, Nevada

By: _____

Chairman

"GRANTOR"

APPROVED:

Counsel for Grantor

The provisions of this Grant Deed are hereby approved and accepted.

_____ 200__

SCE-BULLDOG, LLC,

a Nevada limited liability company

By : _____

Manager

Print Name: _____

EXHIBIT 'I'

Acknowledgments

GRANTOR:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____, Chairman

This instrument was acknowledged before me, a notary public, on this ____ day of _____, _____, by _____, as _____ of _____ City of Las Vegas Redevelopment Agency.

NOTARY PUBLIC, in and for said County and State
My Commission Expires:

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

GRANTEE:

SCE-Bulldog, LLC
a Nevada Limited Liability Company

By: _____
Name Printed: _____
Title: _____

This instrument was acknowledged before me, a notary public, on this ____ day of _____, _____, by _____, as _____ of SCE-Bulldog, LLC, a Nevada Limited Liability Company.

NOTARY PUBLIC, in and for said County and State
My Commission Expires:

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

EXHIBIT "T"

EXHIBIT "T-1"

EXHIBIT "B"

A.P.N. 139-34-310-061, -062, -063, -076, -710-001
(040-107-012, -013, -002, -003 & -001)

PORTION OF BLOCK 23, SOUTH ADDITION
AND PORTION OF BLOCK A, WARDIE ADDITION

Those portions of the South Half (S 1/2) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, described as follows:

PARCEL 1

Lots 1, 2, 3, 4, 5 and 6, all in Block 23 of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as recorded August 13, 1926 and filed in Book 1 of Plats, Page 51 of Clark County, Nevada Records.

EXCEPT THEREFROM, that portion of the above-described PARCEL 1 lying within the northwesterly 5.00 feet of Lots 1, 2, 3, 4, 5 and 6, all in said Block 23.

ALSO EXCEPT THEREFROM, that portion of the above-described PARCEL 1, lying within Lot 1 in said Block 23, being a triangular parcel of land, bounded as follows: bounded on the northeast by northeast line of said Lot 1; bounded on the northwest by the southeasterly line of the northwesterly 5.00 feet of said Lot 1; and bounded on the south by the arc of a curve, concave southerly, having a radius of 10.00 feet, being tangent to the northeasterly line of said Lot 1 and tangent to the southeasterly line of said northwesterly 5.00 feet.

The above-described PARCEL 1 contains an area of 20,204 square feet or 0.464 acres, more or less.

PARCEL 2

Lots 27, 28, 29, 30, 31 and 32 all in Block 23 of said SOUTH ADDITION TO THE CITY OF LAS VEGAS.

PARCEL 3

That portion of Block A of WARDIE ADDITION, as recorded May 12, 1913 and filed in Book 1 of Plats, Page 13 of Clark County, Nevada Records, bounded on the northeast by the northeasterly line of said Block A; bounded on the southeast by the southeasterly line of said Block A; bounded on the west by the westerly line of said Block A,

EXHIBIT "T"

also being a portion of the north-south, center-section line of said Section 34; and bounded on the southwest by the southeasterly prolongation of the southwesterly line of Lot 27 in Block 23 of said SOUTH ADDITION TO THE CITY OF LAS VEGAS.

The above-described PARCEL 2 and PARCEL 3 contains a total area of 20,955 square feet or 0.481 acres, more or less.

CHAIRMAN'S INITIALS _____

EXHIBIT "T"

EXHIBIT "B-1"

A.P.N. 139-34-310-061 (040-107-012)
PORTION OF BLOCK 23, SOUTH ADDITION
DEDICATION 5-FOOT LAS VEGAS BOULEVARD

That portion of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being portion of Block 23 of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as recorded August 13, 1926 and filed in Book 1 of Plats, Page 51 of Clark County, Nevada Records, described as:

The northwesterly 5.00 feet of Lots 4, 5 and 6 in Block 23 of said SOUTH ADDITION TO THE CITY OF LAS VEGAS.

The above-described parcel of land contains an area of 375 square feet or 0.009 acres, more or less.

CHAIRMAN'S INITIALS _____

EXHIBIT "I"

EXHIBIT "B-2"

A.P.N. 139-34-399-001

PORTION OF 20 FEET WIDE PUBLIC ALLEY,
SOUTHEAST CORNER OF LAS VEGAS BOULEVARD
AND CLARK AVENUE

That portion of Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of Section 34, Township 20 South, Range 61 East, M.D.M., in the City of Las Vegas, County of Clark, State of Nevada, being a portion of the 20 feet wide public alley in Block 23 of SOUTH ADDITION TO THE CITY OF LAS VEGAS, as recorded August 13, 1926 in Book 1 of Plats, Page 51 of Clark County, Nevada Records, bounded as follows:

Bounded on the northeast by the northeast line of said Block 23, bounded on the southwest by the southeasterly prolongation of the southwest line of Lot 6 in said Block 23.

The above-described parcel of land contains an area of 3,002 square feet or 0.069 acres, more or less.

RESERVING THEREFROM an easement to the CITY OF LAS VEGAS for public streetlight purposes, public fire hydrant purposes and appurtenances thereto, over, across and under the northeasterly 5.00 feet of the above described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

CHAIRMAN'S INITIALS _____

EXHIBIT "I"

EXHIBIT "I-2"
SCHEDULE OF TITLE EXCEPTIONS

AFFIDAVIT OF JAMES B. ALLEN

STATE OF NEVADA }
 }ss:
COUNTY OF CLARK }

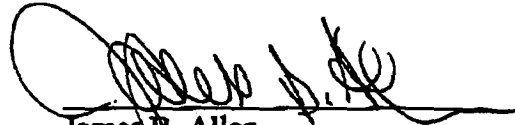
I, James B. Allen, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am the Chief Executive Officer of Sierra Crest Equities, LLC, a California Limited Liability Company. Sierra Crest Equities, LLC has formed a Nevada Limited Liability Company, SCE-Bulldog, LLC, ("Developer") as a single-asset entity for the purpose of purchasing and developing the real property located at the southeast corner of Las Vegas Boulevard and Clark Avenue, as more particularly described by the Disposition and Development Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on November 5, 2003. I have expertise in commercial office development and am very familiar with the Las Vegas office market. Our firm's proposed project will feature no less than 75,000 square feet of Class-"A" office space, 306 parking spaces, and 8,500 square feet of ground floor retail space.
2. Based on feasibility conducted by my firm, I believe that the Las Vegas Downtown Office Market can absorb my project's 75,000 square feet of new, Class "A" office space within the development timeframe specified in the agreement. I also believe that there is sufficient demand for regular use of the 306 parking spaces and 8,500 square feet of retail space proposed by my project.
3. Because the Developer has been unable to acquire the adjacent parcels at a reasonable, fair market value, the Developer is seeking a vacation of the alley as a condition of closing on purchase of the property.

4. As contemplated by the Agreement, the purchase price, and the deferment period for full payment of the purchase price, are needed in order to make the project economically viable. The purchase terms specified in the Agreement provide for a reasonable return to the Developer without undue enrichment for a project of this scope.

5. No other means of financing, traditional or otherwise, are available to make the proposed project feasible and result in a reasonable return to the Developer.

DATED this 24 day of Oct, 2003.


James B. Allen

SIGNED AND SWORN TO before

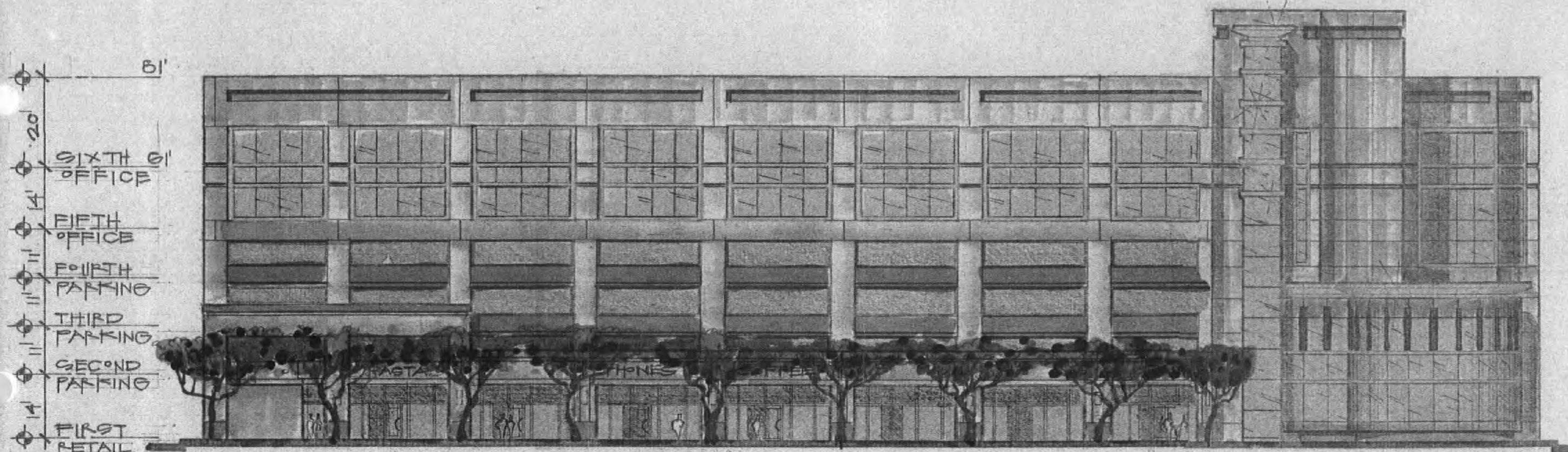
me this 24 day of October 2003,

by Dana R. Luft

NOTARY PUBLIC

My Commission Expires:





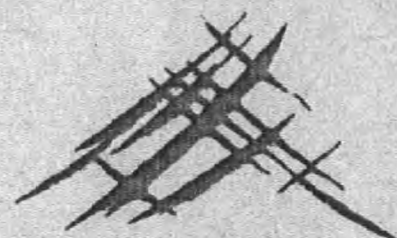
CLARKE AVE. ELEVATION

SCALE 1/8"=1'-0"

SIERRA CORPORATE PLAZA

BULL DOG SITE
LAS VEGAS, NEVADA

024-039-00
9.28.03



Sierra Crest Equities, LLC

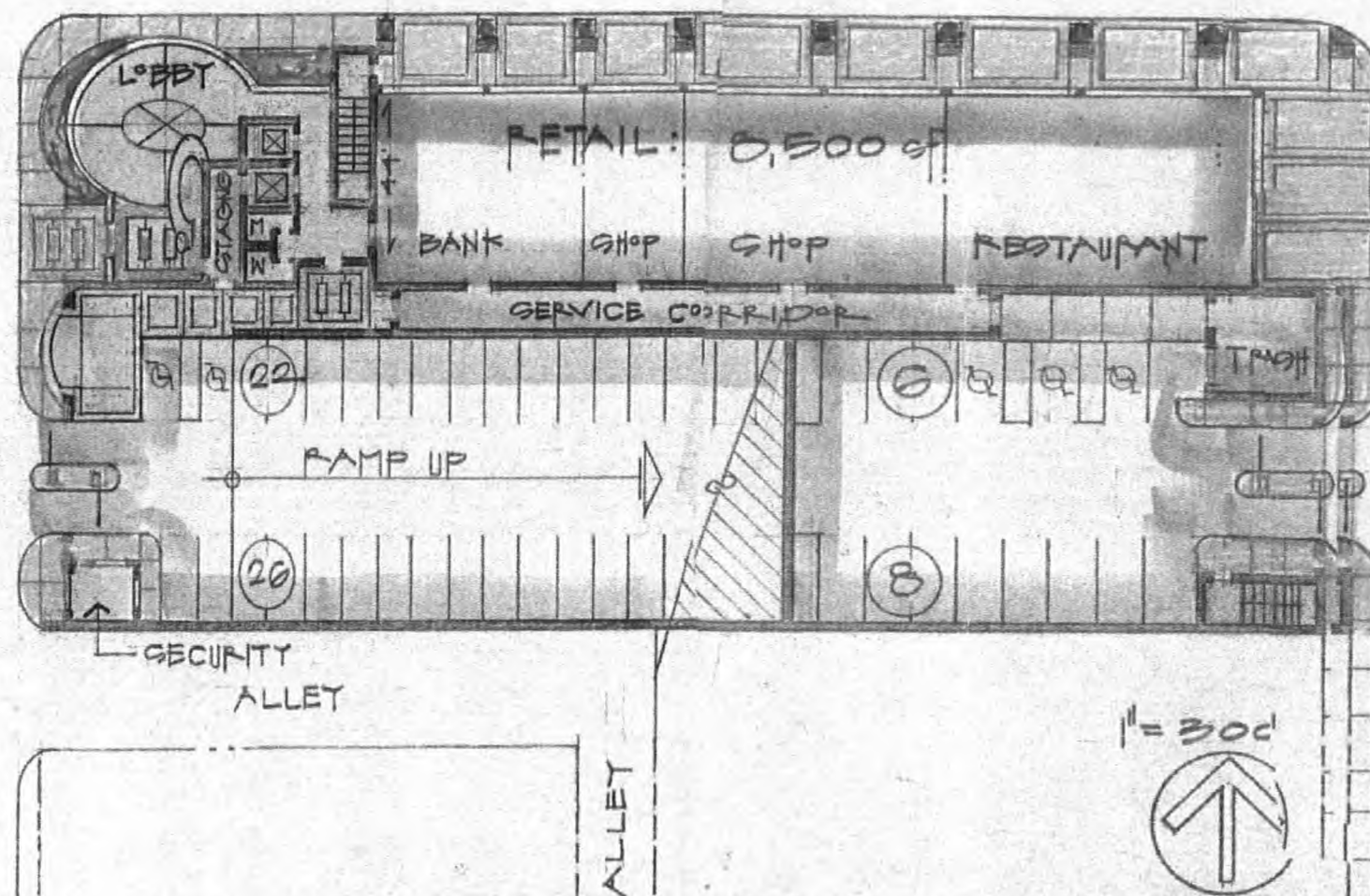
architect
planning
interior
landscape
urban design
general

WARE MALCOMB

5037 executive parkway, suite 200
san francisco, california 94134
p 415.774.1400 f 415.774.1401

LAS VEGAS BLVD.

CLARKE AVE.



FIRST FLOOR PLAN

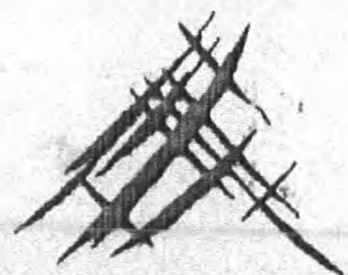
SIERRA CORPORATE PLAZA

BULL DOG SITE
LAS VEGAS, NEVADA021-039.00
9.28.03

PROJECT DATA:

□ SITE AREA	AC.
300 BUILDING	
□ OFFICE 70 sf	sf
□ PARKING 100 sf	sf
□ RET. 8,500 sf	8,500 sf
TOTAL: AL: 100	
A.R.: 5.97%	
PARKING	
OF D.C.: 4/1000	
TAIL: 5/1000	
REQUIRED: 343	
PROVIDED: 300	

ST. TITUS



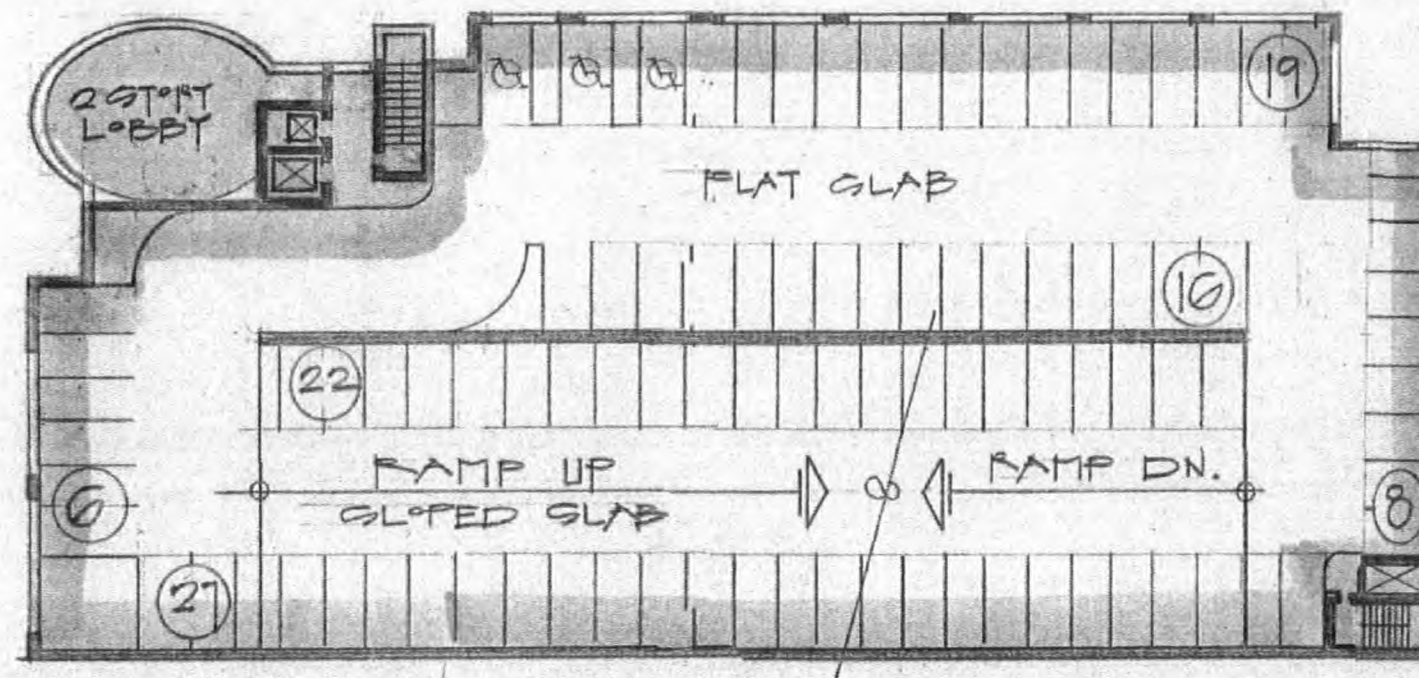
Sierra Crest Equities, LLC

architecture
planning
interiors

interior
san ramon
woodland hills
san diego

WARE MALCOMB

1520 executive parkway, suite 200
san ramon, california 94583

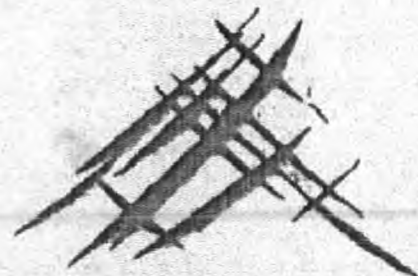


SECOND thru FOURTH FLOOR PLAN

■ SIERRA CORPORATE PLAZA ■

BULL DOG SITE
LAG VEGAS, NEVADA

024.039.00
9.28.03



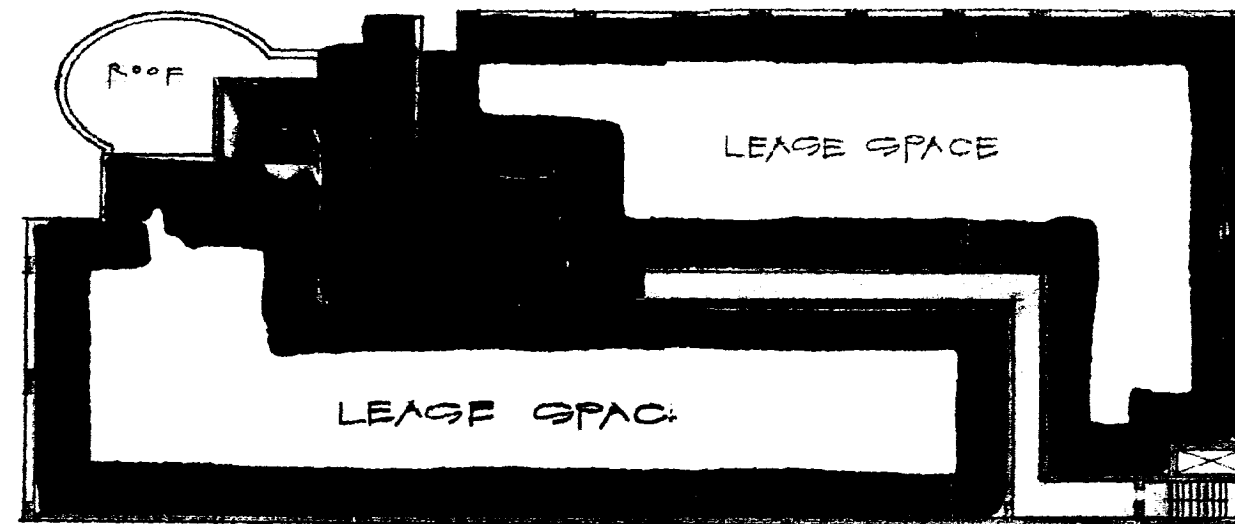
Sierra Crest Equities, LLC

architect
planning
interiors

interior
and exterior
woodland hills
san diego
denver

WARE MALCOMB

500 executive parkway suite 200
san francisco california 94103
p 415.244.9000 f 415.244.9031

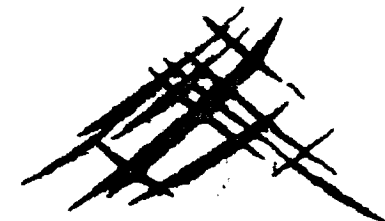


FIFTH & SIXTH FLOOR PLAN

■ SIERRA CORPORATE PLAZA ■

PULL DOG SITE
LAS VEGAS, NEVADA

024-039-00
9-28-03



Sierra Crest Equities, LLC

architect
planning
interiors

office
1000
san diego
california 92101

WARE MALCOMB

1000 executive parkway suite 200
san diego, california 92101
p: 619 544 9000 f: 619 544 9001

City of Las Vegas

Agenda Item No. 86

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: CITY CLERK**DIRECTOR: BARBARA JO (RONI) RONEUMUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS:**

ANIMAL ADVISORY COMMITTEE – Gretchen Stone, Term Expiration 4-3-2004 (Resigned)

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

This board is comprised of 5 members who serve two-year terms, no limit to the number of terms that may be served and no requirement to fill an unexpired portion of a term. There is no City residency requirement. Since Ms. Stone is moving out of state, it will be necessary to appoint a new member.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Appointee will fill a new two-year term.

BACKUP DOCUMENTATION:

1. E-mail from Roger Van Oordt, Animal Control Supervisor, Detention & Enforcement, including resignation from Gretchen Stone
2. Current Listing and Authority - Animal Advisory Committee

MOTION:**REESE – ABEYANCE to 11/19/2003 - UNANIMOUS****MINUTES:**

COUNCILWOMAN MONCRIEF noted that she has someone in mind with whom she would like to speak.

There was no further discussion.

(11:44 – 11:46)

2-2542

Donna Willey

From: Roger Vanoordt
Sent: Wednesday, October 15, 2003 10:14 AM
To: Roni Ronemus; Donna Willey
Cc: Mike Sheldon; Wayne Griffin; Karen Coyne
Subject: Animal Advisory Committee

Gretchen Stone, a long term Animal Advisory Committee member has resigned her position effective immediately. The reason Gretchen is resigning her position is because she is moving to Idaho. She will be moving November 8th. Gretchen has faithfully served on the Committee since April of 1996. She has always made herself available to attend meetings. Her good judgement and expertise in making recommendations to the Court will be missed. I feel a Letter of Appreciation or some type of recognition from the City is in order. We will need to replace her position as soon as possible, as there is a meeting tentively scheduled for November 19.

Roger Van Oordt
 Animal Control Supervisor
 City of Las Vegas
 (702) 229-2401

-----Original Message-----

From: Gretchen Stone [mailto:windrush@speakeasy.net]
 Sent: Wednesday, October 15, 2003 9:41 AM
 To: Roger Vanoordt
 Subject: Re: e-mail verification

Mr. Roger Vanoordt
 It is with regret that I will have to resign from the City Of Las Vegas Animal Advisory board, as of this date October 15, 2003. Thank you for letting me serve the community.
 Gretchen Stone
 Windrush Cockers
 Las Vegas, NV
 ASC Member

----- Original Message -----

From: "Roger Vanoordt" <RVanoordt@ci.las-vegas.nv.us>
 To: <Windrush@speakeasy.net>
 Sent: Wednesday, October 15, 2003 9:19 AM
 Subject: e-mail verification

>
 >
 >

3-19-2003

ANIMAL ADVISORY COMMITTEE

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ORIGINAL CODE</u>	<u>APPT.</u>	<u>TERM EXPIRES</u>
1. DOLGINOFF, MARK A. DVM (Adamsen's recom.) (Reese's recom.) (M. McDonald's recom.)	2003 Silverton Drive (Henderson) Of: 1024 E. Twain Ave.	89074 89109	3-20-1996 (Reapp. 3-9-1998) (Reapp. 3-1-2000) (Reapp. 2-20-2002)	3-20-2004
2. STONE, GRETCHEN (Adamsen's recom.) (Reese's recom.) (M. McDonald's recom.)	6485 West Laredo St. (County)	89146	4-3-1996 (Reapp. 3-9-1998) (Reapp. 3-1-2000) (Reapp. 2-20-2002)	4-3-2004
3. COLUMBO, STACI (Mack's recom.) Replaced Diana Chesnoff (Mack's reappoint.)	10289 Placid Street (Ward 6)	89123	11-15-2000 (Resigned 10-23-2000) (Reapp. 10-16-2002)	11-15-2004
4. BUTCHE, SUSAN (Adamsen's recom.) (Reese's recom.) (Reese's recom.) (Reese's recom.)	6170 Buckskin Avenue (County)	89108	4-5-1995 (Reapp. 3-10-1997) (Reapp. 3-8-1999) (Reapp. 3-7-2001) (Reapp. 3-19-2003)	4-5-2005
5. DUKES, AMBER (Brown's recom.) (Brown's recom.)	301 Arnold Street (Ward 5)	89120	2-7-1996 (Reapp. 2-2-2000) (Reapp. 1-16-2002)	2-7-2004

Authority: Ord. #3618, Bill 91-75 adopted 12-4-91 (repealed #1777),
LVMC 7.16.050 - Ord. #5220, Bill 2000-30, adopted 5-17-2000, updates
City's animal control regulations.

Members: 5 members (do not have to represent any specific areas or categories)

Appointed: Appointed by the City Council.

Term: 2 yr. terms (no limit to number of terms)
Do not have to fill unexpired portion of term.

Notes: No City residency requirement.
No financial disclosure requirement.

Prior Code: Ord. #1777, adopted 7-2-75

PURPOSE: Committee is convened by Municipal Court. After a criminal complaint has been filed, Municipal Court may refer the question of whether an animal is vicious, dangerous, or ferocious to the Animal Advisory Committee.

City of Las Vegas

Agenda Item No. 87

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS:****PARK & RECREATION ADVISORY COMMISSION – Patrick Trout, Term Expiration 12-12-2003 (Resigned)****Fiscal Impact**

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

PURPOSE/BACKGROUND:

I have been advised that Patrick Trout has resigned. The term of office will expire December 12, 2003. There is no City residency requirement, terms are for three years and there is no limit to the number of terms that may be served. It will be necessary for a member of City Council to recommend an appointment to fill Mr. Trout's unexpired term.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. It will be necessary to fill Mr. Trout's unexpired term which expires December 12, 2003.

BACKUP DOCUMENTATION:

1. Memorandum from Councilman Larry Brown with recommendation
2. Memorandum from Councilman Larry Brown – notice of resignation
3. Current Listing and Authority-Park & Recreation Advisory Commission
4. Board Interest Form – Arthur L. Wilkerson

MOTION:

BROWN – Motion to APPOINT CHRIS LAZZARO, 7329 Hollywood Park Avenue, Las Vegas, Nevada 89129, for a three-year full term effective 12/12/2003 - UNANIMOUS

MINUTES:

There was no discussion.

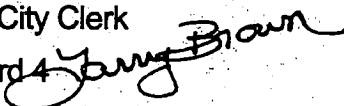
(11:46 – 11:47)

2-2602

Memorandum

City of Las Vegas

To: Barbara Jo (Roni) Ronemus, City Clerk

From: Councilman Larry Brown, Ward 4 

CC: Darcy Hayes

Date: October 24, 2003

Re: Appointment of Park and Recreation Board Member

This memorandum will serve as my recommendation for the appointment of Mr. Chris Lazzaro to the vacancy in the Park and Recreation Board.

Chris is very concerned about the park and open space projects the Northwest, as well as the overall park, and recreational concerns for the entire City of Las Vegas.

Please do not hesitate to contact my office if you have any questions concerning the above.

Memorandum

City of Las Vegas

To: Barbara Jo (Roni) Ronemus, City Clerk
From: Councilman Larry Brown, Ward 4 *Larry Brown*
CC: Darcy Hayes
Date: October 24, 2003
Re: Resignation of Park and Recreation Board Member

Please allow this memorandum to serve as notice of the resignation of our Park and Recreation Board Member, Patrick Trout. His resignation is effective immediately.

Patrick has enjoyed serving on the Board, but he has informed me that he must resign due to family commitments.

Please do not hesitate to contact my office if you have any questions concerning the above.

10-23-2003

PARK & RECREATION ADVISORY COMMISSION

<u>MEMBERS</u>	<u>ZIP ADDRESS</u>	<u>CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. CASALEGGIO, DAVE (M. McDonald' recommendation)	352 Mallard Street	107	2-05-2003	2-05-2006
2. O'NEILL, TIM (Mack' recommendation)	8905 Colorful Pines (Ward 6)	143	12-04-2002 (Term begins 12-11-2002)	12-11-2005
~~3. TROUT, PATRICK (Brown' recommendation)~~	~~3601 Silver Brook Street (Ward 4)~~	~~129~~	~~12-06-2000 (Effect 12-12-2000)~~	~~12-12-2003~~
	RESIGNED			
4. SAPLING, WALTER T. (Adamsen' recommendation) (Brown' recommendation) (Reese' recommendation)	2828 Bluffpoint Drive (Ward 4)	134	11-06-1996 (Term begins 1-08-1997) (Reappoint CC 12-15-1999) (Reappoint CC 1-08-2003)	1-08-2006
5. HEENAN, LETIA (LEE) M. (Adamsen' recommendation) (Goodman' recommendation)	4527 Alpine Place (Ward 1)	107	9-1974 (Reappoint CC 12-15-1997) (Reappoint CC 1-03-2001)	1-03-2004
6. ROMEO, DONALD MD. (Hawkins' recommendation) (M. McDonald' recommendation) (Mack' recommendation)	Hm: 4821 Black Bear Road Condominium No. 101 (Ward 6)	129	1-1977 (Reappoint CC 11-06-1996) (Reappoint CC 10-20-1999) (Reappoint CC 10-16-2002)	11-18-2005
7. BLACKBURN, BRENT (Reese' recommendation) (Filled unexpired term of Mattie Martin - Deceased)	1205 James Street (Ward 3)	101	10-18-2000 (Reappoint CC 12-05-2001)	1-06-2005
8. CORDEIRO, CARLOS (Brown' recommendation) (Filled unexpired term of Zelda Weingard)	2004 White Falls St. (Ward 4)	128	6-4-2003	11-18-2005
9. SHEA, MARJEAN (Mayor Jones' recommendation) (Reese' recommendation) (Reese' recommendation)	7056 Hillcroft Way (County)	147	11-06-1996 (Term begins 12-11-1996) (Reappoint CC 12-01-1999) (Reappoint CC 11-20-2002)	12-11-2005
10. WHITE, MALCOLM D. (L. B. McDonald' recommendation) (Filled unexpired term of Jack Doyle - Deceased)	8504 Copper Falls Avenue (Ward 4)	129	11-07-2001	4-01-2004
11. SHERMAN, LISA B. (Brass' recommendation) (Formerly Lisa Cavaretta) (Home - 3077 Yankee Clipper Dr., 89117) (Reese' recommendation)	P. O. Box 80104 (Mailing) (Ward 2)	180	4-01-1992 (Reappoint CC 4-05-1995) (Reappoint CC 3-23-1998) (Reappoint CC 3-07-2001)	4-01-2004

Park & Recreation Advisory Commission
 Page 2
 6-6-2003

PARK AND RECREATION ADVISORY COMMISSION

12.	FOGER, CHARLES (Weekly' recommendation)	1121 Tumbleweed Avenue (Ward 5)	106	11-06-2002 (Reappt. 2-19-2003)	3-24-2006
13.	LANCES, JENNIFER (M. McDonald' recommendation)	Administrative Services, 6 th Floor P. O. Box 551712 (Ward 1)	155	3-19-2003	3-19-2006
14.	HAUPT, ERNIE (Adamsen' recommendation) (L. McDonald' recommendations)	1434 Cottonwood Place (Ward 3)	101	12-07-1998 (Reappoint (Reappoint	3-24-2006 CC 3-01-2000) CC 3-05-2003)
15.	McCURDY, WILLIAM (Goodman' recommendation) (Replaced Manny Abeyta - Moved out of state) (Goodman' recommendation)	1117 Hart Avenue (Ward 5)	106	12-05-2001 (Reappoint	2-20-2006 CC 1-22-2003)

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS, WAS NAMED "MEMBER EMERITUS" BY THE PARK AND RECREATION ADVISORY BOARD FOR HER LONG SERVICE TO THIS BOARD.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Park & Recreation Board.

AUTHORITY: LVMC 2.42. Amended by Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Bill 91-2)

TERM: 3 years (no limit to number of terms)
(must fill unexpired terms)

NOTES: No City residency requirement.

NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, Ordinance 5346, adopted 8-1-2001.

MEETS: Meets 2nd Wednesday of each month, 5:00 P.M., 749 Veterans Memorial Drive, Conference Room



City of Las Vegas Board, Commission, or Committee Interest Form

Name: MR. ARTHUR L. WILKERSON

Home Street Address: 2251 S. FORT APACHE Rd. #20-1123

City: LAS VEGAS ZIP Code: 89117

Work Street Address: N/A

City: N/A ZIP Code: N/A

Employer: RETIRED Occupation: RETIRED

Home Phone Number: N/P Work Phone Number: N/A

Other Phone Number: 702-580-7846 Email Address: AWILKERSON50@NETZERO.NET

Please list the boards, commissions, or committees that you are interested in serving on:

YOUTH NEIGHBOR HOOD ASSOC. (YNAPP)

BOARD OF CIVIL SERVICE TRUSTEES - PARKS AND REC. BOARD

NEIGHBOR PARTNERS FUND BOARD

For office use only

CLV Y ☒ N ☐

Ward 2

Date 5/6/2003

served on in the past (Use additional pages, _____)

MOT Community College Criminal Justice Advisory Board

STATE OF MICHIGAN EEO AND DIVERSITY ADVISORY BOARD

CITIZEN'S ADVISORY COUNCIL - LIVINGSTON COUNTY - FIA

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

HAVE WORKED FOR BOTH PUBLIC AND PRIVATE ORGANIZATIONS AS

WELL AS SERVED AS VICE PRESIDENT, PRESIDENT OF COMMUNITY BASED SERVICE

ORGANIZATION. SERVED AS LIAISON FOR FAMILY INDEPENDENCE

AGENCY - BUREAU OF JUVENILE JUSTICE - MAXEY SCHOOL

Please list any of your relatives or friends that work for the entity in which you would be serving:

- NONE -

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 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.

2251 South Fort Apache Road # 20-1123
Las Vegas, Nevada 89117

Residence: (702) 788-233-1578

OBJECTIVE

A challenging and rewarding senior level management position with an organization that will utilize my extensive transferable skills and experience to our mutual benefit.

SUMMARY OF QUALIFICATIONS

Offering considerable expertise in the following significant areas:

Excellent communication skills in interrelating with a diverse group of individuals on all levels coupled with the ability to manage a large variety of difficult tasks and responsibilities simultaneously and effectively. Goal oriented individual who thrives on the opportunities for the accomplishment of success by working independently or within a group or team environment. Self-starter possessing excellent observation and evaluation skills to utilize existing standard operating procedures while exercising prudent judgement in decision making areas. Ability to create or implement original ideas that combine interactively to enhance both short term and long term strategies for success. A dedicated, confident leader committed to achieving the given task. Excellent Speaker, Motivator, and Facilitator who is inquisitive, hard working and has a genuine interest in helping others.

EDUCATION

Spring Arbor University, Spring Arbor, Michigan
Bachelor of Arts: Management and Organizational Development * January 1994

Lansing Community College, Lansing, Michigan
Coursework in Business Management * 1989-1990

Areas of Study

Labor Relations * Organizational Development
Strategic Planning * Management Development * Quality Management
Staff Development * Diversity * Policies and Procedures

Personal Profile

I am a dedicated professional who has earned the respect of my peers as an industrious, benevolent and amiable individual; while my pragmatic approach to problem solving has merited confidence with my superiors through regular job level advancements. I am a well organized and versatile worker whose educational and professional successes have been measured by hard work, reliability, competence, confidence, and sacrifice underscored by personal commitment and performance.

PROFESSIONAL HISTORY

Spectrum Human Services

Westland, MI

DIRECTOR: Eliot Juvenile Center

2001 - Present

Directed professional/paraprofessional staff at a fifty six bed youth residential facility. Oversaw the implementation of the agency's Administrative Policies and Procedures for operations. Reviewed, edited and wrote final disciplinary actions investigation reports. Supervised the investigation process, data collection, and interviews of management team for policy and licensing violations. Maintained master copies of all records and files related to grievance outcomes, discipline and investigations. Conduct random surveys for customer satisfaction. Develop quality improvement plans. Board meetings, Fund Raisers. Staff selection, staff training and development. Wrote corrections plans. Public Relations

State of Michigan, Bureau of Juvenile Justice

Whitmore Lake, MI

CHIEF OF STAFF:

1999 - 2001

Member of the Executive Management Team with responsibilities in the following areas:

Liaison for BJJ and Inspector Generals office * Assist and Advisor to the Director

* Employee misconduct investigations * Civil Rights investigations

Staff Training and Development * Staff Recruitment * Diversity Training * Community Relations/Public

Speaking * Program Design * Staff Selection * Policies and Procedure

Public Communications * Special Assignments

State of Michigan

Whitmore Lake, MI

OPERATIONS PROGRAM MANAGER:

1998-1999

Serve as the First line Supervisor of four Residential Supervisors. Second line Supervisor to forty five direct care personnel. Duties consist of the following:

Direct/supervise the daily functions of the residential center's Operations

Supervise first line supervisor's * Supervise second line, direct care youth specialist

Coordinate center's staff development and training process * Maintain all center Benefit funds *

Coordinate all center procurement activities * Coordinate all account purchases

Employee Interviews * Performance appraisals * Budgeting

State of Michigan

Whitmore Lake, MI

PROGRAM MANAGER:

1995, 1997-1998

Responsibilities of Direct supervision of four Case Managers and two Treatment Staff Teams.

Duties and responsibilities:

Plan/lead weekly team treatment meetings

Review youth cases to evaluate coordination of services * Create Quarterly Activity Reports Develop and implement corrective action plans

Interview/hire/discipline employees * Liaison for Agency and Probate Court

Labor Relations and Probate Court liaison * Analyze Data

Conduct Quality Control Reviews /Performance Appraisals * Assist in Case Load Management

Coordinate and train with OTSD in Residential Care

State of Michigan

Whitmore Lake, MI

SUPERVISOR:

1995-1997

A first line supervisor with the responsibilities of supervising direct care staff. Oversight of daily operations in the state's largest juvenile residential treatment facility. Other responsibilities include:

Conducted youth intake * Interviewed/hired employees
 Work Force Planning/ Direct and assign work locations for staff
 Grievance hearings
 Instructed /trained staff in local, state and federal policies and procedures
 Conducted licensing inspections in residential buildings
 Reviewed treatment team strategies
 Did Payroll/Time keeping
 Did purchased authorization/ maintained youth accounts/benefit funds

State of Michigan

Whitmore Lake, MI

ADMINISTRATIVE ADVISOR:

1993 -1994

Serve as advisor/assistant to the Campus Director of the Maxey Training School. Advise on matters relating to state and Maxey Training School campus policies.

Attend state level meetings * Did program planning
 Developed standard operating procedures for Campus
 Advised campus/center directors on state mandates
 Participated in union negotiations/Labor Management
 Interrupt state policies * Managed special projects
 Committee chairmanships * Citizens Advisory

State of Michigan

Whitmore Lake, MI

SHIFT SUPERVISOR:

1989-1993

Oversee the daily operations of a one hundred twenty bed youth residential living unit. With duties including:

Supervised Direct Care Staff
 Assigned work locations
 Maintained time and attendance records
 Supervised living unit safety inspections
 Authorized Purchasing /Inventory control
 Time keeping/Payroll

State of Michigan

Whitmore Lake, MI

LEAD WORKER:

1986-1989

Serve as senior staff person to six multi-disciplinary treatment teams for delinquent youth. Responsible for:

Monitored creation of team strategies
 Liaison for treatment staff and management personnel
 Reviewed treatment teams strategies
 Monitored youth and staff movement on and off campus
 Trained teams in treatment modalities
 Time keeping/Payroll

State of Michigan

Detroit, MI

TREATMENT MANAGER: Phoenix Shelter Center

1985-1986

Manage the on going daily treatment and operations as well as the intake of protective service and delinquent youth while in short term placement.

Treatment program designed

Reviewed case assessments

Daily consultations with on site social worker

Staff recruitment

Conducted weekly meeting with treatment team

Interviewed/hired employees

Staff Training and Development

Involved in grievances/union negotiations

Attended county level management meetings

Timekeeping/Payroll

Computer Skills

Word 2000, Powerpoint, E-Mail, Internet, Excel, Publisher

Professional Appointments

Mott Community College Criminal Justice Advisory Committee- 1999, 2002
 State of Michigan Equal Opportunity and Diversity Advisory Board 1992-1993, 2001
 Citizen Advisory Council 1988-1989, 1996-1997
 Maxey Training School Public Relations Coordinator 1994-1997

Professional Organizations

National Juvenile Detention Association
 National Trainers Association
 American Management Association

Honors

Spectrum Human Services Cause for Applause 2002
 State of Michigan, Bureau of Juvenile Justice Outstanding Employee 1995-1996
 MTS Outstanding Employee Award 1995-1996
 MTS Outstanding Employee Award 1994-1995
 MTS Directors Award 1993-1994

City of Las Vegas

Agenda Item No. 88

**AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003**

DEPARTMENT: CITY CLERK**DIRECTOR: BARBARA JO RONEUMUS**☐**CONSENT**☒**DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS:**

Appointment and reappointment of Members to the Community Development Recommending Board

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

This Board, which expired May 21, 2003, reviews all Community Development Block Grant and other funding sources and makes recommendations to the City Council on the applicants eligible to receive these funds. There are currently 24 members on this board who fill six-month terms. Members may serve up to 6 consecutive terms.

RECOMMENDATION:

Recommended appointments (served previously): Rebecca Boman, Marlene Monteolivo, LuAnn Baker, Marcia Washington, Sandra Sellman, Tyrone Thompson, Monica Caruso, Al Jacobsen, Rosemary Hall, Trish Truesdell, Tony Mayorga, Vincent Adams, June White, Ken Evans, M. Dean DuPalo, Jay Hiner, and Regina Porter

Recommended appointments (new): Peggy Pound, Eduardo Lopez-Rajo, Doug DeMasi, Israel Fuentes, Alejandro Rodriguez, Bette Craik, and Mauricio Vasquez

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Current Community Development Recommending Board Listing and Authority

MOTION:

REESE -Motion to REAPPOINT and APPOINT the above recommended members - UNANIMOUS

MINUTES:

COUNCILMAN REESE thanked the current and new members for serving.

There was no further discussion.

(11:47 - 11:48)

2-2658

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: CITY CLERK****ITEM DESCRIPTION: Appointment and reappointment of members to the Community Development Recommending Board**

Following is the list of the proposed appointees to the Community Development Recommending Board and their appropriate categories.

First Name	Last Name	Organization Name	Address	City	State	Zip
Vincent	Adams	Community at Large	9504 Calico Gardens Ave.	Las Vegas	NV	89134
Ken	Evans	West Las Vegas	1973 North Nellis – Suite #488	Las Vegas	NV	89115
June	White	Homeless Services	1532 Singing Bird Lane	Las Vegas	NV	89031
Rosemary	Hall	Community at large	8204 Sedona Sunrise Dr.	Las Vegas	NV	89128
M. Dean	DuPalo	Community at large	209 Oakford St.	Las Vegas	NV	89110
Trish	Truesdell	Community at large	201 Las Vegas Blvd. So.	Las Vegas	NV	89101
Jay	Hiner	Banking & Lending	3345 So. Maryland Parkway	Las Vegas	NV	89109
Rebecca	Boman	Community at large	124 Rosemary Lane	Las Vegas	NV	89107
Al	Jacobsen	Downtown	237 North 20 th Street	Las Vegas	NV	89101
Regina	Porter	Community at large	409 Finch Ridge Avenue	Las Vegas	NV	89032
Tyrone	Thompson	Comm. Based/Serv.	500 So. Grand Central Parkway	Las Vegas	NV	89106
Monica	Caruso	Housing & Develop	3685 Pecos-McLeod	Las Vegas	NV	89121
Marcia	Washington	Education	1101 Ralston Drive	Las Vegas	NV	89106
Tony	Mayorga	Senior Services	5905 Cherry Blossom Ct.	Las Vegas	NV	89130
LuAnn	Baker	Meadows Village	1304 Las Vegas Blvd.	Las Vegas	NV	89104
Sandra	Sellman	West Las Vegas	6241 Bellota	Las Vegas	NV	89107
Marlene	Monteolivo	Youth Services	2211 N. Rampart #131	Las Vegas	NV	89128
Peggy	Pound	Community at Large	6324 Shady Valley Ct	Las Vegas	NV	89130
Eduardo	Lopez-Rajo	East Las Vegas	1675 Love Bird Ln	Las Vegas	NV	89115
Doug	DeMasi	Business Institution	2716 Bayo Ct.	Las Vegas	NV	89102
Israel	Fuentes	East Las Vegas	3220 Sandy Lane	Las Vegas	NV	89115
Alejandro	Rodriguez	Social Services	1391 E Stewart Ave Apt #211	Las Vegas	NV	89101
Bette	Craik	Community at Large	4416 Alta	Las Vegas	NV	89107
Mauricio	Vasquez	Downtown	1311 Casino Center Blvd.	Las Vegas	NV	89101

10-23-2003

COMMUNITY DEVELOPMENT RECOMMENDING BOARD

	<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1.	JACOBSEN, AL	237 North 20th Street (Represents Business Institution)	01	12-19-2001 (Reap. 11-20-2002)	5-21-2003
2.	DENIS, MOISES	3204 Osage Avenue (Represents East Las Vegas)	01	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999) (Reap. 12-15-1999 - Effect. 1-8-2000) (Reap. 12-6-2000) (Reap. 11-21-2001) (Reap. 11-20-2002)	5-21-2003
3.	WARRICK, BERTHA	1600 Pinto Lane (Represents Social Services)	06	1-8-1997 (Reap. 1-8-1998) (Reap. 12-21-1998 - Effect. 1-8-1999) (Reap. 12-15-1999 - Effect. 1-8-2000) (Reap. 12-6-2000) (Reap. 11-21-2001) (Reap. 11-20-2002)	5-21-2003
4.	BOMAN, REBECCA	1500 San Juan Hills (Represents Senior Services)	34	12-15-1999 (Reap. 12-6-2000) (Reap. 11-21-2001) (Reap. 11-20-2002)	5-21-2003
5.	WASHINGTON, MARCIA	1101 Ralston Drive (Represents Education)	06	12-15-1999 (Reap. 12-6-2000) (Reap. 11-21-2001) (Reap. 11-20-2002)	5-21-2003
6.	SELLMAN, SANDRA	6232 Bellota (Represents West Las Vegas)	07	12-15-1999 (Reap. 12-6-2000) (Reap. 11-21-2001) (Reap. 11-20-2002)	5-21-2003
7.	MONTEOLIVO, MARLENE	2211 N. Rampart #131 (Represents Youth Services)	28	12-15-1999 (Reap. 12-6-2000) (Reap. 11-21-2001) (Reap. 11-20-2002)	5-21-2003
8.	ROSEMARY HALL	8204 Sedona Sunrise Drive (Represents Community at Large)	28	12-6-2000 (Reap. 11-21-2001) (Reap. 11-20-2002)	5-21-2003
9.	TYRONE THOMPSON	500 South Grand Central Parkway (Represents West Las Vegas)	06	12-6-2000 (Reap. 11-21-2001) (Reap. 11-20-2002)	5-21-2003

10.	MARGARET MAUL	1160 North Town Center Drive (Represents Community at Large)	44 (Reap. 11-21-2001) (Reap. 11-20-2002)	2-21-2001	5-21-2003
11.	LEONARD TALARICO, JR.	2104 Spencer (Represents Downtown)	04 (Reap. 11-21-2001) (Reap. 11-20-2002)	12-6-2000	5-21-2003
12.	MONICA CARUSO	3685 Pecos-McLeod (Represents Housing & Development)	21 (Reap. 11-21-2001) (Reap. 11-20-2002)	12-6-2000	5-21-2003
13.	TRISH TRUESDELL	201 South Las Vegas Blvd. (Represents Downtown)	01 (Reap. 11-21-2001) (Reap. 11-20-2002)	12-6-2000	5-21-2003
14.	TONY MAYORGA	5905 Cherry Blossom Ct. (Represents Community at Large)	30 (Reap. 11-21-2001) (Reap. 11-20-2002)	12-6-2000	5-21-2003
15.	LUANN BAKER	1304 Las Vegas Boulevard (Represents Meadows Village)	04 (Reap. 12-6-2000) (Reap. 11-21-2001) (Reap. 11-20-2002)	12-15-1999	5-21-2003
16.	VINCENT ADAMS	9504 Calico Gardens Avenue (Represents Community at Large)	34 (Reap. 11-20-2002)	11-21-2001	5-21-2003
17.	JUNE WHITE	1532 Singing Bird Lane (Represents Homeless Services)	31 (Reap. 11-20-2002)	11-21-2001	5-21-2003
18.	DEAN DUPALO	209 Oakford Street (Represents Community at Large)	10	11-20-2002	5-21-2003
19.	KEN EVANS	1973 North Nellis, Apt. 488 (Represents Community at Large)	15	11-20-2002	5-21-2003
20.	TRACIE LEWIS	2277 Martin Luther King Blvd. (Represents Community at Large)	06	11-20-2002	5-21-2003
21.	REBECA MARTINEZ	1312 North 22 nd Street, Apt. 2 (Represents Community Service)	01	11-20-2002	5-21-2003
22.	MARTA MINTY	4740 East Van Buren (Represents East Las Vegas)	10	11-20-2002	5-21-2003
23.	JAY HINER	3345 South Maryland Parkway (Represents Banking & Lending)	09	11-20-2002	5-21-2003
24.	REGINA PORTER	409 Finch Ridge Avenue North Las Vegas (Represents Community at Large)	32	11-20-2002	5-21-2003

Community Development Recommending Board
11-20-2002
Page 3

GENERAL PURPOSE: Review all Community Development Block Grant, HOME Investment Partnership, and Housing Opportunities for Persons with AIDS (HOPWA) applications for funding and making recommendations to the City Council on those applicants that should receive funding.

AUTHORITY: Created by City Council action on 1-8-1997 and members appointed on 1-8-1997.
(By-laws amended 12/15/99 to increase membership by four (4) members for a total of 31 members)(By-Laws amended 12/6/2000 to decrease term of office to six months) (By-Laws amended 8/15/2001 to reduce membership to 24 members)

TERMS: SIX MONTH TERMS - May serve up to 6 consecutive Terms. **NO FINANCIAL DISCLOSURE REQUIRED.**
(Must fill unexpired term.) (Membership is not transferable or assignable)
(Initially, 14 members appointed for 2 yr. terms to insure continuity on the Board.)

MEMBERS: 24 members appointed by the Mayor and City Council
THE MEMBERS SHALL REPRESENT THE FOLLOWING AREAS OF EXPERTISE OR BACKGROUND:

- 1 - West Las Vegas Neighborhood;
- 1 - East Las Vegas Neighborhood;
- 1 - Downtown Neighborhood;
- 1 - Meadows Village Neighborhood;
- 1 - Community Service Organization;
- 1 - Homeless Services Organization;
- 1 - Senior Services Organization;
- 1 - Social Services Organization;
- 1 - Educational Institution;
- 1 - Gaming Institution;
- 1 - Special Needs Organization;
- 1 - Youth Services Organization;
- 2 - Housing & Development Organization;
- 2 - Banking &/or Lending Institution;
- 8 Community at Large.

City of Las Vegas

Agenda Item No. 89

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS:**

Discussion and possible action to amend the By-Laws for the Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board to change the Board Appointment date from January 21 of each year to a date to be determined by the City of Las Vegas

Fiscal Impact

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

PURPOSE/BACKGROUND:

The Youth Neighborhood Association Partnership Program Grant Review Board was established by Council action on March 1, 2000. It is a service-learning program encouraging young people to take an active role in their neighborhood. Each year, Council appoints the YNAPP Grant Review Board on January 21. By changing the bylaws to allow the date of the Board appointments to be determined by the city of Las Vegas, the YNAPP grant funding cycle can be adjusted to make the grants available in January of each year. This will give participating project teams six months to spend the grant funds before the end of the city of Las Vegas fiscal year. The adjustment will also make the YNAPP grant funding cycle coincide with the Clark County School District calendar, giving participating schools the opportunity to complete their YNAPP projects before the end of the year. Terms of office are one year and members may be reappointed to consecutive one-year terms.

RECOMMENDATION:

Approve changing the Youth Neighborhood Association Partnership Program bylaws to show the beginning of the YNAPP Grant Review Board's term as a date to be determined by the city of Las Vegas.

BACKUP DOCUMENTATION:

Amended bylaws – Youth Neighborhood Association Partnership Program (YNAPP) Grant Review Board

MOTION:

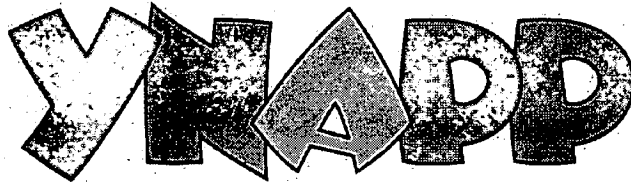
REESE – APPROVED as recommended – UNANIMOUS

MINUTES:

There was no discussion.

(11:48 – 11:49)

2-2716



Youth Neighborhood Association Partnership Program

Neighborhood Youth Serving the Community

**BYLAWS OF THE CITY OF LAS VEGAS
YOUTH NEIGHBORHOOD ASSOCIATION PARTNERSHIP PROGRAM
GRANT REVIEW BOARD**

**ARTICLE ONE
OFFICES**

The principal offices of the Youth Neighborhood Association Partnership Program ("Board") shall be located at 400 East Stewart Avenue, 2nd Floor, Las Vegas, Nevada. The Board may have such other offices as the City of Las Vegas may determine from time to time.

**ARTICLE TWO
MEMBERS**

Section 1. Members. The Board shall consist of fifteen (15) members.

Section 2. Election of Members. All members of the Board shall be appointed by the Mayor and City Council ("City Council") of the City of Las Vegas. The members shall be appointed annually at a date to be determined by the City of Las Vegas. The Board shall be comprised of the Mayor's two (2) designees, one (1) Council designee from each of the six Council Wards. The Mayor shall also appoint seven (7) youth from geographically diverse locations throughout the City of Las Vegas.

Section 3. Voting Rights. Each member in good standing shall be entitled to one vote on each matter submitted to a vote of the members.

Section 4. Termination of Membership. If any member of the Board misses three (3) consecutive meetings without prior authorization of the Chairperson, the Board shall send a letter to the member suggesting the member's resignation. If said resignation is not forthcoming, the Board may recommend to the City Council that the member be removed from the Board.

Section 5. Resignation. Any member may resign by filing a written resignation with the Chairperson of the Board.

Section 6. Term. The initial term of office for each member shall be one year. Members may be reappointed to consecutive one year terms as necessary.

Section 7. Transfer of Membership. Membership on this Board is not transferable or assignable.

ARTICLE THREE MEETINGS OF MEMBERS

- Section 1. Notice of Meetings.** Written or granted notice stating the place, day, and hour of any meeting of members shall be posted in accordance with the Open Meeting Laws of the State of Nevada and delivered, either personally or by mail, to each member entitled to vote at such meeting not less than three (3) nor more than seven (7) days before the date of such meeting, by or at the direction of the Chairperson of the officers or two (2) members of the Board calling the meeting. If mailed, the notice of a meeting shall be deemed to be delivered when deposited to the United States mail addressed to the member at his or her address as it appears on the records of the Board, with postage thereon prepaid.
- Section 2. Quorum.** Attendance by nine (9) members of the Board shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.

ARTICLE FOUR BOARD OF MEMBERS

- Section 1. General Purpose.** The purpose of the Board is to review Youth Neighborhood Association Partnership Program applications and recommend awards to the City of Las Vegas City Council.
- Section 2. Number, Tenure, and Qualifications.** The number of Board members shall be fifteen (15). All members of the Board shall be appointed annually by the Mayor and City Council ("City Council") of the City of Las Vegas and need not be City residents.
- Section 3. Regular Meetings.** A regular meeting of the Board members shall be held without any other notice than this bylaw. The Board may provide, by resolution, the time and place for holding additional regular meetings without other notice than such resolution. Additional regular meetings shall be held at a location to be designated by the Board with the assistance of the City's Neighborhood Services Department or appropriate City Department.
- Section 4. Quorum.** A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board; but, if less than a majority of the Board members are present at any meeting, a majority of the members present may adjourn the meeting from time to time without further notice.
- Section 5. Board Decisions.** The act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Board members, unless the act of a greater number is required by law or by these bylaws.

Section 6. Vacancies. Any vacancy occurring in the Board members and any membership to be filled by reason of any increase in the manner of members, shall be filled by an appointment by the City Council of the City of Las Vegas. A member appointed to fill a vacancy shall serve for the unexpired term of his or her predecessor in office.

Section 7. Compensation. Members of such Board shall not receive any stated salaries for their services.

ARTICLE FIVE OFFICERS

Section 1. Officers. The officers of the Board shall be a Chairperson, one Vice-Chairperson, and such other officers as may be elected in accordance with the provisions of this article.

Section 2. Election and Term of Office. The officers shall be elected from the Board members at the first regular meeting of the Board after the date of annual appointments by the Mayor and City Council. The initial term of office for each member shall be one year. Members may be reelected to consecutive one-year office terms.

Section 3. Removal. Any officer elected may be removed by the Board members whenever a member misses three (3) consecutive meetings without prior authorization from the Chairperson and the Board sends a letter to the member suggesting resignation. If said resignation does not occur, the Board may recommend to the City Council that the member be removed.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Las Vegas City Council for the remaining portion of the term.

Section 5. Powers and Duties. The several officers shall have such powers and shall perform such duties as may from time to time be specified in resolutions or other directives of the Board. In the absence of such specifications, each officer shall have the powers and authority and shall perform and discharge the duties of officers of the same title serving in boards having the same or similar general purposes and objectives as this Board. The Chairperson shall preside at all meetings and has general supervision of the matters of the Board. The Vice-Chairperson will assist and assume the duties of the Chairperson in his or her absence.

ARTICLE SIX BOOKS AND RECORDS

The Board shall keep correct and complete minutes of the proceedings of its members, the Board, and exercising any of the authority of this Board, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Board may be inspected by any member, or his or her agent or attorney, or any member of the public, for any proper purpose at any reasonable time.

ARTICLE SEVEN AMENDMENT OF BYLAWS

These bylaws may be altered, amended, or repealed, and new bylaws may be adopted by the City Council of the City of Las Vegas.

City of Las Vegas

Agenda Item No. 90

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:****BOARDS & COMMISSIONS:****PLANNING COMMISSION – Craig Galati, Term Expiration 6-2005 (Resigned)****Fiscal Impact**☐**No Impact****Amount: \$80 per meeting attended**☒**Budget Funds Available****Dept./Division: Planning & Development**☐**Augmentation Required****Funding Source: General Fund****PURPOSE/BACKGROUND:**

Mr. Craig Galati has resigned his position with the Planning Commission effective October 9, 2003. With the enactment of Ordinance 5193 in January 2000, this appointment is coterminous with the appointing Councilmembers' term of office, and will expire in June 2005. Terms are for four years with a limit of two full terms, and unexpired terms must be filled. Appointee must be a City of Las Vegas resident, and this is a compensatory board.

RECOMMENDATION:

Procedure for this Board is a recommendation by the appropriate member of Council with the approval of Council. Councilman Brown is to recommend a new representative to fill Mr. Galati's unexpired term, which expires June 2005.

BACKUP DOCUMENTATION:

1. Letter of Resignation
2. Current Listing & Authority – Planning Commission
3. Board Interest Form – Darlene G. K. Hutchinson

MOTION:**BROWN – ABEYANCE to 11/19/2003 – UNANIMOUS****MINUTES:**

TODD FARLOW, 240 N. 19th Street, expressed his appreciation to MR. GALATI for all his input while serving on this board.

TOM McGOWAN, Las Vegas resident, mentioned that it would be appropriate to recognize STEVE QUINN for his seven years of service on the Planning Commission. Moreover, consideration should be given to reappointing him to the board.

COUNCILMAN WEEKLY asked CITY CLERK RONEMUS when he and COUNCILMAN MACK would be able to appoint representatives of Wards 5 and 6, respectively, to the Child Care Licensing Board. CITY CLERK RONEMUS answered that appointments could be made as soon as the ordinance to expand the board is adopted.

*City of Las Vegas***Agenda Item No. 90****CITY COUNCIL MEETING OF NOVEMBER 5, 2003****Boards & Commissions****Item 90 – Planning Commission****MINUTES – Continued:**

There was no further discussion.

(11:49 – 11:51)

2-2742

Craig S. Galati
10200 Owls Peak Court
Las Vegas, Nevada 89144

October 9, 2003

Mayor Oscar Goodman and Members of the City Council
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Planning Commission Resignation

Dear Mayor and Council;

It is with a heavy heart that I write this letter. After serving on the City of Las Vegas Planning Commission for six years, I find myself in a place where I must resign from the commission due to business commitments. My resignation will be effective at the end of the Planning Commission meeting of October 9, 2003.

As you know, I have enjoyed serving the City in this capacity and have always tried to do so to the best of my ability. I am very proud of the accomplishments that our Commission and ultimately the City Council worked so diligently toward. I am also grateful to you and the City Council for allowing me the opportunity to serve. I have been very fortunate to serve with dedicated, informed, and reasoned people on the Commission over my tenure. We all have one thing in common, trying our best to make Las Vegas the best place to live and work.

Thank you for your support and a special thank you to Councilman Brown, who believed in my abilities when he first recommended my appointment in 1997. I wish the best of luck to the Commission and the Council and hope that I will again be afforded the opportunity to serve the City of Las Vegas in the future.

Sincerely;



Craig S. Galati

/csg

2003 OCT 24 A 11:25

RECEIVED
CITY CLERK

10-24-2003 Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PLANNING COMMISSION

<u>MEMBERS</u>	<u>ADDRESS</u>	<u>ZIP CODE</u>	<u>ORIGINAL APPT.</u>	<u>TERM EXPIRES</u>
1. TRUESDELL, RICK (Chairman) (Mayor's recommendation)	Cornerstone Company 201 Las Vegas Blvd. S. #250 (Ward 5)	01	1-19-2000 (Appointed as coterminous appointment) (Reappt. 6-18-2003)	6-2007
2. DAVENPORT, LEO (Moncrief's recommendation)	GFD Investments 540 St. Louis (Ward 1)	04	8-20-2003	6-2007
3. ~~GALATI, CRAIG~~ ~~(Brown's recommendation)~~	~~Lucchesi/Galati Architects~~ ~~500 Pilot Road, Suite A~~ ~~(Ward 2)~~	~~19~~	~~9-8-1997~~ ~~(Reap. 8-15-01 as coterminous appointment)~~	~~6-2005~~
4. McSWAIN, LAURA (L. McDonald recommendation)	Terra Contracting, Inc. 5380 S. Valley View, Suite H (Ward 2)	18	6-20-2001 (Appointed as coterminous appointment)	6-2005
5. GOYNES, BYRON A. (Weekly's recommendation)	6424 Eagle Point Road (Ward 6)	08	2-16-2000 (Reapp. 5-16-01 as coterminous appointment) (Reappt. 6-18-2003)	6-2007
6. NIGRO, TODD (Mack's appointment)	3965 S. Durango Dr., Ste. 106 (Ward 6)	47	8-7-2002 (Effec. 8-19-02)	6-2005
7. EVANS, STEVEN (Reese's appointment) (Replaced Lanny Littlefield)	State of Nevada 555 E. Washington Ave, #3300 (Ward 3)	01	8-1-2001 (Appointed as coterminous appointment) Eff. 8-1-2001) (Reappt. 6-18-2003)	6-2007

AUTHORITY: NRS 278 - L.V.M.C. 2.44
(11-15-95 Ord. 3940, Bill 95-73, removed restriction that PC members could hold no other public office - this restriction was previously removed by the Legislature from NRS.)
(Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001, to indicate financial disclosure requirement)
(Amended per Bill 2001-145, Ordinance 5409 - First Amendment, adopted 1-2-2002, to increase compensation for members from \$50.00 to \$80.00 per meeting attended, effective October 1, 2001 per SB554)

TERM: 4 years (limited to 2 full terms; no former member who has completed two full terms will be eligible for appointment until at least two years from term expiration have elapsed.) (LVMC 2.44.020; 1-19-2000 Ord. 5193, Revised the expiration of members' terms to run concurrent with the term of the elected official recommending their appointment)
Must fill unexpired terms.

COMPENSATION: \$80.00 per meeting attended

APPOINTED: 7 Members-each member of the City Council recommends one person for appointment w/approval of Council. Terms are coterminous with the member making the recommendation (Appointees may not be members of the elected governing body - NRS 278.040)

10-24-2003 Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PLANNING COMMISSION

Page 2

NOTES:

MUST BE CITY OF LAS VEGAS RESIDENT.

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

MEETINGS:

Meets 2nd & 4th Thursday of each month, 6:00 PM, Council Chambers, January through October, and 1st and 3rd Thursday, November and December. (Briefing 5:15 P.M.)

PURPOSE:

The Planning Commission is advisory to the City Council on matters related to zoning and other related issues and serves as a final action board for Tentative and Final Maps.



City of Las Vegas Board, Commission, or Committee Interest Form

2003 AUG 18 A 11:33

RECEIVED
CITY CLERKName: Darlene G.K. HutchinsonHome Street Address: 451 Crestdale Lane #138City: Las Vegas ZIP Code: 89144Work Street Address: same as above

City: _____ ZIP Code: _____

Employer: Self Occupation: developer - investorHome Phone Number: 702 3134333 Work Phone Number: _____Other Phone Number: 775 8461111 Email Address: DGK118@201.com

2003 AUG 18 A 11:23

RECEIVED
CITY CLERK

Please list the boards, commissions, or committees that you are interested in serving on:

Arts CommissionCity Center Development CorporationClark County Conservation District BoardHistoric Preservation CommissionPlanning Commission

Page 1 of 2

For office use only

CIV. ☒ NWard 2Date 8/20/2003

Please list any boards, commissions, or committees that you serve on, or have served on in the past (Use additional pages, if necessary):

Advisory Board to Redevelopment
Agency, 1980's, City of San Marcos, CA.
Rick Gittings, city manager

Please discuss your qualifications to serve on any boards, commissions, or committees (Use additional pages, if necessary):

Developer, investor, 25 years, in
industrial, commercial, and minor
subdivisions, San Diego County, CA.
Washoe County, NV., and Clark
County, NV.

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 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

2003 AUG 18 A 11:2
RECEIVED
CITY CLERK

*You may be required to be resident of the City of Las Vegas to serve certain boards, committees, or commissions.

Page 2 of 2

Community Service:

- 1) Volunteer of the month, San Diego County, 1980's
- 2) Las Vegas Art Museum, 2002 nominee Community Enrichment Award

City of Las Vegas

Agenda Item No. 91

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003**DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:**

Bill No. 2003-79 – Establishes zoning requirements for facilities that provide testing, treatment, or counseling for drug or alcohol abuse or for sex offenses, and updates zoning provisions regarding similar and related uses. Proposed by: Robert S. Genzer, Director of Planning and Development

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

This bill will establish zoning requirements for facilities that provide testing, treatment, or counseling for drug or alcohol abuse or for sex offenses, and will update zoning provisions regarding similar and related uses. The bill is intended to more precisely define these types of uses so that they can be properly located.

RECOMMENDATION:

ADOPTION at 11/5/2003 City Council meeting as a First Amendment pursuant to the 10/13/2003 Recommending Committee.

First Reading – 10/1/2003; First Publication – 10/24/2003

BACKUP DOCUMENTATION:

Bill No. 2003-79 First Amendment

MOTION:

WEEKLY – Second Reading and **BILL ADOPTED** as a First Amendment as Ordinance No. 5633 – UNANIMOUS

MINUTES:

CITY ATTORNEY JERBIC announced that MARCO MATTHEWS and ALFONSO AYALA III would be shadowing him for the next six weeks.

CITY ATTORNEY JERBIC then mentioned that ATTORNEY BILL CURRAN is interested in this bill because he represents the Choices Group. Those existing licensed businesses are grandfathered in. This bill does not amortize any existing business.

There was no further discussion.

*City of Las Vegas***Agenda Item No. 91**

CITY COUNCIL MEETING OF NOVEMBER 5, 2003

City Attorney

Item 91 – Bill No. 2003-79

MINUTES – Continued:

NOTE: Subsequent to the meeting CITY ATTORNEY JERBIC clarified that ATTORNEY BILL CURRAN represents the property owner who leases to Choices Group.

(11:51 – 11:53)

2-2894

City of Las Vegas

Agenda Item No. 92

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:**

Bill No. 2003-80 – Updates enforcement measures and remedies regarding abandoned and inoperable vehicles that are left on private property under certain circumstances. Sponsored by: Councilwoman Janet Moncrief

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

This bill will update enforcement measures and remedies regarding abandoned and inoperable vehicles that are left on private property under certain circumstances. The bill will allow Neighborhood Services to achieve the removal of these vehicles when they are left for extended periods of time within a multifamily residential parking lot and in a location that is visible from public property.

RECOMMENDATION:

ADOPTION at 11/5/2003 City Council meeting pursuant to the 10/13/2003 Recommending Committee.

First Reading – 10/1/2003; First Publication – 10/24/2003

BACKUP DOCUMENTATION:

Bill No. 2003-80

MOTION:

WEEKLY – Second Reading and **BILL ADOPTED** as recommended as Ordinance No. 5634 – UNANIMOUS

MINUTES:

There was no discussion.

(11:53 – 11:54)

2-2980

City of Las Vegas

Agenda Item No. 93

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2003-77 – Amends child care facility and personnel licensing provisions, and increases the membership of the City Child Care Licensing Board. Proposed by: Mark Vincent, Director of Finance and Business Services

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

This bill provides that the Child Care Licensing Board (Board) shall have the same number of members as the City Council, with each member of the City Council to appoint one member to the Board subject to Council approval. Final approval authority of child care facility licensees and directors will vest with the Board, with the right of appeal to the City Council being granted to current and prospective licensees. Emergency authority to suspend the licenses of child care facility licensees and approvals of directors will be vested with the Department of Finance and Business Services. Increases in the licensing fees for child care facilities are also being proposed.

RECOMMENDATION:

ADOPTION at 11/19/2003 City Council meeting as a First Amendment pursuant to the 11/3/2003 Recommending Committee.

First Reading – 9/17/2003; First Publication – 11/7/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

11/19/2003 Council Agenda

City of Las Vegas

Agenda Item No. 94

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 2003-83 – Adopts the 2003 Editions of the International Building Code and the International Residential Code, together with amendments thereto. Proposed by: Paul K. Wilkins, Director of Building and Safety

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

For many years the City has used the Uniform Building Code, together with local amendments, as the City's Building Code. The Uniform Building Code has been replaced by the International Building Code and International Residential Code, now in their 2003 editions. This bill will adopt those Codes, together with amendments, as the City's Building Code.

RECOMMENDATION:

ADOPTION at 11/19/2003 City Council meeting pursuant to the 11/3/2003 Recommending Committee.

First Reading – 10/29/2003; First Publication – 11/7/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

11/19/2003 Council Agenda

City of Las Vegas

Agenda Item No. 95

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 2003-84 – Amends the City's version of the Uniform Administrative Code to adapt it to the City's adoption of the International Building Code and International Residential Code as the City's Building Code. Proposed by: Paul K. Wilkins, Director of Building and Safety

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

In a companion bill, it is proposed that the City adopt the 2003 editions of the International Building Code and International Residential Code as the City's Building Code. The City's Administrative Code includes the administrative provisions that correspond to the Building Code, so this bill will amend the City's Administrative Code to correspond to the adoption of the International Codes.

RECOMMENDATION:

ADOPTION at 11/19/2003 City Council meeting pursuant to the 11/3/2003 Recommending Committee.

First Reading – 10/29/2003; First Publication – 11/7/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

11/19/2003 Council Agenda

City of Las Vegas

Agenda Item No. 96

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 2003-85 – Adjusts the building height, lot coverage, and on-site parking requirements and limitations applicable to senior citizen apartments, and adjusts the lot coverage limitations applicable to certain mixed-use developments that include a residential component. Proposed by: Robert S. Genzer, Director of Planning and Development

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

Senior citizen apartments and similar residential uses that have the potential to form part of mixed-use developments have faced certain development difficulties relating to building height, lot coverage and on-site parking. This bill will adjust those restrictions so as to encourage and facilitate these types of development.

RECOMMENDATION:

ADOPTION at 11/19/2003 City Council meeting pursuant to the 11/3/2003 Recommending Committee.

First Reading – 10/29/2003; First Publication – 11/7/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

11/19/2003 Council Agenda

City of Las Vegas

Agenda Item No. 97

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003**DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 2003-86 – Makes minor corrections to the maps that depict the boundaries of the downtown area as described in the Downtown Las Vegas Centennial Plan, the Las Vegas 2020 Master Plan, and the Downtown Overlay District. Proposed by: Robert S. Genzer, Director of Planning and Development

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

A number of maps that were adopted as part of the City's Downtown Las Vegas Centennial Plan, Las Vegas 2020 Master Plan, and Downtown Overlay District vary slightly from the descriptions of the boundaries that were approved for those areas and that were intended to be represented by the maps. This bill will amend the various maps to conform them to the boundaries that were intended to be reflected in the maps.

RECOMMENDATION:

ADOPTION at 11/19/2003 City Council meeting pursuant to the 11/3/2003 Recommending Committee.

First Reading – 10/29/2003; First Publication – 11/7/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

11/19/2003 Council Agenda

City of Las Vegas

Agenda Item No. 98

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 2003-87 – Requires all massage therapists and independent massage therapists to have their business licenses on their persons while performing massages, and changes the qualifying criteria for such licensing. Proposed by Mark Vincent, Director of Finance and Business Services

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

This bill will enhance City code enforcement efforts, by requiring that all massage therapists and independent massage therapists have their business licenses on their persons while performing massages. Additionally, this bill repeals the requirement for a certificate of graduation from a recognized school of massage as a requirement of licensing and instead requires that a person be certified by a recognized certifying agency as proficient in massage or that he or she has a current license with Clark County in order to be licensed.

RECOMMENDATION:

ADOPTION at 11/19/2003 City Council meeting pursuant to the 11/3/2003 Recommending Committee.

First Reading – 10/29/2003; First Publication – 11/7/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

11/19/2003 Council Agenda

City of Las Vegas

Agenda Item No. 99

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: FINANCE AND BUSINESS SERVICES**DIRECTOR: MARK R. VINCENT**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 2003-88 – Interim warrant ordinance providing for the issuance of a General Obligation Interim Warrant for Special Improvement District No.1502 (Grand Montecito Parkway) not to exceed \$6,000,000 - Ward 6 (Mack)

Fiscal Impact☐**No Impact****Amount: \$6,285,000**☒**Budget Funds Available****Dept./Division: Public Works - S.I.D.**☐**Augmentation Required****Funding Source: Special Assessments****PURPOSE/BACKGROUND:**

This ordinance authorizes and directs the issuance of a general obligation interim warrant for the payment of the costs and expenses within Special Improvement District No.1502 (Grand Montecito Parkway). Grand Montecito Parkway is part of the Town Center loop road system. The project will include installation of full-width pavement, median islands, storm drain facilities, curb and gutter, streetlights, commercial driveways, fire hydrants, sewer mains and laterals, and water mains and laterals. This obligation is expected to be refinanced through the issuance of General Obligation Bonds in or about March 2005. The Interim Warrant (as well as any later bond refinancings) is a general obligation of the City, though property assessments are expected to provide the funding necessary for all debt service requirements.

RECOMMENDATION:

ADOPTION at 11/19/2003 City Council meeting pursuant to the 11/3/2003 Recommending Committee.

First Reading – 10/29/2003; First Publication – 11/7/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

11/19/2003 Council Agenda

City of Las Vegas

Agenda Item No. 100

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 2003-90 – Amends Ordinance No. 5616, pertaining to drought conservation measures, to adjust the exemption provisions relating to the prohibition of fountains and water features.
Proposed by: Douglas Selby, City Manager

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

This bill would adjust the recently-adopted drought conservation ordinance to establish, instead of merely authorize, exemptions for certain water features. Among them: swimming pools, small water features in residential developments, recreational water features, and pre-existing features necessary to sustain aquatic animals. The bill would also 1) establish a process for resort hotels or coalitions thereof to obtain an exemption for certain water features based upon a request for exemption and the submittal of a water use reduction plan, and 2) provide for the limited operation of water features otherwise prohibited during drought conditions in order to maintain their integrity and functionality.

RECOMMENDATION:

ADOPTION at 11/19/2003 City Council meeting pursuant to the 11/3/2003 Recommending Committee.

First Reading – 10/29/2003; First Publication – 11/7/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

11/19/2003 Council Agenda

City of Las Vegas

Agenda Item No. 101

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003**DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:**

Bill No. 2003-91 – Increases sewer connection and user service fees by forty percent over two years and institutes a new five percent assessment on sewer users for the City's use, improvement and maintenance of its rights-of-way utilized to provide sewer services. Proposed by Mark Vincent, Director of Finance and Business Services

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

During the last ten years, without increasing sewer rates, the City has performed more than \$170,000,000.00 in capital improvements to increase capacity, comply with new regulatory standards and improve operational efficiency. Due to these expenditures the remaining reserve funds will be depleted by the end of the fiscal year 2005. Rate studies indicate that a 40% increase over the next two years, coupled with annual Consumer Price Index adjustments thereafter will be sufficient to regain a reserve balance for future needs. Additionally, due to the sewer systems use of City rights-of-way, a 5% assessment in lieu of franchise fees is being recommended. This bill addresses both of these issues.

RECOMMENDATION:

ADOPTION at 11/19/2003 City Council meeting pursuant to the 11/3/2003 Recommending Committee.

First Reading – 10/29/2003; First Publication – 11/7/2003

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

11/19/2003 Council Agenda

City of Las Vegas

Agenda Item No. 102

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****NEW BILL:**

Bill No. 2003-92 – Annexation No. ANX-2874 – Property location: On the west side of Rainbow Boulevard, 315 feet south of Red Coach Avenue; **Petitioned by:** John P. Neal, et al.; **Acreage:** 5.25 acres; **Zoned:** R-E (County zoning), R-E and U (O) (City equivalents).
Sponsored by: Councilman Michael Mack

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

The proposed ordinance annexes certain real property generally located on the west side of Rainbow Boulevard, 315 feet south of Red Coach Avenue. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (December 12, 2003) is set by this ordinance.

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. 2003-92 and Location Map

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

11/17/2003 Recommending Committee

11/19/2003 Council Agenda

(11:54 – 11:57)

2-3023

BILL NO. 2003-92**ORDINANCE NO. _____**

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (ANX-2874)

Sponsored by: Councilman Michael Mack Summary: Annexes property described generally as located on the west side of Rainbow Boulevard, 315 feet south of Red Coach Avenue.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY
ORDAIN AS FOLLOWS:

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

The South Half (S 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 3, Township 20 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada, being LOT 1 and LOT 2, as shown on the CERTIFICATE OF LAND DIVISION, LD 27-85, recorded May 14, 1985 in Book 2109 as Instrument Number 2068801, together with the adjoining half-street, rights-of-way of RAINBOW BOULEVARD [50.00 feet wide, as measured from the east line of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 3, formerly LORENZI BOULEVARD] and BALSAM STREET [30.00 feet wide, as measured from the west line of the South Half (S 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of said Section 3] as dedicated to CLARK COUNTY by that GRANT, BARGAIN, SALE DEED, recorded May 14, 1985 in Book 2109 as Instrument Number 2068802, both of Clark County, Nevada Records.

1 The Basis of Bearings and calculations of the above legal description is
2 South 00°31'57" West, being the east line of the Northeast Quarter (NE 1/4)
3 of Section 3, Township 20 South, Range 60 East, M.D.M., as annotated on
4 the RECORD OF SURVEY, as filed July 15, 1997 in File 90 of Surveys,
Page 25 of Clark County, Nevada Records. All other record sources cited
hereinabove have been rotated and adjusted, as necessary, to said File 90 of
Surveys, Page 25 basis.

5 SECTION 2: The City Council hereby determines that the described territory
6 meets the requirements provided by law for annexation to the City for the following reasons:

- 7 A. The area to be annexed was contiguous to the City's boundaries at the
8 time the annexation proceedings were instituted;
- 9 B. More than one-eighth (1/8) of the aggregate external boundaries of
10 the area are contiguous to the City;
- 11 C. The territory proposed to be annexed is not included within the
12 boundaries of another incorporated city or within the boundaries of
13 any unincorporated town as those boundaries existed as of July 1,
14 1983;
- 15 D. The City is eligible to annex the described territory since the
16 landowners have signed a petition constituting one hundred percent
17 (100%) of the owners of record of individual lots or parcels of land
18 within the annexation area.

19 SECTION 3: The City will provide police protection through the Las Vegas
20 Metropolitan Police Department, fire protection, street maintenance, and library services
21 immediately upon annexation. Garbage collection by the company franchised by the City
22 will also be provided immediately. The City sanitary sewer system will serve the proposed
23 annexation area. Any connection to or extension of this sewer line to serve the annexation
24 area shall be at the expense of the landowners. Other services, such as participation in the
25 City's recreational programs, special education classes and programs, public works planning,
26 building inspections, and other City services will also be available immediately. Utilities
27 such as gas, electricity, telephone, and water are provided by private utility companies and
28 other services to the area will not be affected by annexation. Street paving, curbs and gutters,

1 sidewalks and street lights which are not in place at the time of annexation will be installed
2 in the presently developed areas upon the request of the property owners and at their expense
3 by means of special assessment districts. Such improvements will be extended into the
4 undeveloped areas as development takes place and the need therefor arises, and will be
5 located according to the needs of the area at that time. Such installations will also be made
6 at the expense of the property owners, either by means of special assessment districts or as
7 prerequisites to the approval of subdivision plats, building permits or other land use or
8 development applications.

9 SECTION 4: The annexation of the described territory shall become
10 effective on the 12th day of December, 2003, and on that date the City will have the funds
11 appropriated in sufficient amount to finance the extension into the described territory of
12 police protection, fire protection, street maintenance, street sweeping, and street lighting
13 maintenance.

14 SECTION 5: The described territory, together with the inhabitants and
15 property thereof, shall, from and after the 12th day of December, 2003, be subject to all
16 debts, laws, ordinances and regulations in force in the City and shall be entitled to the same
17 privileges and benefits as other parts of the City, and shall be subject to municipal taxes
18 levied by the City.

19 SECTION 6: The City Engineer is hereby instructed to cause to be prepared
20 an accurate map or plat of the described territory and to record the map or plat, together with
21 a certified copy of this ordinance, in the office of the County Recorder of Clark County,
22 Nevada, which recording shall be done prior to the 12th day of December, 2003.

23 SECTION 7: The described territory, which previously has been zoned R-E
24 (County of Clark classification), is hereby classified with the following City of Las Vegas
25 classifications, which are deemed to be the City equivalents of the County classification:

26 The west half of the territory U (O)

27 The east half of the territory R-E

28 SECTION 8: If any section, subsection, subdivision, paragraph, sentence,

1 clause of phrase in this ordinance or any part thereof, is for any reason held to be
2 unconstitutional, or invalid or ineffective by any court of competent jurisdiction, such
3 decision shall not affect the validity or effectiveness of the remaining portions of this
4 ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares
5 that it would have passed each section, subsection, subdivision, paragraph, sentence, clause
6 or phrase thereof irrespective of the fact that any one or more sections, subsections,
7 subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid
8 or ineffective.

9 SECTION 9: All ordinances or parts of ordinances, sections, subsections,
10 phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las
11 Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

12 PASSED, ADOPTED and APPROVED this ____ day of _____,
13 2003.

14 APPROVED:

15
16 By OSCAR B. GOODMAN, Mayor

17 ATTEST:

18
19 BARBARA JO RONEMUS, City Clerk

20 APPROVED AS TO FORM:

21 Val Steed 10-22-03
22 Date

1 The above and foregoing ordinance was first proposed and read by title to the Council on the
2 ____ day of ____, 2003, and referred to the following committee
3 composed of ____ and ____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 ____, 2003, which was a ____ meeting of said Council; that
6 at said ____ meeting, the proposed ordinance was read by title to the City
7 Council as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

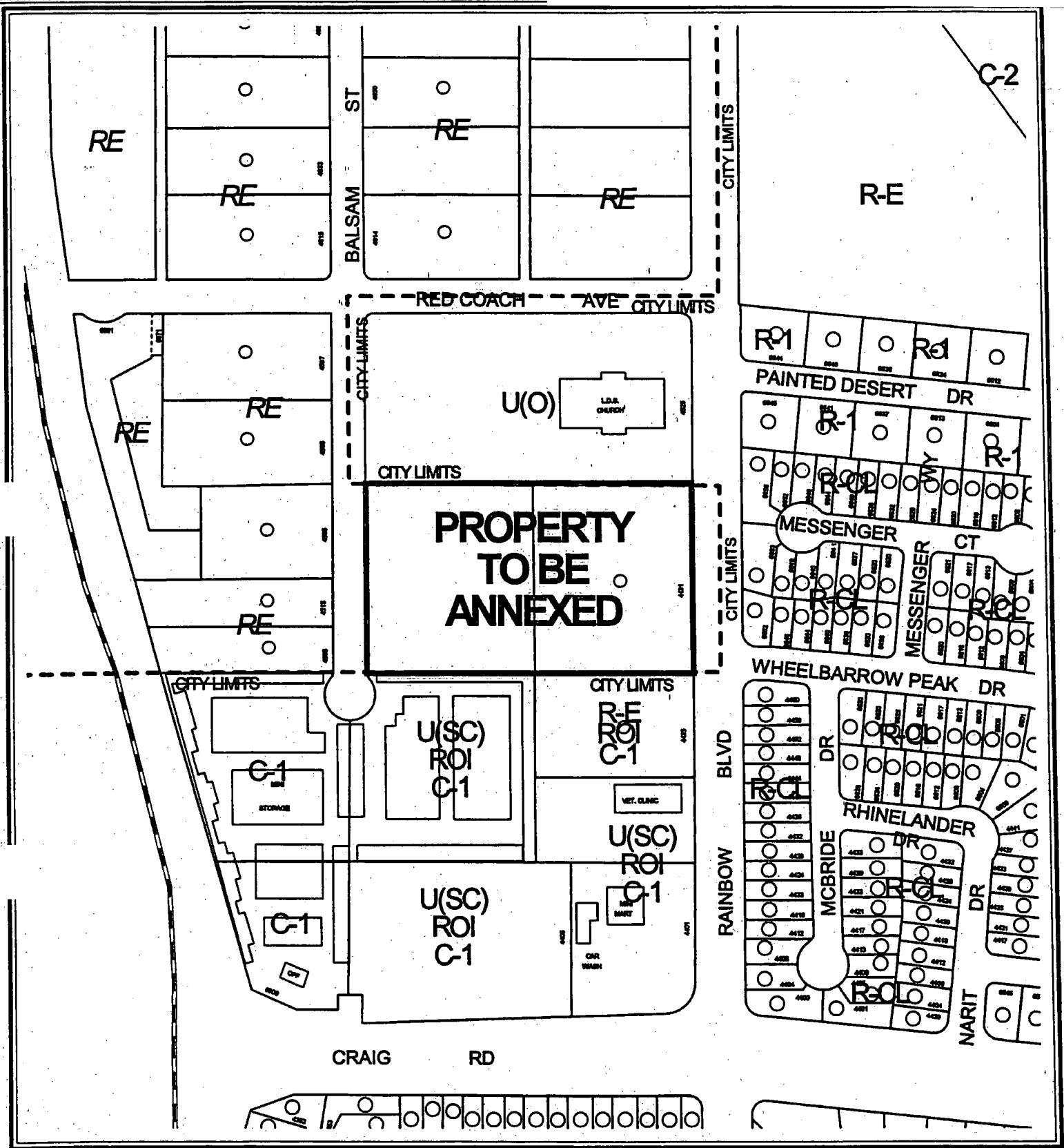
10 ABSENT: _____

11 APPROVED:

12
13 By OSCAR B. GOODMAN, Mayor

14 ATTEST:

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16 BARBARA JO RONEMUS, City Clerk
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CASE: ANX-2874

0 200 400 Feet



City of Las Vegas

Agenda Item No. 103

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****NEW BILL:**

Bill No. 2003-93 – Readopts LVMC 10.02.010 to make all State misdemeanors likewise City misdemeanors. Proposed by: Bradford R. Jerbic, City Attorney

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

Pursuant to LVMC 10.02.010, any offense that constitutes a misdemeanor under State law is also a misdemeanor under City law if it is committed within the corporate boundaries of the City. This permits prosecution of such an offense in Municipal Court. In order to assure that LVMC 10.02.010 is interpreted to incorporate State-law changes made during the 72nd Session and 20th Special Session of the Nevada Legislature, LVMC 10.02.010 should be readopted. This bill will accomplish that objective.

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. 2003-93

MOTION:

None required.

MINUTES:**First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF**

11/17/2003 Recommending Committee

11/19/2003 Council Agenda

(11:54 – 11:57)

2-3023

BILL NO. 2003-93**ORDINANCE NO. _____**

AN ORDINANCE TO READOPT THE MUNICIPAL CODE PROVISION MAKING STATE-LAW MISDEMEANORS CITY MISDEMEANORS IF COMMITTED WITHIN THE CITY.

Proposed by: City Attorney Bradford R. Jerbic

Summary: Readopts LVMC 10.02.010 to make all State misdemeanors likewise City misdemeanors.

**THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:**

WHEREAS, the Charter of the City of Las Vegas declares that any offense made a misdemeanor by the laws of the State of Nevada shall also be a misdemeanor in the City of Las Vegas whenever such offense is committed within the boundaries of said City; and

WHEREAS, the City Council has reaffirmed that declaration by means of the adoption of LVMC 10.02.010; and

WHEREAS, a number of criminal laws were enacted or amended by the Nevada Legislature during its 72nd Session and its 20th Special Session, some of which became effective upon passage and approval, and others of which become effective upon October 1, 2001, or upon some other date specified within those laws; and

WHEREAS, the City Council desires by this Ordinance to readopt LVMC 10.02.010 to include within its purview, to the extent affirmative action to do so is necessary, all the State misdemeanor laws which have been enacted by the Nevada State Legislature.

NOW, THEREFORE, BASED UPON THE FOREGOING:

**THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:**

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1 SECTION 1: Title 10, Chapter 2, Section 10, of the Municipal Code of the City of Las
2 Vegas, Nevada, 1983 Edition, is hereby readopted.

3 PASSED, ADOPTED and APPROVED this _____ day of _____, 2003.

4 APPROVED:

5
6 By _____
OSCAR B. GOODMAN, Mayor

7 ATTEST:

8
9 BARBARA JO RONEMUS, City Clerk

10 APPROVED AS TO FORM:

11 Val Steel

12 10-22-03
Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of _____, 2003, and referred to the following committee composed of
3 _____ and _____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 _____, 2003, which was a _____ meeting of said Council; that at said
6 _____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11 APPROVED:

12
13 By _____
OSCAR B. GOODMAN, Mayor

14 ATTEST:

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16 BARBARA JO RONEMUS, City Clerk
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City of Las Vegas

Agenda Item No. 104

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****NEW BILL:**

Bill No. 2003-94 – Establishes a traffic signal impact fee program for the City pursuant to State law. Proposed by: Richard D. Goecke, Director of Public Works

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

This bill is a reintroduction of Bill No. 2003-82, which was unable to be adopted because of the rescheduling of the October 15th Council meeting. The bill will establish a traffic signal impact fee program as authorized by State law. Under the program, new development will contribute moneys to help fund the installation of traffic signals. The contribution in each case will be in accordance with a fee schedule to be adopted by the City Council. Fee amounts will correspond to the land use assumptions and capital improvements plan that have been adopted by the Council.

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. 2003-94

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

11/17/2003 Recommending Committee

11/19/2003 Council Agenda

(11:54 – 11:57)

2-3023

BILL NO. 2003-94**ORDINANCE NO. _____**

AN ORDINANCE TO ESTABLISH A TRAFFIC SIGNAL IMPACT FEE PROGRAM FOR THE CITY PURSUANT TO STATE LAW, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Richard D. Goecke, Director of Public Works

Summary: Establishes a traffic signal impact fee program for the City pursuant to State law.

**THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:**

SECTION 1: Title 4 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, consisting of the provisions set forth as Sections 2 to 15, inclusive, of this Ordinance.

SECTION 2: (A) This Chapter may be known and cited as the "Traffic Signal Impact Fee Ordinance," and is referred to herein as "this Chapter." This Chapter is adopted under the authority of NRS Chapter 278B and shall be interpreted in accordance therewith. The provisions of this Chapter shall apply to all territory within the corporate limits of the City.

SECTION 3: It is the intent of the City Council to:

(A) Provide for the imposition and collection of a traffic signal impact fee upon all new development within the City to better accommodate orderly development of the land, reduce existing congestion, facilitate rapid traffic movement, and provide for anticipated future traffic needs; and

(B) Ensure that new development contribute its proportionate share of the cost of capital expenditures necessary to provide traffic signal system improvements that have a nexus to that development.

SECTION 4: The City Council hereby finds as follows:

(A) That traffic signals throughout the City are installed when warranted in accordance with the Manual on Uniform Traffic Control Devices. It is therefore appropriate to treat the City as a single service area for the purposes of calculating, collecting, and spending the traffic signal impact fees as set forth in this Chapter.

1 (B) That if and when impact fees are established in the future for improvements
2 other than traffic signals, it may be appropriate to divide the City into multiple service areas, each
3 served by a separate fund.

4 SECTION 5: For purposes of interpreting this Chapter, certain words used herein are
5 defined as follows:

6 "Applicant" means the person applying for a building permit from the City.

7 "Impact Fee Administrator" or "Administrator" means the Director of Public Works or the
8 Director's designee.

9 "Impact Fee" means the traffic signal impact fee authorized and imposed by this Chapter.

10 "Impact Fee CIP" means the 2003-2013 Capital Improvements Plan for Traffic Signal Impact
11 Fees, as adopted by the City and as amended or replaced from time to time.

12 "Manual on Uniform Traffic Control Devices" means the manual of that name, in the version
13 that has been adopted by the Nevada Department of Transportation pursuant to NRS 484.781 and
14 Section 408.411 of the Nevada Administrative Code.

15 "Traffic signal system improvements" means the installation of traffic signals at intersections
16 identified in the Impact Fee CIP as intersections for potential signalization or intersections where
17 signals are under design or construction. Traffic signal system improvements also include intersection
18 improvements in excess of minimum standards for a non-signalized intersection that represent partial
19 completion of improvements needed for later signalization. The components of a typical traffic signal
20 system improvement include without limitation the following: four Type "L" or "M" foundations
21 (type dependent on mast arm length); four signal poles, either Type XX-A or Type XX-B, with 400
22 watt luminaries; four mast arms ranging from 25 to 65 feet long; one controller foundation, one
23 controller cabinet; one 2070 controller; one service pedestal; four street name signs (internally
24 illuminated); twelve M-2 signal head assemblies; four M-5 signal head assemblies; four B-14T signal
25 head assemblies; four B1-T signal head assemblies; eight pedestrian signal head assemblies; eight
26 audible/tactile pedestrian push buttons; one #7 traffic signal pull box; five #5 traffic signal pull boxes;
27 seven P-30 fiber optic interconnect pull boxes; 1,200 linear feet of 3" traffic signal conduit; 2,700
28 linear feet of 3" to 4" interconnect conduit and fiber optic cable; a minimum of one fiber optic splice

1 enclosure; one self healing optical transceiver; one video detection processor with four cameras; one
2 emergency vehicle opticom preemption system; 700 linear feet of 25 conductor signal cable; signage
3 and polymer pavement markings; and 1,200 square feet of tack-on median island. The term "traffic
4 signal system improvements" includes improvements that are constructed in phases. For example,
5 a six-lane road may be initially striped for four lanes, with the initial signal improvements
6 corresponding to four lanes subsequently being upgraded to accommodate six lanes when the road is
7 ultimately striped for six lanes.

8 SECTION 6: An impact fee is hereby imposed upon new development within the
9 City in accordance with the provisions of this Chapter. The impact fee for particular development
10 shall be determined and paid at the time of issuance of a building permit for the development. The
11 applicant for a building permit shall be responsible for paying the impact fee.

12 SECTION 7: (A) The following shall be exempt from payment of the impact fee
13 imposed by this Chapter:

14 (1) The alteration of an existing dwelling unit where no additional dwelling
15 units are created.

16 (2) The replacement of a destroyed, partially destroyed or moved residential
17 structure with a new structure for the same use, with no increase in the number of dwelling units.

18 (3) The replacement of a destroyed, partially destroyed or moved
19 nonresidential structure with a new structure for the same use, with no increase in gross floor area.

20 (4) Any development for which a completed application for a building
21 permit was submitted prior to the effective date of this Chapter, provided that the construction
22 proceeds according to the provisions of the permit and the permit does not expire prior to the
23 completion of the construction.

24 (5) Any development that is subject to an approved master plan and a
25 developer agreement that provides for developer funding of all signalization improvements within the
26 master plan area.

27 (B) An exemption must be claimed at the time of application for a building permit.
28 The Impact Fee Administrator shall determine the validity of any claim for exemption that is made

1 pursuant to this Section.

2 (C) In order to promote the economic development of the City or the public health,
3 safety, and general welfare of its residents, the City Council may agree to pay some or all of the
4 impact fees imposed on a proposed development or redevelopment from other funds of the City that
5 are available for that purpose. Any such decision to pay impact fees on behalf of an applicant shall
6 be at the discretion of the City Council and shall be made pursuant to goals and objectives articulated
7 by the City Council.

8 SECTION 8: (A) Except as otherwise provided in Section 7 of this Ordinance, the
9 applicant for a building permit for new development shall pay a traffic signal impact fee in accordance
10 with a fee schedule that has been duly adopted by the City, as the schedule may be amended from time
11 to time. If any credit is due an applicant pursuant to Section 11 of this Ordinance, the amount of the
12 credit shall be deducted from the fee to be paid.

13 (B) If the type of development for which a building permit is requested is not
14 specified on the fee schedule adopted pursuant to this Section, the Impact Fee Administrator shall
15 determine the fee on the basis of the fee applicable to the most nearly comparable type of land use that
16 is listed on the fee schedule. The Administrator shall be guided in the selection of a comparable type
17 of land use by trip generation rates contained in the most current edition of the report titled Trip
18 Generation, prepared by the Institute of Transportation Engineers (ITE), or upon data or reports
19 appearing in the ITE Journal.

20 (C) In general, the impact fee imposed pursuant to this Chapter is assessed based
21 on the primary land use. In many instances, a lot or parcel of land may include auxiliary uses
22 associated with the primary land use. For example, in addition to the actual production of goods,
23 manufacturing facilities usually also have office, warehouse, research, and other associated functions.
24 If the applicant can document that a secondary land use accounts for over twenty-five percent of the
25 gross floor area of the structure, and that the secondary use is not assumed in the trip generation or
26 other impact data for the primary use, the impact fee may be assessed based on the disaggregated
27 square footage of the primary and secondary land use.

28 (D) If the type of development for which a building permit is requested is for a

1 change of land use type or for the expansion, redevelopment, or modification of an existing
2 development, the fee shall be based on the net increase in the fee for the new land use type or
3 development as compared to the previous land use type or development.

4 (E) In the event that the proposed change of land use type, redevelopment, or
5 modification results in a net decrease in the fee for the new use or development as compared to the
6 previous use or development, there shall be no refund of impact fees previously paid.

7 SECTION 9: (A) There is created a Traffic Signal Impact Fee fund (the "fund")
8 that is distinct from the general fund of the City. Impact fees received by the City must be deposited
9 in the fund, which shall be an interest-bearing fund.

10 (B) The fund shall contain only those impact fees that have been collected pursuant
11 to this Chapter, plus any interest which may accrue from time to time.

12 (C) Monies in the fund shall be considered to be spent in the order collected, on a
13 first-in/first-out basis.

14 (D) Monies in the fund shall be used only for the following:

- 15 (1) To pay for traffic signal system improvements;
- 16 (2) To pay debt service on any portion of any current or future general
17 obligation bond or revenue bond issued after the effective date of this Chapter and used to finance
18 traffic signal system improvements;
- 19 (3) To pay refunds, as described in Section 10 of this Ordinance; or
- 20 (4) To be used as credits against impact fees, as described in Section 11 of
21 this Ordinance.

22 (E) Monies in the fund shall not be used for the following:

- 23 (1) The acquisition of land or rights-of-way;
- 24 (2) The repair, operation or maintenance of existing or new traffic signals;
- 25 (3) Administrative or operating costs of the City;
- 26 (4) Debt service for any past general obligation bond or revenue bond
27 issued prior to the effective date of this Chapter, or any portion of any current or future bond issued
28 after the effective date of this Chapter and not used to finance traffic signal system improvements;

1 (5) The replacement of existing traffic signals to provide better service to
2 existing development or to meet more stringent safety, environmental or regulatory standards.

3 (F) Traffic signal system improvements eligible for the expenditure of impact fees
4 under this Chapter shall be limited to projects identified in the Impact Fee CIP as:

5 (1) Intersections for potential signalization; or

6 (2) Intersections where signals are under design or construction.

7 SECTION 10: (A) Any impact fee amount that has been collected from an applicant
8 but has not been spent within five years after the date on which it was collected is subject to being
9 refunded in accordance with the provisions of this Section. Any refund so paid shall also include
10 interest accruing from the date the fee was collected. In determining whether or not impact fees have
11 been spent for purposes of this Subsection (A), the provisions of Subsection (C) of Section 9 shall
12 apply.

13 (B) Written notice of the right to a refund, including the amount of the refund and
14 the procedure for applying for and receiving the refund, shall be sent or delivered to the present
15 owners of the property concerning which a refund is due within thirty days after the date the refund
16 becomes payable. Notice is sufficient if sent by regular mail to all present record owners of the
17 property.

18 (C) If an applicant has paid an impact fee required by this Chapter and the building
19 permit later expires without the possibility of further extension, and the development activity for
20 which the impact fee was imposed did not occur and no impact has resulted, the applicant who paid
21 the fee shall be entitled to a refund of the fee paid, without interest. In order to be eligible to receive
22 such refund, the applicant who paid the fee shall be required to submit an application for refund within
23 thirty days after the expiration of the permit or extension for which the fee was paid.

24 (D) At the time of payment of any impact fee under this Chapter, the Impact Fee
25 Administrator shall provide written notice to the applicant paying the fee of the circumstances under
26 which a refund of fees may be made. Failure to deliver the written notice shall not invalidate any
27 collection of any impact fee under this Chapter.

28 (E) Refunds must be paid to the record owner of the property at the time the refund

1 is paid. If the City paid the impact fee, the refund must be paid to the City.

2 SECTION 11: (A) As described in this Section, the City shall provide credit against
3 the impact fees imposed by this Chapter for contributions toward the cost of traffic signal system
4 improvements that have been made or will be made as a condition of development approval. No such
5 credit shall be available for the dedication of right-of-way, given that no right-of-way costs are
6 included in the calculation of the impact fee. In addition, no such credit shall be available for
7 improvements to the traffic signal system that primarily serve traffic generated by the applicant's
8 project, such as traffic signals that are installed to control access into and out of the project. Approved
9 credits for traffic signal system improvements shall generally become effective when the
10 improvements have been completed and have been accepted by the City.

11 (B) In order for a particular development or property to qualify for an impact fee
12 credit for traffic signal system improvements, the developer must:

13 (1) Submit complete engineering drawings, specifications, and construction
14 cost estimates to the Impact Fee Administrator. In most case, the Administrator will base the amount
15 of credit on the costs of typical traffic signal component costs: interconnect conduit; upgraded pole
16 foundations; upgraded poles; intersection conduit; intersection upgrade (signal heads, cameras,
17 markings, etc.), as those costs may be set forth by a resolution duly adopted by the City Council. In
18 the event these component costs are not applicable, the Administrator shall determine the amount of
19 credit due based upon the information submitted, or where such information is inaccurate or
20 unreliable, upon alternative engineering or construction costs acceptable to the Administrator; and

21 (2) Enter into an agreement with the City that specifies:

22 (a) The amount of the credit;

23 (b) How the credit will be allocated within the development; and

24 (c) Whether and how the developer will be reimbursed for any
25 excess credit beyond the impact fees that would otherwise be due from the development.

26 (C) The right to claim impact fee credits regarding particular property runs with the
27 land and may be claimed only by owners of property within the development for which land was
28 dedicated or improvements made. Credits issued for a particular development shall not be transferable

1 to another development.

2 (D) In the event that development for which credits have been issued is sold to
3 different owners, the credits usable by each new owner shall be calculated in terms of a percentage
4 of the impact fees that would otherwise be due from the entire development. If the total amount of
5 development is not known, the maximum potential development under existing development
6 regulations shall be assumed. This percentage reduction will be applied to all impact fees assessed
7 within the development until the total amount of the credits is exhausted or the development is
8 completed, whichever occurs first. In the event that the impact fee schedule is amended to increase
9 the fees prior to completion of the development, the percentage reduction shall be applied only to the
10 impact fees that were in place at the time the credits were issued, and the adjusted impact fee to be
11 charged shall be the sum of the reduced original impact fee plus the amount by which the fees were
12 increased.

13 (E) Credits provided pursuant to this Chapter shall be valid from the effective date
14 of the credits until five years after that date or until the last date of construction within the
15 development or project for which the credits were issued, whichever occurs first.

16 (F) Applicants may also obtain credits for traffic signal system improvements
17 completed prior to the effective date of this Chapter, and may use such credits to reduce the impact
18 fees due after that date for traffic signal system improvements within the same development for which
19 the credits were issued. Application for such credits must be made, on forms provided by the City,
20 within two years after the effective date of this Chapter. In the event that the development for which
21 the credits are claimed is partially completed, the amount of the credits shall be reduced by the amount
22 of the impact fees for traffic signal system improvements that would have been charged for the
23 completed portion of the development had this chapter been in effect. In the event that the
24 development project has been fully completed, no credits shall be issued.

25 SECTION 12: (A) The City Council shall review and may revise the land use
26 assumptions and Impact Fee CIP at least once every three years. The three-year period begins upon
27 the date the City Council adopts the Impact Fee CIP.

28 (B) Upon the completion of any revision of the land use assumptions and Impact

1 Fee CIP, the City Council shall conduct a public hearing and give public notice in accordance with
2 NRS 278B.290.

3 (C) The City Council shall approve or disapprove the adoption of any revised land
4 use assumptions and Impact Fee CIP within thirty days after the public hearing.

5 SECTION 13: (A) Nothing in this Chapter restricts the City from requiring the
6 construction of reasonable project improvements required to serve a development project, whether or
7 not the improvements are of a type for which credits are available under Section 11 of this Ordinance.

8 (B) The Impact Fee Administrator shall maintain accurate records of the impact fees
9 paid, including the name of the person paying fees, the project for which the fees were paid, the date
10 of payment of each fee, the amounts received in payment for each fee, and any other matters that the
11 City deems appropriate or necessary to the accurate accounting of such fees. Records shall be
12 available for review by the public during normal business hours and upon reasonable advance notice.

13 (C) Upon request by the City Council, the Impact Fee Administrator shall present
14 to the City Council a proposed capital improvements program that assigns monies from the impact
15 fee fund to specific projects and related expenses for eligible traffic signal system improvements. Any
16 monies, including any accrued interest, not assigned to specific projects within the capital
17 improvements program and not expended pursuant to Section 10 or Section 11 of this Ordinance shall
18 be retained in the impact fee fund until the next fiscal year.

19 (D) If an impact fee has been calculated and paid based on a mistake or
20 misrepresentation, it shall be recalculated and an adjustment made as follows:

21 (1) Any amounts overpaid by an applicant shall be refunded to the
22 applicant, together with interest accruing from the date of overpayment, within thirty days after the
23 recalculated amount has been established.

24 (2) Any amounts underpaid by an applicant shall be paid to the Impact Fee
25 Administrator, together with interest accruing from the date of underpayment, within thirty days after
26 the recalculated amount has been established. In the case of an underpayment, the City may withhold
27 additional permits or approvals for the project for which the impact fee was previously underpaid until
28 the underpayment is corrected. If amounts owed to the City are not paid within the thirty-day period,

1 the City may also rescind any permits issued in reliance on the previous payment of the impact fee.

2 SECTION 14: Any determination made by the Impact Fee Administrator pursuant to
3 this Chapter may be appealed to the City Council by filing a written appeal with the City Clerk within
4 thirty days after the date of the determination.

5 SECTION 15: It is unlawful to knowingly provide to the City false information on any
6 matter relating to the administration of this Chapter, including without limitation false information
7 regarding the expected size, use, or impacts of a proposed development.

8 SECTION 16: If any section, subsection, subdivision, paragraph, sentence, clause or
9 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
10 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
11 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
12 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
13 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
14 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
15 invalid or ineffective.

16 SECTION 17: Whenever in this ordinance any act is prohibited or is made or declared
17 to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is
18 required or the failure to do any act is made or declared to be unlawful or an offense or a
19 misdemeanor, the doing of such prohibited act or the failure to do any such required act shall
20 constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than
21 \$1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such
22 fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

23 SECTION 18: All ordinances or parts of ordinances or sections, subsections, phrases,
24 ...
25 ...
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27 ...
28 ...

1 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
2 1983 Edition, in conflict herewith are hereby repealed.

3 PASSED, ADOPTED and APPROVED this _____ day of _____, 2003.

4 APPROVED:

5
6 By OSCAR B. GOODMAN, Mayor

7 ATTEST:

8
9 BARBARA JO RONEMUS, City Clerk

10 APPROVED AS TO FORM:

11 Val Steed 10-22-03
12 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of ____, 2003, and referred to the following committee composed of
3 ____ and ____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 ____, 2003, which was a ____ meeting of said Council; that at said
6 ____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11
12 APPROVED:

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14 By _____
15 OSCAR B. GOODMAN, Mayor

16 ATTEST:

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18 BARBARA JO RONEMUS, City Clerk
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City of Las Vegas

Agenda Item No. 105

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****NEW BILL:**

Bill No. 2003-95 – Expands the types of uses that are permitted in the C-V Zoning District by means of special use permit. Proposed by: Robert S. Genzer, Director of Planning and Development

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

Currently, cemeteries and mausoleums may be operated in the C-V (Civic) District by means of special use permit, but only if the parcel or use is owned or controlled by a governmental entity. In addition, mortuary and funeral home uses are not permitted in the C-V District at all. This bill will allow all those uses, even those that are owned privately, in the C-V District by means of special use permit.

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. 2003-95

MOTION:

None required.

MINUTES:**First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF**

11/17/2003 Recommending Committee

11/19/2003 Council Agenda

(11:54 – 11:57)

2-3023

BILL NO. 2003-95

ORDINANCE NO. _____

AN ORDINANCE TO EXPAND THE TYPES OF USES THAT ARE PERMITTED IN THE C-V ZONING DISTRICT BY MEANS OF SPECIAL USE PERMIT, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert S. Genzer, Director of Planning and Development

Summary: Expands the types of uses that are permitted in the C-V Zoning District by means of special use permit.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: Title 19, Chapter 6, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

19.06.020 C-V Civic District.

(A) Intent. The C-V District is intended to provide for the continuation of existing public uses and for the development of new schools, libraries, public parks, public flood control facilities, police, fire, electrical transmission facilities, Water District and other public utility facilities. In addition, the C-V District is intended to provide for other compatible uses, including public and quasi-public uses which are operated or controlled by any recognized religious, fraternal, veteran, civic or service organization.

(B) Permitted Land Uses. The following uses are permitted in the C-V District:

(1) Any use operated or controlled by the City, County, State or Federal government, other than those described in Section 19.06.020(D).

(2) Any public or quasi-public use operated or controlled by a recognized religious, fraternal, veteran, civic or service organization, other than those described in Section 19.06.020(D).

(3) Any public or private elementary school, middle school, high school, college or university, with the exception of private vocational schools.

(4) Utility company facilities, including electrical power substation facilities, telephone switching stations and towers, water district facilities, cable TV lines and wireless communication facilities.

1 (C) Similar Uses.

2 (1) Additional Uses. The uses permitted in Subsection (B) of this Section
3 are classified on the basis of common operational characteristics and land use compatibility. Uses not
4 specifically listed in this Section are prohibited. However additional uses may be permitted by the
5 Director if the Director finds the use in each case to be similar to the other uses listed in Subsection
6 (B) of this Section.

7 (2) Appeal of Decision. An applicant who is aggrieved by the decision of
8 the Director may appeal that decision to the City Council. The appeal shall be filed in the office of
9 the City Clerk, with a copy to be filed in the office of the Department of Planning and Development.
10 The appeal must be filed within ten days after the Director's decision is made. Unless otherwise
11 stated, the Council's determination shall constitute a permanent and consistent interpretative decision,
12 which the Director shall apply in all future instances.

13 (D) Uses Permitted by Special Use Permit.

14 (1) The following uses may be permitted in the C-V District by means of
15 Special Use Permit if in each case the parcel or use is operated or controlled by an agency of local,
16 State or Federal government:

17 [(1) Cemetery/Mausoleum;]

18 [(2)] (a) Custodial institution;

19 [(3)] (b) Publicly operated convention and stadium facility;

20 [(4)] (c) Liquefied petroleum gas installation;

21 [(5)] (d) General business related gaming establishment; and

22 [(6)] (e) Liquor establishment (tavern). [; an]

23 (2) An off-premise sign may be permitted in the C-V District by means of
24 Special Use Permit if in each case the parcel or use is operated or controlled by an agency of local,
25 state or federal government, or by any fraternal, veteran, civic or service organization.

26 (3) The following uses may be permitted in the C-V District by means of
27 Special Use Permit without limitation as to the person or entity that operates or controls the parcel or
28 use:

1 (a) Cemetery/mausoleum; and

2 (b) Mortuary or funeral chapel.

3 (E) Development Standards. Minimum development standards for property in the
4 C-V District shall be established by the City Council in connection with the approval of a rezoning
5 application or administratively in connection with the approval of a site development plan. The
6 standards shall be designed to ensure compatibility of the development with existing and planned
7 development in the surrounding area.

8 SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or
9 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
10 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
11 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
12 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
13 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
14 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
15 invalid or ineffective.

16 SECTION 3: All ordinances or parts of ordinances or sections, subsections, phrases,
17 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
18 1983 Edition, in conflict herewith are hereby repealed.

19 PASSED, ADOPTED and APPROVED this _____ day of _____, 2003.

20 APPROVED:

21 By _____
22 OSCAR B. GOODMAN, Mayor

23 ATTEST:

24
25 BARBARA JO RONEMUS, City Clerk

26 APPROVED AS TO FORM:

27 Val Steel 10-22-03

28 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of ____, 2003, and referred to the following committee composed of
3 ____ and ____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 ____, 2003, which was a ____ meeting of said Council; that at said
6 ____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

11
12 APPROVED:

13
14 By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

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17 BARBARA JO RONEMUS, City Clerk
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City of Las Vegas

Agenda Item No. 106

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****NEW BILL:**

Bill No. 2003-96 – Amends Ordinance No. 5569, pertaining to Annexation Case A-0038-02(A), to correct the listing of the City zoning designations for two development parcels. Proposed by: Robert S. Genzer, Director of Planning and Development

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

This bill would amend Ordinance No. 5569, pertaining to Annexation Case A-0038-02(A), to correct the listing of the City zoning designations for two development parcels. The correction is merely a housekeeping item and reflects the zoning designations that the City and the property owners consider to be applicable.

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. 2003-96

MOTION:

None required.

MINUTES:

First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF

11/17/2003 Recommending Committee

11/19/2003 Council Agenda

(11:54 – 11:57)

2-3023

BILL NO. 2003-96

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 5569, PERTAINING TO ANNEXATION CASE A-0038-02(A), TO CORRECT THE LISTING OF THE CITY ZONING DESIGNATIONS FOR TWO DEVELOPMENT PARCELS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert S. Genzer, Director of Planning and Development

Summary: Amends Ordinance No. 5569, pertaining to Annexation Case A-0038-02(A), to correct the listing of the City zoning designations for two development parcels.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN
AS FOLLOWS:

SECTION 1: Ordinance No. 5569 is amended by amending Section 7 thereof to read as follows:

Section 7: The described territory previously has been zoned in accordance with certain County of Clark classifications, and is hereby classified with certain City of Las Vegas classifications, which are deemed be the equivalents of the County classifications. The respective County and City classifications are set forth in the table below, listed by the parcel numbers used in the legal description. Parcels not specifically listed in the table are right-of-way parcels that are not expected to require a zoning designation. In the event a zoning designation is required, the Director of Planning and Development shall have the discretion to give them a designation consistent with the designation of adjacent development parcels.

COUNTY ZONING CLASSIFICATION	CITY EQUIVALENT	PARCELS
R-E	U (TC)	Parcels 13, 16, 17, 19, 20, 21, 22, 23, 24, 25, 26, 39, 40 and 41
		Those portions of Parcels 27 and 28 with a County designation of R-E
R-U	U (PCD)	Parcels 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56 and 57
R-E	U (PCD)	Parcels 6, 7 and 62
		That portion of Parcel 3 with a County designation of R-E
R-A	U (PCD)	Parcels 2 and 4

COUNTY ZONING CLASSIFICATION	CITY EQUIVALENT	PARCELS
R-E	U (R)	Parcels 12, 14, 18, 29, 33, 37, 42, 43, 44 and 68
R-E	U (DR)	Parcels 5, 30, 31, 32, 36 and 61
R-E	U (ML)	Parcels 63, 66, 67 and 69
R-E	U (L-TC)	Parcels 9, 10 and 11
R-U	U (PF)	Parcel 58
P-F	U (PF)	Parcels 59, 60 and 65
R-E	U (L)	Parcel 15
R-E	U (PR)	Parcel 1
R-E	U (PF-TC)	That portion of Parcel 8 that is within APN 125-17-801-003 and that has a County designation of R-E
R-E	U (O)	That portion of Parcel 64 not subject to a County Resolution of Intent to C-P
[H-2 and] R-E	U (SC-TC)	[Those portions of Parcel 8 consisting of APNs 125-17-802-003 and 125-17-802-007] <u>That portion of Parcel 8 that is within APN 125-17-802-007 and that has a County designation of R-E</u>
<u>H-2</u>	<u>T-C</u>	<u>Those portions of Parcel 8 consisting of:</u> <u>1) APN 125-17-802-003; and</u> <u>2) That portion of APN 125-17-802-007 that has a County designation of H-2</u>
R-E (ROI to C-P)	U (O) (ROI to PR)	That portion of Parcel 64 subject to a County Resolution of Intent to C-P
H-2	C-1	Those portions of Parcels 3, 27 and 28 with a County designation of H-2 That portion of Parcel 8 that is within APN 125-17-801-003 and that has a County designation of H-2

SECTION 2: The amendments represented in Section 1 of this Ordinance are intended to correct errors. Therefore, it is the intent of the City Council that, to the extent legally permissible, the amendments be effective as of the 14th day of February, 2003—the effective date of Ordinance No. 5569, and it is so declared. If it is subsequently determined that it is not legally permissible to make the amendments effective as of the 14th day of February, 2003, they shall be effective as of the date this Ordinance is recorded.

1 SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or
2 phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or
3 ineffective by any court of competent jurisdiction, such decision shall not affect the validity or
4 effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the
5 City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision,
6 paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections,
7 subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional,
8 invalid or ineffective.

9 SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases,
10 sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada,
11 1983 Edition, in conflict herewith are hereby repealed.

12 PASSED, ADOPTED and APPROVED this _____ day of _____, 2003.

13 APPROVED:

14
15 By _____
16 OSCAR B. GOODMAN, Mayor

17 ATTEST:

18 _____
19 BARBARA JO RONEMUS, City Clerk

20 APPROVED AS TO FORM:

21 Val Steed 10-22-03
22 Date

1 The above and foregoing ordinance was first proposed and read by title to the City Council on the
2 ____ day of ____, 2003, and referred to the following committee composed of
3 ____ and ____ for recommendation;
4 thereafter the said committee reported favorably on said ordinance on the ____ day of
5 ____, 2003, which was a ____ meeting of said Council; that at said
6 ____ meeting, the proposed ordinance was read by title to the City Council
7 as first introduced and adopted by the following vote:

8 VOTING "AYE": _____

9 VOTING "NAY": _____

10 ABSENT: _____

12 APPROVED:

13
14 By _____
OSCAR B. GOODMAN, Mayor

15 ATTEST:

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17 BARBARA JO RONEMUS, City Clerk
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City of Las Vegas

Agenda Item No. 107

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003**DEPARTMENT: CITY ATTORNEY****DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****NEW BILL:****Bill No. 2003-97 – Ordinance Creating Special Improvement District No. 1493 - Hualapai Way/Alexander Road Sponsored by: Step Requirement****Fiscal Impact**☐**No Impact****Amount: \$968,158.54**☐**Budget Funds Available****Dept./Division: Public Works/SID**☒**Augmentation Required****Funding Source: Capital Projects Fund - Special Assessments****PURPOSE/BACKGROUND:**

The construction and installation of pavement, "L" type curb and gutter, sidewalks, driveway approaches, water laterals, sewer laterals, and streetlights.

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. 2003-97****MOTION:****None required.****MINUTES:****First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF****11/17/2003 Recommending Committee****11/19/2003 Council Agenda****(11:54 – 11:57)****2-3023**

BILL NO. 2003-97

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1493 – HUALAPAI WAY/ALEXANDER ROAD (CHEYENNE AVENUE TO CIMARRON ROAD) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

Summary: Creation Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark, State of Nevada, has determined and does hereby declare that the public convenience and necessity require, and the City Council deems it necessary to create, the Las Vegas, Nevada, Special Improvement District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road) (hereinafter the "District"), for the purpose of constructing and improving or acquiring and improving a Sanitary Sewer Project, Street Project, and Water Project as defined in Chapter 271, Nevada Revised Statutes (hereinafter the "Project"), and to defray a portion of the entire cost and expense of such Project by special assessments, according to benefits, against the benefited lots, tracts and parcels of land within the District; and

WHEREAS, by a resolution heretofore passed and approved (the "Provisional Order Resolution"), the City Council declared its determination to create the District for the purpose of making the Project, stating therein the character and location of the Project, what portion of the entire expense thereof shall be paid by special assessments, and that the assessment is to be made according to benefits, by apt description designating the District, including the lands to be so assessed and definitely locating the improvements to be made; and

WHEREAS, the City Council has heretofore determined that a portion of 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 in the Project; and

WHEREAS, among other documents, the City Engineer and the Engineering Integration Division (hereinafter the "Engineer", collectively) made out a preliminary assessment roll and an assessment plat for the District which contains, 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; the amount

of the estimated assessment to be levied thereon; and the amount of maximum special benefits (and corresponding market value increases); and the Engineer has reported the preliminary assessment roll and assessment plat to the City Council and has prepared and reported the "Engineer's Report to the City Council on Benefits," and has filed the assessment plat, preliminary assessment roll and the Engineer's Report with the City Clerk; and

WHEREAS, pursuant to the Provisional Order Resolution, the City Council gave notice (in the manner specified by NRS 271.305) of the filing of the preliminary plans, assessment plat, preliminary assessment roll, typical section of the contemplated improvements, preliminary estimate of cost, and estimate of maximum benefits (and corresponding market value increases), and of the time and place of a hearing on Wednesday, October 15, 2003, thereon; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might directly and adversely affect their legally protected interests; and

WHEREAS, the City Council meeting scheduled for October 15, 2003, was cancelled, and said hearing was postponed and continued to October 29, 2003; and

WHEREAS, notice of the cancellation and continuance was posted outside Council Chambers on October 15, 2003; and

WHEREAS, all owners of property to be assessed and interested persons so desiring were permitted to file a written protest or objection on or before Friday, October 10, 2003, and to appear before the City Council on Wednesday, October 29, 2003, to be heard as to the propriety and advisability of acquiring and improving the Project provisionally ordered, as to the estimated cost thereof, the manner of payment therefor, and as to the amount thereof to be assessed, the benefits estimated to be conferred against each tract, and the corresponding market value increases expected for each tract in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Project in part with funds derived from the levy of assessments, and the City will pay one-half or more of the costs with monies derived from sources other than the levy of special assessments and that the exception provided by NRS 271.306(2)(a) does exist with respect to the Project; and

WHEREAS, the written and oral objections and protests received were duly considered, and the City Council has determined that it is in the best interests of the City, and the inhabitants thereof, to create the District as theretofore proposed; and

WHEREAS, every written protest and other objection was found to be without sufficient merit and was overruled by the City Council by the Special Improvement District No. 1493 Protest Disposal Resolution; and

WHEREAS, any person filing a written complaint, protest or objection shall have the right, within 30 days after the City Council has finally passed on such complaint, protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination; and

WHEREAS, the City Council and the Engineer have done all things necessary and preliminary to the creation of the District, by filing with the City Clerk an accurate estimate of cost, full and detailed, final revised plans and specifications, revised assessment plat, revised final map, and a report on benefits by the Engineer. The City Council desires now to authorize such improvements and work by this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL, OF THE CITY OF LAS VEGAS, DOES ORDAIN AS FOLLOWS:

Section 1. That this Ordinance shall be known as, and may be cited by, the short title "Special Improvement District No. 1493 Creation Ordinance" (the "Ordinance").

Section 2. That the City Council has heretofore determined and does hereby determine that each and every protest and objection made in connection with the District is without sufficient merit and the same be, and the same heretofore have been, by the Special Improvement District No. 1493 Protest Disposal Resolution, overruled, and finally passed upon by the City Council.

Section 3. That the City Council has also determined and does hereby declare as follows:

- (a) The public convenience and necessity require the creation of the District.
- (b) The creation of the District is economically sound and feasible.
- (c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is made.

Section 4. That there hereby is created in the City an improvement district designated as the "Las Vegas, Nevada, Special Improvement District No. 1493 – Hualapai Way/Alexander Road (Cheyenne Avenue to Cimarron Road)" for the purpose of acquiring a Project as more particularly described below. The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below). The streets to be improved by the improvements are:

HUALAPAI WAY (BOTH SIDES) - from the centerline of Cheyenne Avenue north along Hualapai Way approximately 5,280 feet to Alexander Road (100-foot right-of-way)

ALEXANDER ROAD (SOUTH SIDE) – from the western right-of-way of Hualapai Way west along Alexander Road approximately 982 feet (80-foot right-of-way)

ALEXANDER ROAD (BOTH SIDES) – from the Hualapai Way curve east along Alexander Road approximately 13,140 feet to Cimarron Road (100-foot right-of-way)

CAMPBELL ROAD (WEST SIDE) – from the southern right-of-way of Alexander Road south approximately 294 feet (60-foot right-of-way).

Section 5. That the Project, which is hereby ordered to be acquired, shall be located within the boundaries of the District, and shall be as shown in the final plans and specifications heretofore filed in the City Clerk's office, without minor details being described. The character of the improvements shall be described more particularly as follows:

The improvements on Hualapai Way and Alexander Road will consist of the grading, regrading, graveling, and asphalt paving as necessary for at least four (4) travel lanes, a two-way center left turn lane with raised medians at the signalized or future signalized intersections, "L" type curb and gutter, sidewalks, commercial or residential driveway approaches and streetlights. The streetlights will be installed at the back of the sidewalk at appropriate intervals. At the request of the owners of property in the District (filed with the office of the Special Improvement District prior to August 26, 2003), water and sewer laterals will be installed from existing or proposed main lines in Hualapai Way, Alexander Road, and Campbell Road to such property (hereinafter collectively referred to as the "Improvements"). Sewer lines within the District are owned and maintained by the City. The City will require that properties

connecting to the sewer line pay a connection fee and are annexed to the City at the time of hookup. THE CITY HAS NO OBLIGATION TO PROVIDE WATER OR SEWER SERVICE TO ANY PROPERTY WITHIN THE DISTRICT REGARDLESS OF WHETHER THE CITY COUNCIL PROCEEDS WITH ALL OR ANY PART OF THE PROJECT.

The City Council has determined that the cost of the Project is of special benefit and shall be paid by special assessments against the lots, tracts and parcels of land so benefited.

Section 6. That the estimated total cost of the Project shall be apportioned and assessed as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
\$ 10,117,500.00	\$ 968,158.54	\$ 9,149,341.46

The amounts to be assessed for the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases); provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The assessments will be levied on a front foot method for the installation of pavement, curb, gutter, sidewalk, residential driveways and streetlights and on a square foot method for the installation of commercial driveways. Each property owner will be assessed for the cost of a pavement section, curb, gutter, sidewalks, driveway approaches and streetlights, where not already existing. Property owners who have been conditioned, by initiation of development plans, by City Council to install half-street improvements have been assessed for a half-street pavement section. The remaining property owners will be assessed for an 8-foot wide pavement section. The owners of property who elect to have water or sewer installed will be assessed on a per service or unit lot method for the installation of sewer laterals or water laterals.

Such basis of assessments has been designated by the City Council in the Special Improvement District No. 1493 Provisional Order Resolution.

Section 7. That the portion of the costs to be assessed against, and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon, each piece or parcel of property in the District is stated in the assessment plat and addendum thereto, as designated preliminary assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

Section 8. That the City Engineer, in cooperation with the City, is hereby authorized to advertise for performing the work and making the Improvements in the Las Vegas Review-Journal, a daily newspaper published in Las Vegas, Nevada, and of general circulation in the City. Such notice shall be published at least once, not less than seven days before the opening of bids. The notice shall be in substantially the form provided by the plans, specifications and contract documents.

Section 9. That after the award of the contract, the City Council shall determine the total cost of the work performed, including incidentals, and assessments shall be levied in accordance with the laws of the State, and the City Council shall provide that the assessments may be payable without interest or demand at the election of the owner during a specified cash payment period, or in twenty (20) substantially equal semi-annual installments of principal and interest. The City Council shall provide the time and terms of payment of such assessments and shall fix penalties (not to exceed two percent (2%) per month) to be collected upon delinquent payments. The City Council shall also provide the rate of interest on unpaid installments of assessments which will not exceed the current maximum rate of interest permitted under the Nevada Revised Statutes. If assessment bonds are issued, such rate will not exceed more than one percent (1%) of the highest rate of interest on any of the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed more than three percent (3%) the "Index of Twenty Bonds", which shall have been most recently published at the time bids for the bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. If bonds are not issued for the District, the City Council shall by resolution establish the rate of interest on unpaid and deferred installments of assessments.

Section 10. That all action, 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 performing of all prerequisites to the creation of the District, the acquisition of the Improvements, the specially benefited property therein, the determination that the lots, tracts and parcels of land in the District will receive special benefits and market value increases, and the levy of assessments for that purpose be, and the same hereby are, ratified, approved and confirmed.

Section 11. That 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 Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, construction contracts, engineering specifications, contract addenda, and other items necessary or desirable for the completion of the levying of the assessments for the District and the issuance of the bonds.

Section 12. That in accordance with NRS 271.325 (6), upon the final adoption of this Ordinance, the City Clerk is hereby authorized and directed to immediately file in the office of the County Recorder a certified copy of the preliminary assessment roll (the list of the tracts to be assessed). The County Recorder is to record such assessment roll for the purpose of establishing the record of lien or liens against the lots, tracts, and parcels of land and the amounts of maximum benefits estimated to be assessed against each tract in the assessment area as set forth in this Ordinance.

Section 13. That 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. That in accordance with Section 2.110 of the 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 December 3, 2003, such publication to be in substantially the following form:

(Form of Publication of Notice of Filing)

Notice of Filing Of:

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1493 - HUALAPAI WAY/ALEXANDER ROAD (CHEYENNE AVENUE TO CIMARRON ROAD) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

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 5th day of November, 2003, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 3rd day of December, 2003.

/s/ Barbara Jo Ronemus
City Clerk

(End of Form of Publication of Notice of Filing)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. 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 and against its passage, and with a statement that typewritten copies of the 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 City of Las Vegas Charter and all laws thereunto enabling. Such publication shall be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1493 - HUALAPAI WAY/ALEXANDER ROAD (CHEYENNE AVENUE TO CIMARRON ROAD) PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on November 5, 2003, and was passed at a regular meeting held on December 3, 2003, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lynette Boggs McDonald
Lawrence Weekly
Michael Mack
Janet Moncrief

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after December 7, 2003, 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 _____ day of _____, 2003.

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:

/s/ BARBARA JO RONE MUS
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 November 5, 2003, PASSED, ADOPTED AND APPROVED December 3, 2003.

OSCAR B. GOODMAN, Mayor

Attest:

BARBARA JO RONEMUS, City Clerk

Approved as to form:

Date Deputy City Attorney

STATE OF NEVADA)
)
 COUNTY OF CLARK) SS
)
 CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City Clerk" and "City", respectively), 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 on November 5, 2003, and finally adopted and approved on December 3, 2003.

2. The following members of the City Council were present at the November 5, 2003, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

3. The foregoing Ordinance was first proposed and read by title to the City Council on November 5, 2003, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on December 3, 2003, 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 members of the City Council were present at the December 3, 2003, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

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 November 5, and December 3, 2003. Pursuant to § 241.020, Nevada Revised Statutes, 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 Hall
City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (ii) Senior Citizens Center
Las Vegas, Nevada
- (iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (iv) Las Vegas Library
Las Vegas, Nevada

; 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 November 5, 2003, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on December 3, 2003, is attached to this certificate as Exhibit B.

7. Upon request, the governing body 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 governing body 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 December 3, 2003.

BARBARA JO RONEUMUS, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of November 5, 2003 Meeting)

EXHIBIT B**(Attach Copy of Notice of December 3, 2003 Meeting)**

EXHIBIT C

(Attach Affidavit of Publication of Notice of Filing of Creation Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Title of Creation Ordinance)

City of Las Vegas

Agenda Item No. 108

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: CITY ATTORNEY**DIRECTOR: BRADFORD R. JERBIC**☐**CONSENT**☒**DISCUSSION****SUBJECT:****NEW BILL:**

Bill No. 2003-98 – Ordinance Creating Special Improvement District No. 1501 – Downtown Street Rehabilitation Phase III Sponsored by: Step Requirement

Fiscal Impact☐**No Impact****Amount: \$88,986.25**☐**Budget Funds Available****Dept./Division: Public Works/SID**☒**Augmentation Required****Funding Source: Capital Projects Fund - Special Assessments****PURPOSE/BACKGROUND:**

The work is being performed in conjunction with a street rehabilitation project which will include construction and installation of asphalt paving, curb and gutter, sewer main, and streetlights. The District boundaries are Fremont Street on the north, 15th Street on the east, Charleston Boulevard on the south and 13th Street on the west. The District will fund the cost of new streetlights only. Funding for the other project improvements will be provided by Street Rehabilitation and Sanitation.

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. 2003-98****MOTION:****None required.****MINUTES:****First Reading – Referred – COUNCILMEMBERS WEEKLY and MONCRIEF****11/17/2003 Recommending Committee****11/19/2003 Council Agenda****(11:54 – 11:57)****2-3023****THE MORNING SESSION RECESSED AT 12:04 A.M.**

BILL NO. 2003-98

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1501 – DOWNTOWN STREET REHABILITATION PHASE III PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

Summary: Creation Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark, State of Nevada, has determined and does hereby declare that the public convenience and necessity require, and the City Council deems it necessary to create, the Las Vegas, Nevada, Special Improvement District No. 1501 – Downtown Street Rehabilitation Phase III (hereinafter the "District"), for the purpose of constructing and improving or acquiring and improving a Street Project as defined in Chapter 271, Nevada Revised Statutes (hereinafter the "Project"), and to defray a portion of the entire cost and expense of such Project by special assessments, according to benefits, against the benefited lots, tracts and parcels of land within the District; and

WHEREAS, by a resolution heretofore passed and approved (the "Provisional Order Resolution"), the City Council declared its determination to create the District for the purpose of making the Project, stating therein the character and location of the Project, what portion of the entire expense thereof shall be paid by special assessments, and that the assessment is to be made according to benefits, by apt description designating the District, including the lands to be so assessed and definitely locating the improvements to be made; and

WHEREAS, the City Council has heretofore determined that a portion of 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 in the Project; and

WHEREAS, among other documents, the City Engineer and the Engineering Integration Division (hereinafter the "Engineer", collectively) made out a preliminary assessment roll and an assessment plat for the District which contains, 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; the amount of the estimated assessment to be levied thereon; and the amount of maximum special benefits (and

corresponding market value increases); and the Engineer has reported the preliminary assessment roll and assessment plat to the City Council and has prepared and reported the "Engineer's Report to the City Council on Benefits," and has filed the assessment plat, preliminary assessment roll and the Engineer's Report with the City Clerk; and

WHEREAS, pursuant to the Provisional Order Resolution, the City Council gave notice (in the manner specified by NRS 271.305) of the filing of the preliminary plans, assessment plat, preliminary assessment roll, typical section of the contemplated improvements, preliminary estimate of cost, and estimate of maximum benefits (and corresponding market value increases), and of the time and place of a hearing thereon; and

WHEREAS, the manner of giving such notice by mail, publication and posting was reasonably calculated to inform the parties of the proceedings concerning the District which might directly and adversely affect their legally protected interests; and

WHEREAS, all owners of property to be assessed and interested persons so desiring were permitted to file a written protest or objection on or before Friday, August 29, 2003, and to appear before the City Council on Wednesday, September 3, 2003, to be heard as to the propriety and advisability of acquiring and improving the Project provisionally ordered, as to the estimated cost thereof, the manner of payment therefor, and as to the amount thereof to be assessed, the benefits estimated to be conferred against each tract, and the corresponding market value increases expected for each tract in the District; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Project in part with funds derived from the levy of assessments, and the City will pay one-half or more of the costs with monies derived from sources other than the levy of special assessments and that the exception provided by NRS 271.306(2)(a) does exist with respect to the Project; and

WHEREAS, the written and oral objections and protests received were duly considered, and the City Council has determined that it is in the best interests of the City, and the inhabitants thereof, to create the District as theretofore proposed; and

WHEREAS, every written protest and other objection was found to be without sufficient merit and was overruled by the City Council by the Special Improvement District No. 1501 Protest Disposal Resolution; and

WHEREAS, any person filing a written complaint, protest or objection shall have the right, within 30 days after the City Council has finally passed on such complaint, protest or objection to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination; and

WHEREAS, the City Council and the Engineer have done all things necessary and preliminary to the creation of the District, by filing with the City Clerk an accurate estimate of cost, full and detailed, final revised plans and specifications, revised assessment plat, revised final map, and a report on benefits by the Engineer. The City Council desires now to authorize such improvements and work by this Ordinance.

NOW, THEREFORE, THE CITY COUNCIL, OF THE CITY OF LAS VEGAS, DOES ORDAIN AS FOLLOWS:

Section 1. That this Ordinance shall be known as, and may be cited by, the short title "Special Improvement District No. 1501 Creation Ordinance" (the "Ordinance").

Section 2. That the City Council has heretofore determined and does hereby determine that each and every protest and objection made in connection with the District is without sufficient merit and the same be, and the same heretofore have been, by the Special Improvement District No. 1501 Protest Disposal Resolution, overruled, and finally passed upon by the City Council.

Section 3. That the City Council has also determined and does hereby declare as follows:

- (a) The public convenience and necessity require the creation of the District.
- (b) The creation of the District is economically sound and feasible.
- (c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is made.

Section 4. That there hereby is created in the City an improvement district designated as the "Las Vegas, Nevada, Special Improvement District No. 1501 - Downtown Street Rehabilitation Phase III" for the purpose of acquiring a Project as more particularly described below. The boundaries of the District, which include the location of the Project and the lots, tracts and parcels of land to be assessed,

shall be the exterior boundary of each parcel of property fronting a street to be improved by the improvements (as described below). The streets to be improved by the improvements are:

Area bounded by Fremont Street on the north, 15th Street on the east, Charleston Boulevard on the south and 13th Street on the west.

Section 5. That the Project, which is hereby ordered to be acquired, shall be located within the boundaries of the District, and shall be as shown in the final plans and specifications heretofore filed in the City Clerk's office, without minor details being described. The character of the improvements shall be described more particularly as follows:

The improvements will consist of the construction and installation of asphalt paving, curb and gutter, and streetlights. The streetlights will be installed at the back of the curb and gutter at appropriate intervals.

The City Council has determined that the cost of the Project is of special benefit and shall be paid by special assessments against the lots, tracts and parcels of land so benefited.

Section 6. That the estimated total cost of the Project shall be apportioned and assessed as follows:

Total Cost	Estimated Amount of Special Assessments	Amount Available from Other Sources
\$ 2,417,000.00	\$ 88,986.25	\$ 2,328,013.75

The amounts to be assessed for the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases); provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The assessments will be levied on a unit lot basis. Each property owner will be assessed for the cost of streetlights, where not already existing.

Such basis of assessments has been designated by the City Council in the Special Improvement District No. 1501 Provisional Order Resolution.

Section 7. That the portion of the costs to be assessed against, and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon, each piece or parcel of property in the District is stated in the assessment plat and addendum thereto, as designated preliminary assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

Section 8. That the City Engineer, in cooperation with the City, is hereby authorized to advertise for performing the work and making the Improvements in the Las Vegas Review-Journal, a daily newspaper published in Las Vegas, Nevada, and of general circulation in the City. Such notice shall be published at least once, not less than seven days before the opening of bids. The notice shall be in substantially the form provided by the plans, specifications and contract documents.

Section 9. That after the award of the contract, the City Council shall determine the total cost of the work performed, including incidentals, and assessments shall be levied in accordance with the laws of the State, and the City Council shall provide that the assessments may be payable without interest or demand at the election of the owner during a specified cash payment period, or in ten (10) substantially equal semi-annual installments of principal and interest. The City Council shall provide the time and terms of payment of such assessments and shall fix penalties (not to exceed two percent (2%) per month) to be collected upon delinquent payments. The City Council shall also provide the rate of interest on unpaid installments of assessments which will not exceed the current maximum rate of interest permitted under the Nevada Revised Statutes. If assessment bonds are issued, such rate will not exceed more than one percent (1%) of the highest rate of interest on any of the assessment bonds for the District. The effective interest rate on the assessment bonds of the District will not exceed the statutory maximum rate, i.e., will not exceed more than three percent (3%) the "Index of Twenty Bonds", which shall have been most recently published at the time bids for the bonds are received, or at a time a negotiated offer for the sale of such bonds is accepted. If bonds are not issued for the District, the City Council shall by resolution establish the rate of interest on unpaid and deferred installments of assessments.

Section 10. That all action, 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 performing of all prerequisites to the creation of the District, the acquisition of the Improvements, the specially benefited property therein, the determination that the lots, tracts and parcels of land in the District will receive special benefits and market value increases, and the levy of assessments for that purpose be, and the same hereby are, ratified, approved and confirmed.

Section 11. That 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 Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, construction contracts, engineering specifications, contract addenda, and other items necessary or desirable for the completion of the levying of the assessments for the District and the issuance of the bonds.

Section 12. That in accordance with NRS 271.325 (6), upon the final adoption of this Ordinance, the City Clerk is hereby authorized and directed to immediately file in the office of the County Recorder a certified copy of the preliminary assessment roll (the list of the tracts to be assessed). The County Recorder is to record such assessment roll for the purpose of establishing the record of lien or liens against the lots, tracts, and parcels of land and the amounts of maximum benefits estimated to be assessed against each tract in the assessment area as set forth in this Ordinance.

Section 13. That 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. That in accordance with Section 2.110 of the 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 November 19, 2003, such publication to be in substantially the following form:

(Form of Publication of Notice of Filing)

Notice of Filing Of:

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1501 - DOWNTOWN STREET REHABILITATION PHASE III PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

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 5th day of November, 2003, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 19th day of November, 2003.

/s/ Barbara Jo Ronemus
City Clerk

(End of Form of Publication of Notice of Filing)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. 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 and against its passage, and with a statement that typewritten copies of the 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 City of Las Vegas Charter and all laws thereunto enabling. Such publication shall be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CREATING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1501 - DOWNTOWN STREET REHABILITATION PHASE III PRESCRIBING DETAILS IN CONNECTION THEREWITH AND OTHER MATTERS RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on November 5, 2003, and was passed at a regular meeting held on November 19, 2003, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:

Oscar B. Goodman
Gary Reese
Larry Brown
Lynette Boggs McDonald
Lawrence Weekly
Michael Mack
Janet Moncrief

Those Voting Nay:

Those Absent:

This Ordinance shall be in full force and effect from and after November 23, 2003, 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 _____ day of _____, 2003

/s/ OSCAR B. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:

/s/ BARBARA JO RONE MUS
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 November 5, 2003, PASSED, ADOPTED AND APPROVED November 19, 2003.

OSCAR B. GOODMAN, Mayor

Attest:

BARBARA JO RONEMUS, City Clerk

Approved as to form:

Date Deputy City Attorney

STATE OF NEVADA)
)
 COUNTY OF CLARK) SS
)
 CITY OF LAS VEGAS)

I, Barbara Jo Ronemus, the duly chosen, qualified City Clerk of the City of Las Vegas (hereinafter the "City Clerk" and "City", respectively), 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 on November 5, 2003, and finally adopted and approved on November 19, 2003.

2. The following members of the City Council were present at the November 5, 2003, Council meeting:

Mayor:	Oscar B. Goodman
Councilmembers:	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

3. The foregoing Ordinance was first proposed and read by title to the City Council on November 5, 2003, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on November 19, 2003, 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 members of the City Council were present at the November 19, 2003, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Oscar B. Goodman
	Gary Reese
	Larry Brown
	Lynette Boggs McDonald
	Lawrence Weekly
	Michael Mack
	Janet Moncrief

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 September 17, and October 15, 2003. Pursuant to § 241.020, Nevada Revised Statutes, 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 Hall
City Hall Plaza
Special Outside Posting Bulletin Board
Las Vegas, Nevada
- (ii) Senior Citizens Center
Las Vegas, Nevada
- (iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada
- (iv) Las Vegas Library
Las Vegas, Nevada

; 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 November 5, 2003, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on November 19, 2003, is attached to this certificate as Exhibit B.

7. Upon request, the governing body 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 governing body 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 November 19, 2003.

BARBARA JO RONEMUS, City Clerk

(SEAL)

EXHIBIT A**(Attach Copy of Notice of November 5, 2003 Meeting)**

EXHIBIT B

(Attach Copy of Notice of November 19, 2003 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Filing of Creation Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Title of Creation Ordinance)

City of Las Vegas

Agenda Item No. 109

AGENDA SUMMARY PAGE**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: CITY CLERK****DIRECTOR: BARBARA JO (RONI) RONEMUS** ☐ **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

MOTION:

REESE – Motion to HOLD IN ABEYANCE Item 158 [ZON-2849], Item 159 [VAR-2855], and Item 160 [SDR-2850] to 11/19/2003, Item 122 [MSP-2881], Item 161 [ZON-2918], and Item 162 [EOT-2623] to 12/17/2003 and Item 153 [ZON-2457] and Item 154 [SDR-2458] to 1/7/2004 – UNANIMOUS with L.B. McDONALD abstaining on Item 122 [MSP-2881] because she serves as an outside director for Station Casinos and this Item will affect Santa Fe Station and BROWN excused

MINUTES:

ATTORNEY TOM AMICK appeared on behalf of the applicant for Item 153 [ZON-2457] and Item 154 [SDR-2458] and requested that these items be held in abeyance to the January 7, 2004 Council meeting because there are unresolved issues with COUNCILMAN BROWN'S office and the neighbors.

COUNCILMAN MACK indicated there were site plan changes relating to Item 158 [ZON-2849], Item 159 [VAR-2855], and Item 160 [SDR-2850] and requested that these items be held in abeyance for two weeks until November 19, 2003 to allow him time to meet with the applicant.

There was no further discussion.

(1:08 – 1:13)

4-1

*City of Las Vegas***Agenda Item No.****AGENDA SUMMARY PAGE****CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PLANNING AND DEVELOPMENT****DIRECTOR: ROBERT S. GENZER**

PLANNING & DEVELOPMENT DEPARTMENT PM SESSION INDEX:

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City Council Meeting of November 5, 2003

MASTER SIGN PLAN - PUBLIC HEARING

- 122 **MSP-2881** - Jones Media Inc. on behalf of Santa Fe Station, Inc.

WAIVER OF TITLE 18 - PUBLIC HEARING

- 123 **WVR-2899** - Nevada Homes Group on behalf of Day Star Ventures, Limited Liability Company

VACATION - PUBLIC HEARING

- 124 **VAC-2838** - Concordia Homes of Nevada, Inc.
125 **VAC-2878** - HDB, Limited Liability Company
126 **VAC-2887** - KB Home Nevada, Inc.
127 **VAC-2940** - Nevada Homes on behalf of Day Star Ventures, Limited Liability Company
128 **VAC-2942** - Paradise Development on behalf of City Parkway IV A, Incorporated
129 **VAC-2948** - Centennial & Durango, Limited Liability Company

VARIANCE - PUBLIC HEARING

- 130 **VAR-2901** - Lodge YMCA Association of Las Vegas

SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-2901 - PUBLIC HEARING

- 131 **SDR-2900** - Lodge YMCA Association of Las Vegas

VARIANCE - PUBLIC HEARING

- 132 **VAR-2905** - Terrible Herbst Oil Company on behalf of McDonald's Corporation

REQUIRED ONE YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING

- 133 **RQR-2793** - Steven Traisman
134 **RQR-2860** - Lamar Outdoor Advertising Company on behalf of Z Properties, Limited Liability Company
135 **RQR-2861** - Lamar Outdoor Advertising Company on behalf of Z Properties, Limited Liability Company
136 **RQR-2903** - Lamar Outdoor Advertising Company on behalf of Word of Life Christian Center

REQUIRED TWO YEAR REVIEW - SPECIAL USE PERMIT - PUBLIC HEARING

- 137 **RQR-2891** - Chip and Helen Johnson Family Trust

SPECIAL USE PERMIT - PUBLIC HEARING

- 138 **ABEYANCE ITEM - SUP-2777** - 36 Acre, Limited Liability Company on behalf of Durango 215, Limited Liability Company

City of Las Vegas

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City Council Meeting of November 5, 2003

SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-2777 - PUBLIC HEARING

- 139 **ABEYANCE ITEM - SDR-2776** - 36 Acre, Limited Liability Company on behalf of Durango 215, Limited Liability Company

SPECIAL USE PERMIT - PUBLIC HEARING

- 140 **SUP-1018** - Roger Foster

- 141 **SUP-1454** - Roger Foster

SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-1018 AND SUP-1454 - PUBLIC HEARING

- 142 **SDR-2871** - Roger Foster

SPECIAL USE PERMIT - PUBLIC HEARING

- 143 **SUP-2885** - Classic & Collectible Cars on behalf of Larry L. Nicholl Family Trust

- 144 **SUP-2909** - Centerstaging Las Vegas, Limited Liability Company on behalf of City of Las Vegas

SITE DEVELOPMENT PLAN REVIEW RELATED TO SUP-2909 - PUBLIC HEARING

- 145 **SDR-2908** - Centerstaging Las Vegas, Limited Liability Company on behalf of City of Las Vegas

SPECIAL USE PERMIT - PUBLIC HEARING

- 146 **SUP-2911** - Cashback Payday Loans on behalf of North Ranch Parkway, Limited Liability Company

- 147 **SUP-2960** - Jerald L. Landwehr

- 148 **SUP-2983** - Gamestop, Incorporated on behalf of Pan Pacific Development (Cheyenne Commons), Inc.

- 149 **SUP-2984** - Gamestop, Incorporated on behalf of Wing Fong & Associates - Fremont Limited Partnership

- 150 **SUP-2985** - Gamestop, Incorporated on behalf of Weingarten Nostat, Inc.

- 151 **SUP-2987** - Gamestop, Incorporated on behalf of Sahara Pavilion North US, Inc.

- 152 **SUP-2988** - Gamestop, Incorporated on behalf of Charleston Commons Associates, Limited Partnership

REZONING - PUBLIC HEARING

- 153 **ABEYANCE ITEM - ZON-2457** - Donna F. Beam Revocable Trust

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

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City Council Meeting of November 5, 2003

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154 ABEYANCE ITEM - SDR-2458 - Donna F. Beam Revocable Trust
- REZONING - PUBLIC HEARING
155 ZON-2643 - Signature Homes on behalf of 70 Limited Partnership
- SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-2643 - PUBLIC HEARING
156 SDR-2644 - Signature Homes on behalf of 70 Limited Partnership
- WAIVER OF TITLE 18 - PUBLIC HEARING
157 WVR-2834 - Signature Homes on behalf of 70 Limited Partnership
- REZONING - PUBLIC HEARING
158 ZON-2849 - Land Development on behalf of Maple Development, Limited Liability Company
- VARIANCE RELATED TO ZON-2849 - PUBLIC HEARING
159 VAR-2855 - Land Development on behalf of Maple Development, Limited Liability Company
- SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-2849 AND VAR-2855 - PUBLIC HEARING
160 SDR-2850 - Land Development on behalf of Maple Development, Limited Liability Company
- REZONING - PUBLIC HEARING
161 ZON-2918 - Treasure Land Development, Limited Liability Company
- VACATION RELATED TO ZON-2918 - PUBLIC HEARING
162 VAC-2920 - Treasure Land Development, Limited Liability Company
- REZONING - PUBLIC HEARING
163 ZON-2970 - Concordia Homes of Nevada
- SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-2970 - PUBLIC HEARING
164 SDR-2971 - Concordia Homes of Nevada

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

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City Council Meeting of November 5, 2003

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City of Las Vegas

Agenda Item No.

PLANNING & DEVELOPMENT - Page Six

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City Council Meeting of November 5, 2003

SPECIAL USE PERMIT RELATED TO GPA-3005 AND ZON-3007 - PUBLIC
HEARING

177 **SUP-3100** - B.S.R. on behalf of Fletcher Jones Sr. Trust

City of Las Vegas

Agenda Item No. 110

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: ROBERT S. GENZER**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

EXTENSION OF TIME - VARIANCE - EOT-2894 - CITY OF LAS VEGAS HOUSING AUTHORITY - Request for an Extension of Time of an approved Variance (V-0032-00) which allowed a reduction in the minimum lot size for a single family attached development on 8.88 acres adjacent to the northeast corner of 28th Street and Sunrise Avenue (APN: 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:**Planning Commission Mtg.****0****City Council Meeting****0****APPROVALS RECEIVED BEFORE:****Planning Commission Mtg.****0****City Council Meeting****0****RECOMMENDATION:**

The Planning Commission (6-0-1 vote) and staff recommend APPROVAL, subject to conditions.

NOTE: THIS ITEM TO BE CONSIDERED ROUTINE IN NATURE.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

REESE -APPROVED Item 110 [EOT-2894], Item 111 [EOT-2895], Item 112 [EOT-2866], Item 113 [EOT-2865], Item 114 [EOT-2925], Item 115 [EOT 2927], Item 116 [EOT-2926], and Item 117 [EOT-2982] subject to conditions - UNANIMOUS with BROWN excused

MINUTES:

There was no discussion.

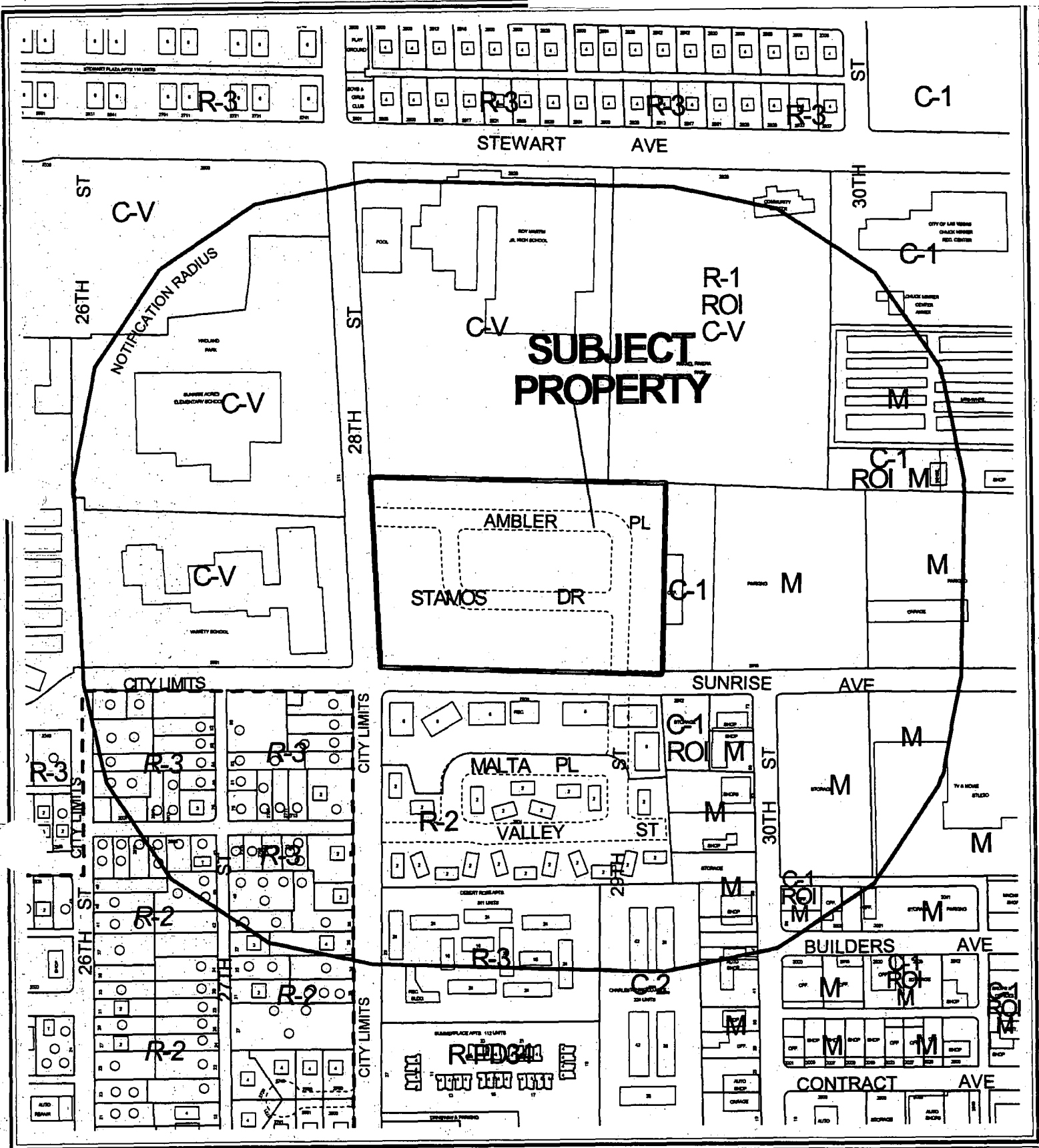
(1:13)

4-137

CONDITIONS:

Planning and Development

1. This Extension of Time will expire on August 22, 2004 and the Variance will become void unless exercised or an Extension of Time is granted by the City Council.
2. Conformance to all applicable conditions of approval for Variance [V-0032-00 and V-0032-00(1)]. Condition Number 3 of Variance [V-0032-00(1)] no longer applies.
3. Satisfaction of City Code requirements and design standards of all City departments.

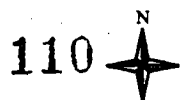


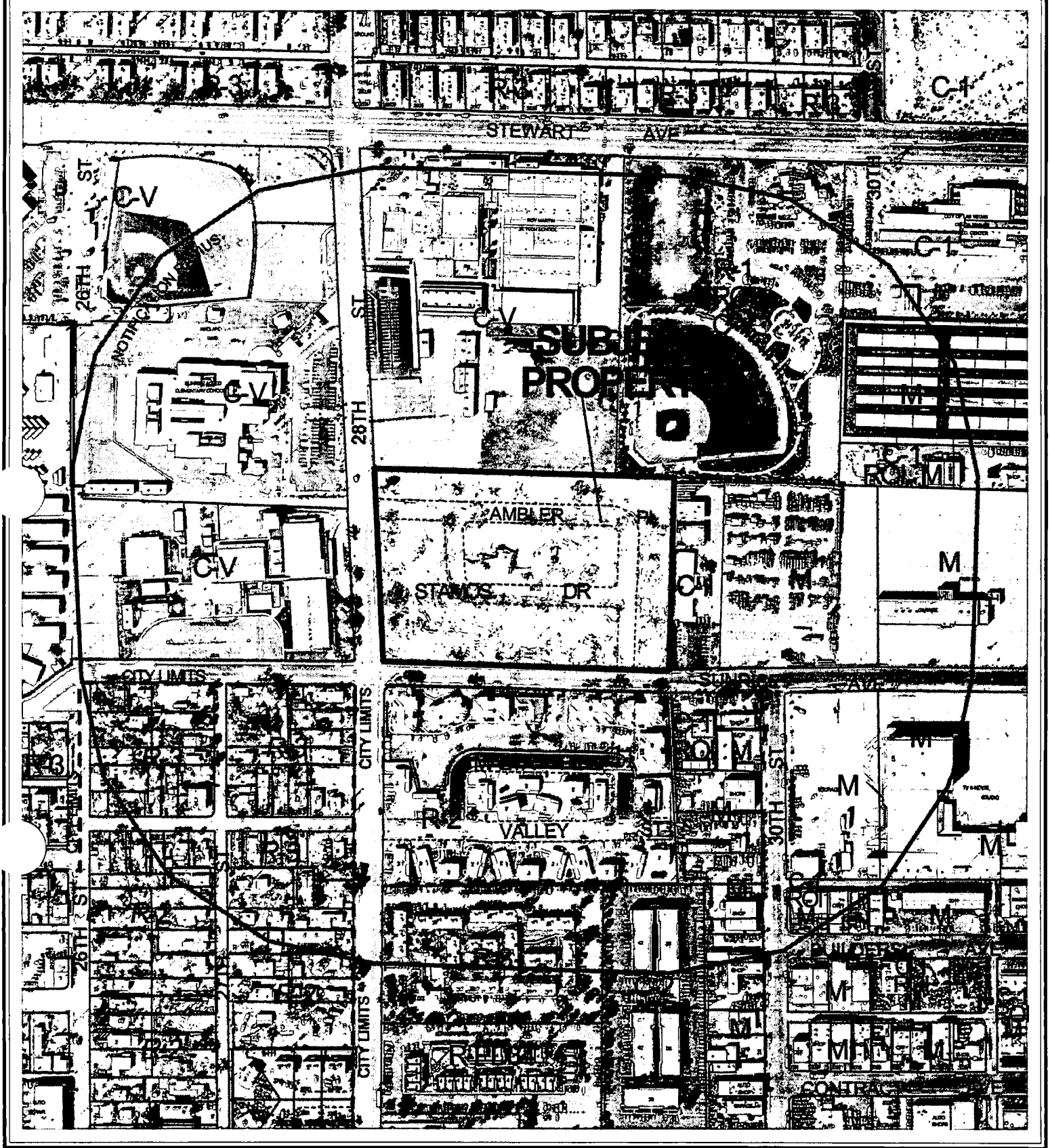
0 200 400 Feet

CASE: EOT-2894

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY: R-2 (MEDIUM-LOW DENSITY RESIDENTIAL)





CASE: EOT-2894

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY: R-2 (MEDIUM-LOW DENSITY RESIDENTIAL)

0 200 400 Feet



*City of Las Vegas***AGENDA MEMO**

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-2894 - CITY OF LAS VEGAS HOUSING AUTHORITY

**** CONDITIONS ****

The Planning Commission (6-0-1 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. This Extension of Time will expire on August 22, 2004 and the Variance will become void unless exercised or an Extension of Time is granted by the City Council.
2. Conformance to all applicable conditions of approval for Variance [V-0032-00 and V-0032-00(1)]. Condition Number 3 of Variance [V-0032-00(1)] no longer applies.
3. Satisfaction of City Code requirements and design standards of all City departments.

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

This request is for a second Extension of Time of an approved Variance (V-0032-00) which allowed a reduction in the minimum lot size for a single family attached development on 8.88 acres located adjacent to the northwest corner of the intersection of 28th Street and Sunrise Avenue.

B) Applicant's Justification

The applicant's justification letter states that this extension was necessary due to delays in reaching an agreement on the trails system.

BACKGROUND INFORMATION

A) Previous Actions

- 08/22/00 The City Council approved a Variance (V-0032-00) to allow a minimum lot size of twenty-six hundred (2,600) square feet, where sixty-five hundred (6,500) square feet is the minimum standard for a proposed 75-lot residential subdivision on 8.88 acres. The Planning Commission recommended approval.
- 08/22/00 The City Council approved a Variance (V-0034-00) to allow front setbacks of eighteen (18) feet, where twenty feet is the minimum standard; to allow side yard setbacks of zero feet, where five feet is the minimum standard; and where the minimum rear yard setback standard is twenty feet, to allow rear setback of ten (10) feet for 15 lots along the north side of Ambler Place and fifteen (15) feet elsewhere for a proposed 75-lot residential subdivision on 8.88 acres. The Planning Commission recommended approval.
- 10/26/00 The Planning Commission approved a Tentative Map (TM-0046-00) for 78 lots on the subject parcel. (A Final Map was not recorded within two years of the Tentative Map approval, therefore, this Tentative Map expired on October 26, 2002).
- 01/11/02 The Planning Commission approved a Final Map (FM-0089-00) for 78 Units on the subject parcel. (This Final Map did not record within one year after the Planning Commission approval, therefore, this Final Map expired on January 11, 2003).
- 11/06/02 The City Council approved an Extension of Time [V-0032-00(1) and V-0034-00(1)] of an approved Variance (V-0032-00) and Variance (V-0034-00) on the subject parcel. The Planning Commission recommended approval.

EOT-2894 - Staff Report Page Two
November 5, 2003 City Council Meeting

09/25/03 The Planning Commission approved a Tentative Map (TMP-2921) request for a 78-lot single-family attached residential subdivision and recommended approval of an Extension of Time (EOT-2895) request of an approved Variance (V-0034-00) on the subject parcel.

09/25/03 The Planning Commission voted 6-0-1 to recommend APPROVAL (PC Agenda Item #4).

B) Pre-Application Meeting

A pre-application meeting is not required for an Extension of Time application.

C) Neighborhood Meetings

A neighborhood meeting was not required as part of this application.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 8.88

B) Existing Land Use

Subject Property: Undeveloped
North: School and City Park
South: Apartments
East: Building Supplies sales-business
West: School

C) Planned Land Use

Subject Property: M (Medium Density Residential)
North: PF (Public Facility)
South: M (Medium Density Residential)
East: LI/R (Light Industry/Research)
West: PF (Public Facility)

D) Existing Zoning

Subject Property: R-2 (Two-Family Residence)
North: C-V (Civic) and R-1 (Single Family Residential) under Resolution of Intent to C-V (Civic)
South: Unincorporated Clark County
East: C-1 (Limited Commercial)
West: C-V (Civic)

E) General Plan Compliance

The site is designated as M (Medium Density Residential) on the Southeast Sector Map of the General Plan. The M (Medium Density Residential) land use category allows a density range of 12.1 to 25 dwelling units per gross acre, depending upon compatibility with adjacent uses. The

EOT-2894 - Staff Report Page Three
November 5, 2003 City Council Meeting

existing R-2 (Two-Family Residence) zoning designation, at 6 to 12 dwelling units per gross acre, is slightly lower in density than that as allowed by the Medium Density Residential General Plan designation.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan		X
Special Overlay District		X
Trails		X
Study Area		X
Rural Preservation Neighborhood		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

The subject site is not located within any special districts or special zoned areas.

ANALYSIS & FINDINGS

In accordance with Title 19.18.070(O) variances granted in connection with new construction are valid for a period of two years from the date of final approval, unless the City Council grants an extension of time upon a showing of good cause. In this case, the Extension of Time is needed because the applicant had to address issues related to location of the Multi-Use Transportation Trail. The location of the trail has been modified from the north side to the south side of Sunrise Avenue, thus eliminating the requirement for this project to provide the trail. Under the previous Extension of Time application [V-0032-00(1)] a condition was placed on the project to provide a Multi-use transportation trail which will no longer be required.

This Extension of Time application relates to a Variance (V-0032-00) which allowed a reduction in the minimum lot size requirement on R-2 (Two-Family Residence) zoned property. The Variance approved a reduction from a required 6,500 square feet to a minimum 2,600 square feet. The submitted Tentative Map (TMP-2921) reflects lots typical of those depicted under the original Variance application, therefore it is recommended that this Extension of Time application be approved.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-2894 APN: 139-36-303-003

Name of Property Owner: LV Housing Authority

Name of Applicant: LV Housing Authority

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/Authorized Agent: David LaRushin

Print Name: PARVEZ GHADRI

Subscribed and sworn before me

This 29th day of July , , 20 03

Essie Mae Williams
Notary Public in and for said County and State



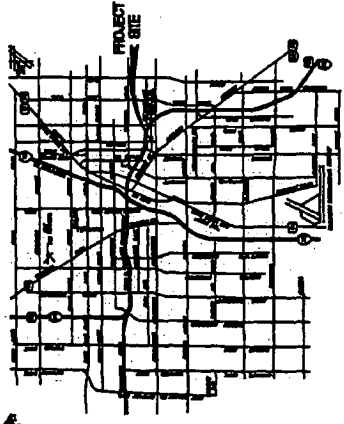
WLB GROUP 2005 N. Central Valley Parkway, Suite 200 Henderson, NV 89014-1001 (702) 462-1000 FAX (702) 462-1001		PROJECT: ERINE CRAGN TOWNHOME COMMUNITY	SHEET NO.: 5 OF 5 DATE: 9/24/03 DRAWN BY: WLB CHECKED BY: WLB DATE: 9/24/03
COMMUNITY DEV. PROGRAMS CENTER 1500 N. CENTRAL VALLEY PARKWAY HENDERSON, NV 89014		TENTATIVE MAP SHEET TITLE	SCALE: 1" = 40' DATE: 9/24/03 DRAWN BY: WLB CHECKED BY: WLB DATE: 9/24/03



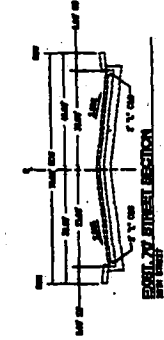
GRAPHIC SCALE

LEGAL DESCRIPTION
 A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SEVENTH
 SECTION, T1N, R1E, S12E, LAS VEGAS COUNTY, NEVADA,
 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

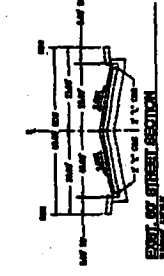
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2	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
3	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
4	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
5	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
6	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
7	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
8	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
9	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
10	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
11	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
12	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
13	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
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18	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
19	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
20	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
21	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
22	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
23	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
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25	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
26	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
27	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
28	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
29	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
30	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
31	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
32	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
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41	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
42	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
43	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
44	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
45	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
46	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
47	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
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50	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
51	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
52	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
53	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
54	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
55	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
56	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
57	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
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59	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
60	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
61	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
62	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
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64	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
65	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
66	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
67	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
68	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
69	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
70	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
71	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
72	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
73	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
74	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
75	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
76	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
77	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
78	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
79	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
80	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
81	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
82	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
83	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
84	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
85	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
86	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
87	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
88	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
89	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
90	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
91	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
92	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
93	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
94	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
95	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
96	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
97	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
98	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
99	N 0° 00' 00" E	1.00	0° 00' 00"	1.00
100	N 0° 00' 00" E	1.00	0° 00' 00"	1.00



TENTATIVE MAP



EAST-WEST STREET SECTION



NORTH-SOUTH STREET SECTION

NOTES
 THIS SITE CONTAINS NO IMPOSITION OF EASEMENTS
 OR RIGHTS OF WAY. THE PROPOSED ROAD PROFILE
 IS BASED ON THE EXISTING GROUND SURFACE.
 THE SITE CONTAINS NO EXISTING OR PROPOSED
 UTILITIES.

COMPARISON
 TOTAL COMMON AREA - 0.48 AC. RT.
 TOTAL COMMON AREA - 0.48 AC. RT.

GENERAL INFORMATION
 AVE. DAILY FLOW - 350 GPM PER LANE - 13,500 GPM
 PEAK DAILY FLOW - 3.1 PEAK FACTOR - 40,000 GPM
SITE DATA
 A.P.N. - 15-36-303-003
 EXISTING ZONING - R-1
 PROPOSED ZONING - R-1
 NUMBER OF LOTS - 76
 PROPOSED COUNTRY - 0.76 ACRES/LOT
 WATER - LAS VEGAS VALLEY WATER DISTRICT
 SEWER - CITY OF LAS VEGAS
 GAS - NEVADA POWER COMPANY
 TELEPHONE - SOUTHWEST GAS CORPORATION
 CABLE TV - LAS VEGAS VALLEY CABLE TV
 WASTE COLLECTION - LAS VEGAS VALLEY COUNCIL

NOTES
 ALL BLOCK WALLS TO BE SUBMITTED AND APPROVED
 BY THE CITY OF LAS VEGAS PRIOR TO RECORDATION OF TENTATIVE MAP.
DEVELOPER
 FRANK HARTMAN
 CENTER OF LAS VEGAS
 1500 N. CENTRAL VALLEY PARKWAY
 LAS VEGAS, NV 89014
 (702) 462-1000
ENGINEER / SURVEYOR
 A. NELSON STONE
 THE NELSON STONE GROUP
 1500 N. CENTRAL VALLEY PARKWAY
 LAS VEGAS, NV 89014
 (702) 462-2551

EOT-2894

STAFF 9-25-03 PC



EOT-2894 - CITY OF LAS VEGAS HOUSING AUTHORITY
28TH STREET AND SUNRISE AVENUE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/5/03



EOT-2894 - CITY OF LAS VEGAS HOUSING AUTHORITY
28TH STREET AND SUNRISE AVENUE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/5/03

City of Las Vegas

Agenda Item No. 111

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: ROBERT S. GENZER**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

EXTENSION OF TIME RELATED TO EOT-2894 - VARIANCE - EOT-2895 - CITY OF LAS VEGAS HOUSING AUTHORITY - Request for an Extension of Time of an approved Variance (V-0034-00) which allowed a reduction in the required setbacks for a single family attached development on 8.88 acres adjacent to the northeast corner of 28th Street and Sunrise Avenue (APN: 139-36-303-003), R-2 (Medium-Low Density Residential) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:**Planning Commission Mtg.****0****City Council Meeting****0****APPROVALS RECEIVED BEFORE:****Planning Commission Mtg.****0****City Council Meeting****0****RECOMMENDATION:**

The Planning Commission (6-0-1 vote) and staff recommend APPROVAL, subject to conditions.

NOTE: THIS ITEM TO BE CONSIDERED ROUTINE IN NATURE.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

REESE -APPROVED Item 110 [EOT-2894], Item 111 [EOT-2895], Item 112 [EOT-2866], Item 113 [EOT-2865], Item 114 [EOT-2925], Item 115 [EOT 2927], Item 116 [EOT-2926], and Item 117 [EOT-2982] subject to conditions - UNANIMOUS with BROWN excused

MINUTES:

There was no discussion.

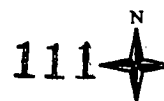
(1:13)

4-137

CONDITIONS:

Planning and Development

1. This Extension of Time will expire on August 22, 2004 and the Variance will become void unless exercised or an Extension of Time is granted by the City Council.
2. Conformance to all applicable conditions of approval for Variance [V-0034-00 and V-0034-00(1)]. Condition Number 3 of Variance [V-0034-00(1)] no longer applies.
3. Satisfaction of City Code requirements and design standards of all City departments.



*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: PLANNING AND DEVELOPMENT****ITEM DESCRIPTION: EOT-2895 - CITY OF LAS VEGAS HOUSING AUTHORITY**

**** CONDITIONS ****

The Planning Commission (6-0-1 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. This Extension of Time will expire on August 22, 2004 and the Variance will become void unless exercised or an Extension of Time is granted by the City Council.
2. Conformance to all applicable conditions of approval for Variance [V-0034-00 and V-0034-00(1)]. Condition Number 3 of Variance [V-0034-00(1)] no longer applies.
3. Satisfaction of City Code requirements and design standards of all City departments.

EOT-2895 - Staff Report Page One
November 5, 2003 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

This request is for a second Extension of Time of an approved Variance (V-0034-00) which allowed an eighteen foot (18') setback in the front yard where twenty feet (20') is the minimum setback required; and to allow a zero foot (0') setback in the side yard where five feet (5') is the minimum setback required; and to allow a ten foot (10') and fifteen foot (15') setback in the rear yard where twenty feet (20') is the minimum setback required for a single family attached development on 8.88 acres located adjacent to the northwest corner of the intersection of 28th Street and Sunrise Avenue.

B) Applicant's Justification

The applicant's justification letter states that this extension was necessary due to delays with the project regarding the placement of the Multi Use Trails element and it took almost eight months to reach an agreement on the trails system.

BACKGROUND INFORMATION

A) Previous Actions

- 08/22/00 The City Council approved a Variance (V-0032-00) to allow a minimum lot size of twenty-six hundred (2,600) square feet, where sixty-five hundred (6,500) square feet is the minimum standard for a proposed 75-lot residential subdivision on 8.88 acres. The Planning Commission recommended approval.
- 08/22/00 The City Council approved a Variance (V-0034-00) to allow front setbacks of eighteen (18) feet, where twenty feet is the minimum standard; to allow side yard setbacks of zero feet, where five feet is the minimum standard; and where the minimum rear yard setback standard is twenty feet, to allow rear setback of ten (10) feet for 15 lots along the north side of Ambler Place and fifteen (15) feet elsewhere for a proposed 75-lot residential subdivision on 8.88 acres. The Planning Commission recommended approval.
- 10/26/00 The Planning Commission approved a Tentative Map (TM-0046-00) for 78 lots on the subject parcel. (A Final Map was not recorded within two years of the Tentative Map approval, therefore, this Tentative Map expired on October 26, 2002).
- 01/11/02 The Planning Commission approved a Final Map (FM-0089-00) for 78 Units on the subject parcel. (This Final Map did not record within one year after the Planning Commission approval, therefore, this Final Map expired on January 11, 2003).

EOT-2895 - Staff Report Page Two
November 5, 2003 City Council Meeting

- 11/06/02 The City Council approved an Extension of Time [V-0032-00(1) and V-0034-00(1)] of an approved Variance (V-0032-00) and Variance (V-0034-00) on the subject parcel. The Planning Commission recommended approval.
- 09/25/03 The Planning Commission approved a Tentative Map (TMP-2921) request for a 78-lot single-family attached residential subdivision and recommended approval of an Extension of Time (EOT-2894) request of an approved Variance (V-0032-00) located on the subject site.
- 09/25/03 The Planning Commission voted 6-0-1 to recommend APPROVAL (PC Agenda Item #5).

B) Pre-Application Meeting

A pre-application meeting is not required for an Extension of Time application.

C) Neighborhood Meetings

A neighborhood meeting was not required as part of this application.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 8.88

B) Existing Land Use

Subject Property: Undeveloped
North: School and City Park
South: Apartments
East: Building Supplies sales-business
West: School

C) Planned Land Use

Subject Property: M (Medium Density Residential)
North: PF (Public Facility)
South: M (Medium Density Residential)
East: LI/R (Light Industry/Research)
West: PF (Public Facility)

D) Existing Zoning

Subject Property: R-2 (Two-Family Residence)
North: C-V (Civic) and R-1 (Single Family Residential) under Resolution of Intent to C-V (Civic)
South: Unincorporated Clark County
East: C-1 (Limited Commercial)
West: C-V (Civic)

EOT-2895 - Staff Report Page Three
November 5, 2003 City Council Meeting

E) General Plan Compliance

The site is designated as M (Medium Density Residential) on the Southeast Sector Map of the General Plan. The M (Medium Density Residential.) land use category allows a density range of 12.1 to 25 dwelling units per gross acre, depending upon compatibility with adjacent uses. The existing R-2 (Two-Family Residence) zoning designation, at 6 to 12 dwelling units per gross acre, is slightly lower in density than that as allowed by the Medium Density Residential General Plan designation.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan		X
Special Overlay District		X
Trails		X
Study Area		X
Rural Preservation Neighborhood		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

The subject site is not located within any special districts or special zoned areas.

ANALYSIS & FINDINGS

In accordance with Title 19.18.070(O) variances granted in connection with new construction are valid for a period of two years from the date of final approval, unless the City Council grants an extension of time upon a showing of good cause. In this case, the Extension of Time is needed because the applicant had to address issues related to location of the Multi-Use Transportation Trail. The location of the trail has been modified from the north side to the south side of Sunrise Avenue, thus eliminating the requirement for this project to provide the trail. Under the previous Extension of Time application [V-0034-00(1)] a condition was placed on the project to provide a Multi-use transportation trail which will no longer be required.

This Extension of Time application relates to a Variance (V-0034-00) which allowed a reduction in the minimum setback standards on R-2 (Two-Family Residence) zoned property. The Variance approved front setbacks of eighteen (18) feet, where twenty feet is the minimum standard; allowed side yard setbacks of zero feet, where five feet is the minimum standard; and where the minimum rear yard setback standard is twenty feet, allowed rear setback of ten (10) feet for 15 lots along the north side of Ambler Place and fifteen (15) feet elsewhere. The submitted Tentative Map (TMP-2921) reflects lots typical of those depicted under the original Variance application, and adhering to the above-mentioned setbacks, therefore it is recommended that this Extension of Time application be approved.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EOT-2895 APN: 139-36-303-003
Name of Property Owner: L.V. Housing Authority
Name of Applicant: L.V. Housing Authority

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/Authorized Agent:

Print Name:

Subscribed and sworn before me

This 29th day of July, 2003

Essie Mae Williams
Notary Public in and for said County and State





EOT-2895 - CITY OF LAS VEGAS HOUSING AUTHORITY
28TH STREET AND SUNRISE AVENUE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/4/03



EOT-2895 - CITY OF LAS VEGAS HOUSING AUTHORITY
28TH STREET AND SUNRISE AVENUE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/4/03

City of Las Vegas

Agenda Item No. 112

0AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

☒

CONSENT

☐

DISCUSSION

SUBJECT:

EXTENSION OF TIME - SPECIAL USE PERMIT - EOT-2866 - ETHEL-WILLIA, INC. ON BEHALF OF SMART START DAY CARE FACILITY - Request for an Extension of Time of an approved Special Use Permit (U-0087-01) for a proposed commercial child care facility at 1260 West Owens Avenue (APN: 139-21-804-009), R-3 (Medium Density Residential) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend **APPROVAL**

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend **APPROVAL**, subject to conditions.

NOTE: THIS ITEM TO BE CONSIDERED ROUTINE IN NATURE.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

REESE -APPROVED Item 110 [EOT-2894], Item 111 [EOT-2895], Item 112 [EOT-2866], Item 113 [EOT-2865], Item 114 [EOT-2925], Item 115 [EOT 2927], Item 116 [EOT-2926], and Item 117 [EOT-2982] subject to conditions - **UNANIMOUS** with **BROWN** excused

MINUTES:

There was no discussion.

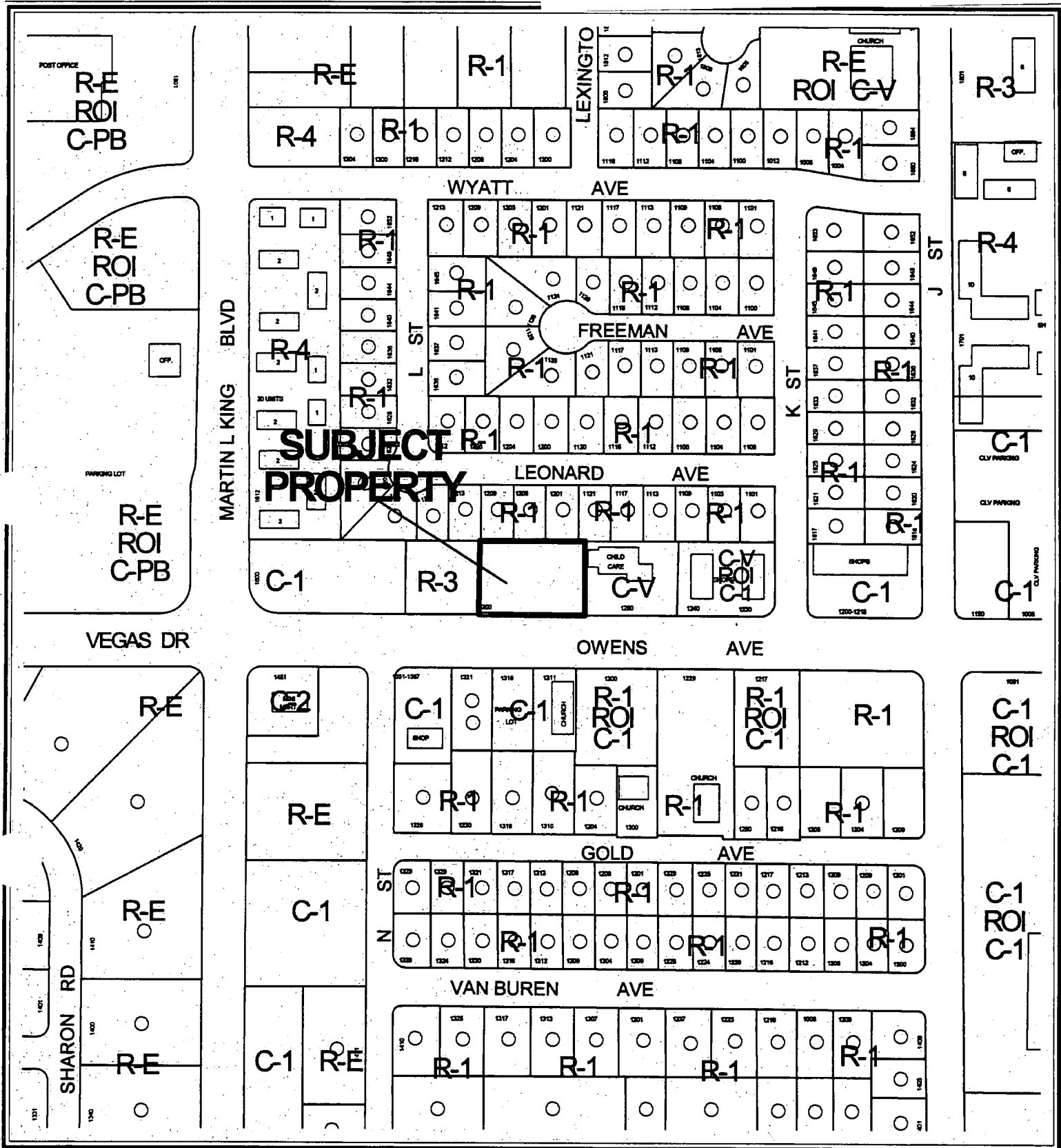
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4-137

CONDITIONS:

Planning and Development

1. This Extension of Time shall expire August 15, 2005 unless it is exercised or an Extension of Time is granted by the City Council.
2. Conformance to all applicable conditions of approval for Site Development Plan Review (SD-0028-01), Special Use Permit (U-0087-01) and all other subsequent site-related actions as required by the Planning and Development Department and Department of Public Works.



0 200 400 Feet

CASE: EOT-2866

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

112



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: EOT-2866 - ETHEL-WILLIA, INC. ON BEHALF OF SMART
START DAY CARE FACILITY**

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. This Extension of Time shall expire August 15, 2005 unless it is exercised or an Extension of Time is granted by the City Council.
2. Conformance to all applicable conditions of approval for Site Development Plan Review (SD-0028-01), Special Use Permit (U-0087-01) and all other subsequent site-related actions as required by the Planning and Development Department and Department of Public Works.

EOT-2866 - Staff Report Page One
November 5, 2003 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

This request is for an Extension of Time of an approved Special Use Permit that allowed a Child Care Center on the north side of Owens Avenue, approximately 430 feet east of Martin L. King Boulevard. The proposed use will be operated in conjunction with an existing childcare center (Smart Start Daycare) located directly to the east of this site. The Special Use Permit is necessary because the proposed use will operate on a separate parcel that is zoned R-3 (Medium Density Residential).

B) Applicant's Justification

The applicant's justification letter states that additional time is needed complete financial arrangements.

BACKGROUND INFORMATION

A) Previous Actions

- 11/15/95 The City Council approved a Rezoning (Z-0079-95) from R-3 (Medium Density Residential) to C-1 (Limited Commercial) on this site as part of a larger request. The Resolution of Intent expired May 27, 1998.
- 08/15/01 The City Council approved a Special Use Permit (U-0087-01) for a Child Care Center and a Site Development Plan Review (SD-0028-01) for a 4,000 square foot addition to a childcare center on the subject site. The Planning Commission recommended approval of both applications.
- 09/25/03 The Planning Commission recommended approval of a related Extension of Time (EOT-2865) of a site plan for a 4,000 square foot addition on this site.
- 09/25/03 The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #6).

B) Pre-Application Meeting

A pre-application meeting was not required.

C) Neighborhood Meetings

A neighborhood meeting was not required.

EOT-2866 - Staff Report Page Two
November 5, 2003 City Council Meeting

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Net Acres: 0.63

B) *Existing Land Use*

Subject Property: Undeveloped
North: Single Family Dwellings
South: Church and Parking Lot
East: Child Care Center
West: Undeveloped

C) *Planned Land Use*

Subject Property: DTR (Downtown Redevelopment Area)
North: L (Low Density Residential)
South: DTR (Downtown Redevelopment Area)
East: DTR (Downtown Redevelopment Area)
West: DTR (Downtown Redevelopment Area)

D) *Existing Zoning*

Subject Property: R-3 (Medium Density Residential)
North: R-1 (Single Family Residential)
South: C-1 (Limited Commercial)
East: C-V (Civic)
West: R-3 (Medium Density Residential)

E) *General Plan Compliance*

The subject site is located within the Downtown Redevelopment Area of the Southeast General Plan. The proposed use is consistent with the commercial land uses prescribed by the Downtown Redevelopment Plan.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan	X	
Redevelopment Plan Area		
Special Overlay District		X
Trails		X
Study Area		X
Rural Preservation Neighborhood		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

EOT-2866 - Staff Report Page Three
November 5, 2003 City Council Meeting

The subject site is located within the Downtown Redevelopment Area of the Southeast General Plan. To stimulate revitalization of the City's historic, urban core, several special overlay districts have been adopted which contain unique standards for redevelopment.

ANALYSIS

A) Zoning Code Compliance

A1) Parking and Traffic Standards

Parking and traffic standards were addressed through a Site Development Plan Review (SD-0028-01), which is also due for an Extension of Time and will be considered as a related item (EOT-2865) on this agenda.

A2) Minimum Distance Separation Requirements

There are no Minimum Separation Distance Requirements in the Zoning Code that apply to the proposed Child Care Center use; however, another Child Care Facility exists directly to the east of the subject site. The proposed use essentially is an extension of the existing Child Care Facility, as the same management team will operate both facilities. This Special Use Permit is necessary because the proposed use will operate on a separate parcel that is zoned R-3 (Medium Density Residential).

B) General Analysis and Discussion

• Zoning

The subject site remains zoned R-3 (Medium Density Residential). A Child Care Center is within the range of uses allowed in this zone with approval of a Special Use Permit.

• Use

Title 19.20 defines Child Care Center as any commercial facility in which the license regularly provides day or overnight care for more than 12 children. Such uses are subject to the child care regulations and standards of the Department of Business Activity.

• Conditions

No base conditions exist for a Child Care Center use in a R-3 (Medium Density Residential) zone.

The surrounding area has experienced little change since approval of the original Special Use Permit. The proposed use remains appropriate, given it will be operated in conjunction with an existing Child Care Center that is located directly adjacent to the subject site.

EOT-2866 - Staff Report Page Four
November 5, 2003 City Council Meeting

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."**

As the surrounding area has experienced little change since approval of the original Special Use Permit, the proposed use remains appropriate.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

As evidenced by approval of Site Development Plan Review (SD-0028-01), which is also due for an Extension of Time and will be considered as a related item (EOT-2865) on this agenda, the subject site is suitable for 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."**

The proposed facility will have access to Owens Avenue, a 100 foot wide fully improved right-of-way, which is adequate in size to meet the requirements of the proposed use.

4. **"Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan."**

The proposed childcare use will be subject to regular inspection by the City and County for permits and licensing; therefore, the use will not compromise the public health, safety, and welfare.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



STATEMENT OF FINANCIAL INTEREST

Name of Applicant: Willia Chaney

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?

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.

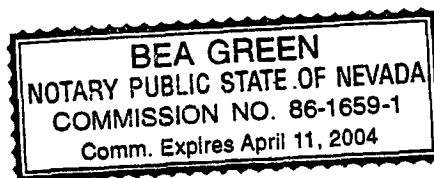
APN: _____

Print Name: Willia Chaney

Subscribed and sworn before me

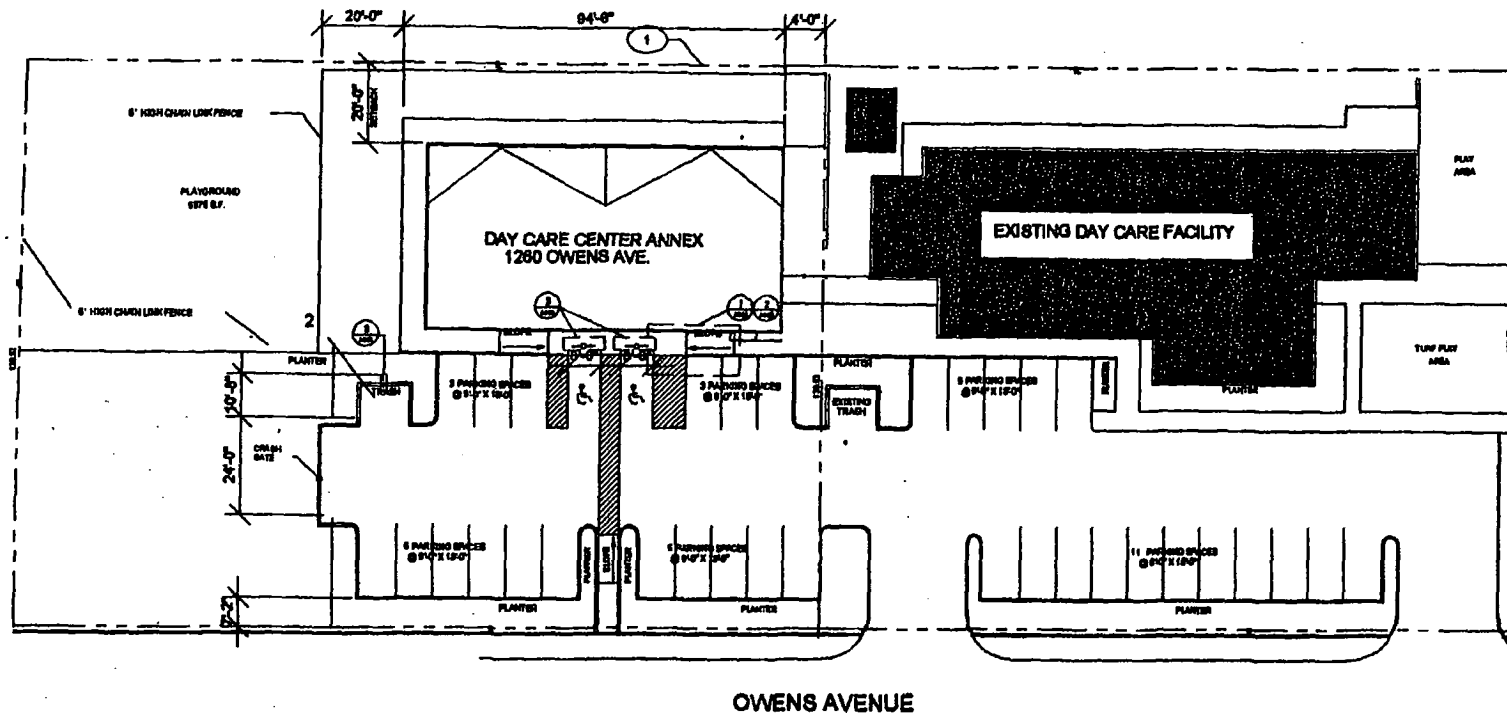
Bea Green

Notary Public in and for said County and State





9-25-03 PC



SITE PLAN (REVISED 8/27/01)

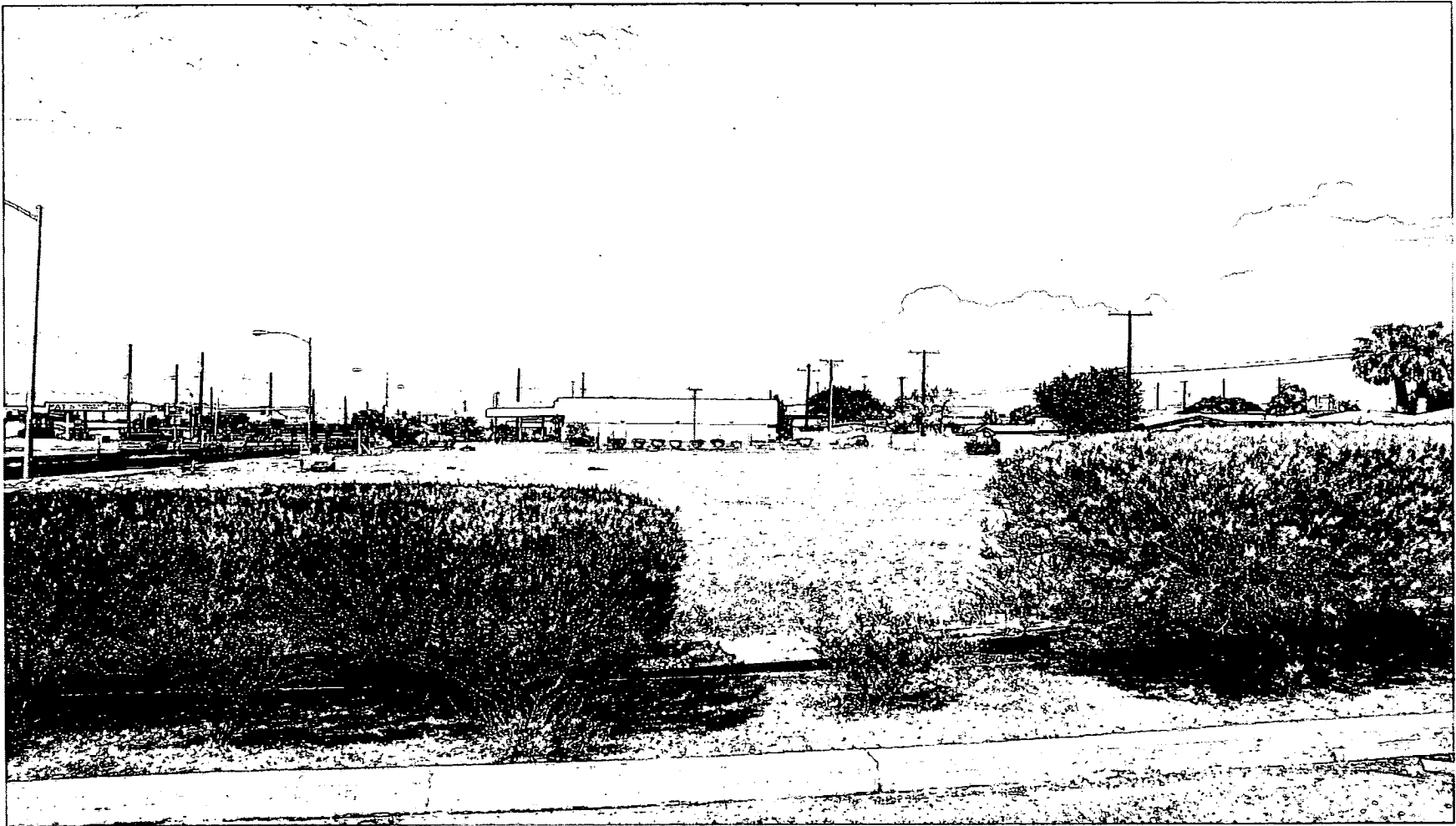
SCALE: 1"=20'



PGA Perez-Green Architects, INC.
 ARCHITECTURE COMMERCIAL RESIDENTIAL
 3305 W. Spring Mountain Rd. Suite 92 • Las Vegas, NV 89102 (702) 362-8974

PROJECION:
SMART START DAY CARE CENTER
 1260 OWENS AVE.
 LAS VEGAS, NEVADA

STAFF EOT-2866
 9-25-03 PC



EOT-2866 - ETHEL-WILLIA, INC. ON BEHALF OF SMART START DAY CARE FACILITY
1260 WEST OWENS AVENUE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/4/03

City of Las Vegas

Agenda Item No. 113

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: PLANNING & DEVELOPMENT**DIRECTOR: ROBERT S. GENZER**☒ **CONSENT** ☐ **DISCUSSION****SUBJECT:**

EXTENSION OF TIME RELATED TO EOT-2866 - SITE DEVELOPMENT PLAN REVIEW - EOT-2865 - ETHEL-WILLIA, INC. ON BEHALF OF SMART START DAY CARE FACILITY - Request for an Extension of Time of an approved Site Development Plan Review (SD-0028-01) and a reduction in the amount of required perimeter landscaping for a proposed 4,000 square foot expansion of an existing child care facility at 1260 West Owens Avenue (APN: 139-21-804-009), R-3 (Medium Density Residential) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

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0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

NOTE: THIS ITEM TO BE CONSIDERED ROUTINE IN NATURE.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

REESE -APPROVED Item 110 [EOT-2894], Item 111 [EOT-2895], Item 112 [EOT-2866], Item 113 [EOT-2865], Item 114 [EOT-2925], Item 115 [EOT 2927], Item 116 [EOT-2926], and Item 117 [EOT-2982] subject to conditions - UNANIMOUS with BROWN excused

MINUTES:

There was no discussion.

(1:13)
4-137

CONDITIONS:

Planning and Development

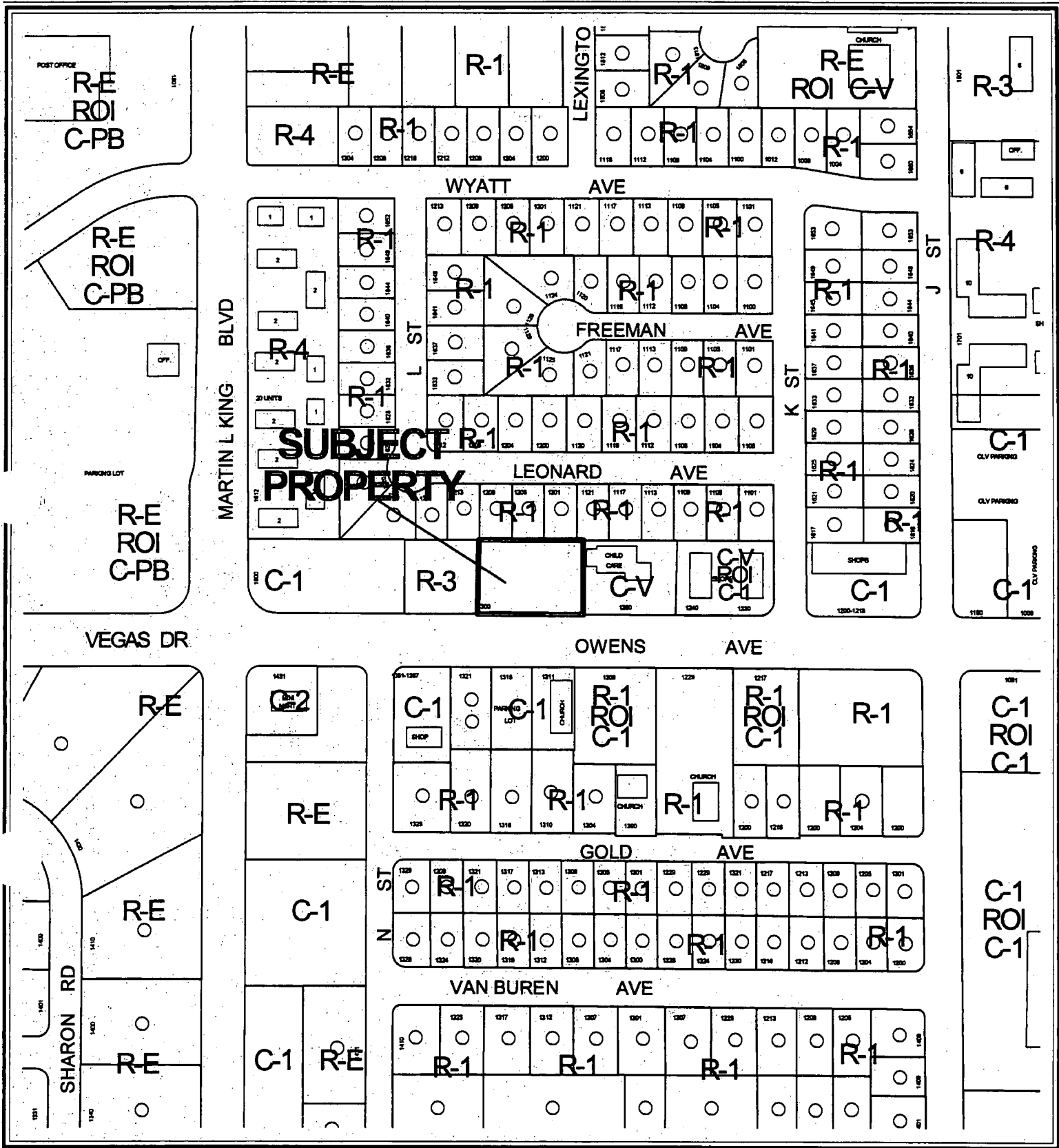
1. This Extension of Time shall expire August 15, 2005 unless it is exercised or an Extension of Time is granted by the City Council.
2. Conformance to all applicable conditions of approval for Site Development Plan Review (SD-0028-01), Special Use Permit (U-0087-01) and all other subsequent site-related actions as required by the Planning and Development Department and Department of Public Works.

*City of Las Vegas***Agenda Item No. 113**

CITY COUNCIL MEETING OF NOVEMBER 5, 2003
Planning and Development Department
Item 113 – EOT-2865

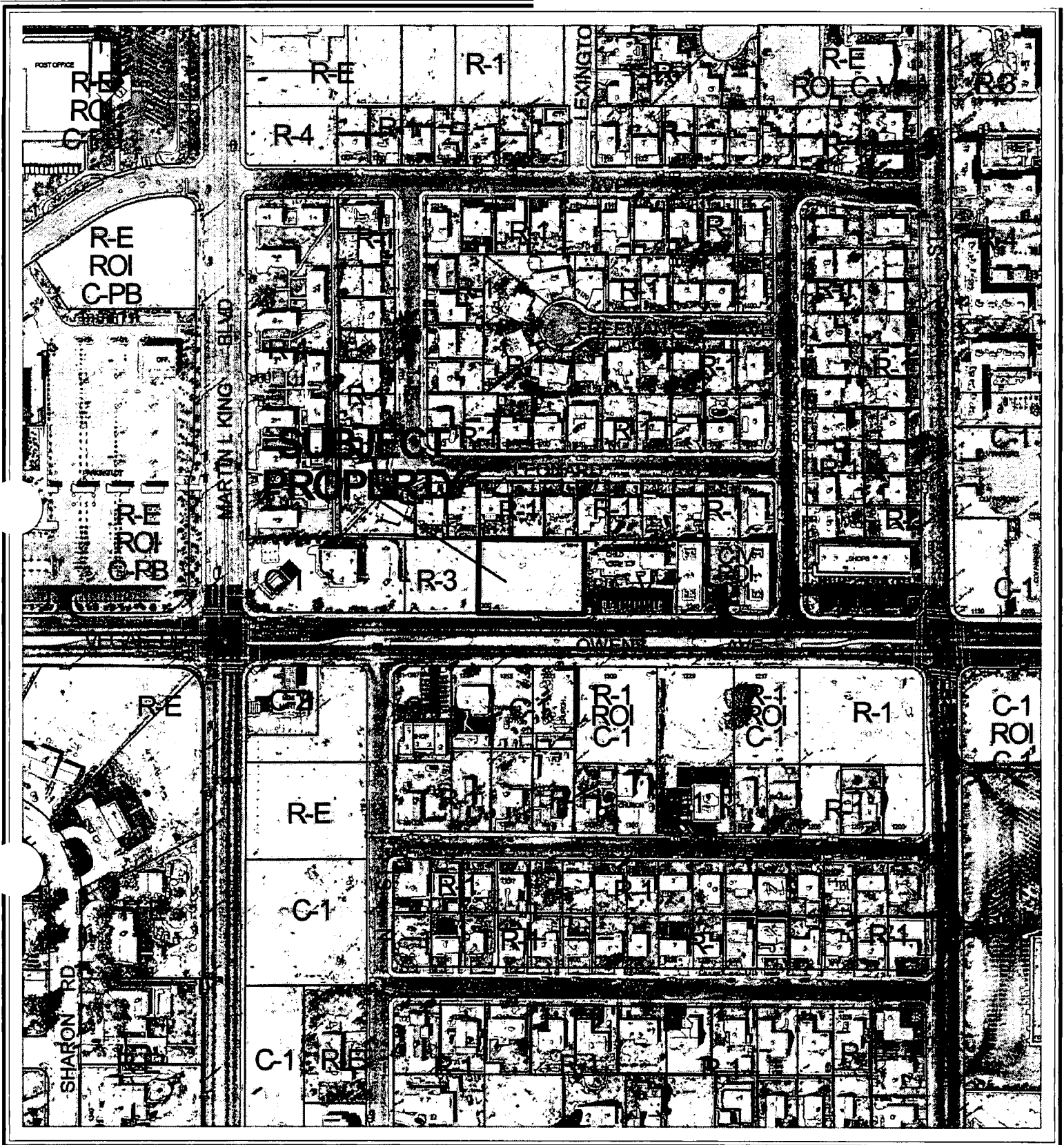
CONDITIONS – Continued:

3. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Building Permit for this site. The Design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.



CASE: EOT-2865

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)



0 200 400 Feet

CASE: EOT-2865

ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)



*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: PLANNING AND DEVELOPMENT****ITEM DESCRIPTION: EOT-2865 - ETHEL-WILLIA, INC. ON BEHALF OF SMART START DAY CARE FACILITY**

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. This Extension of Time shall expire August 15, 2005 unless it is exercised or an Extension of Time is granted by the City Council.
2. Conformance to all applicable conditions of approval for Site Development Plan Review (SD-0028-01), Special Use Permit (U-0087-01) and all other subsequent site-related actions as required by the Planning and Development Department and Department of Public Works.
3. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Building Permit for this site. The Design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

EOT-2865 - Staff Report Page One
November 5, 2003 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

This request is for an Extension of Time of an approved Site Development Plan Review for a proposed Child Care Center on the north side of Owens Avenue, approximately 430 feet east of Martin L. King Boulevard.

B) Applicant's Justification

The applicant's justification letter states that additional time is needed complete financial arrangements.

BACKGROUND INFORMATION

A) Previous Actions

- 11/15/95 The City Council approved a Rezoning (Z-0079-95) from R-3 (Medium Density Residential) to C-1 (Limited Commercial) on this site as part of a larger request. The Resolution of Intent expired May 27, 1998.
- 08/15/01 The City Council approved a Special Use Permit (U-0087-01) for a Child Care Center and a Site Development Plan Review (SD-0028-01) for a 4,000 square foot addition to a childcare center on the subject site. The Planning Commission recommended approval of both applications.
- 09/25/03 The Planning Commission recommended approval of a related Extension of Time (EOT-2866) of a Special Use Permit for a childcare center on this site.
- 09/25/03 The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #7).

B) Pre-Application Meeting

A pre-application meeting was not required.

C) Neighborhood Meetings

A neighborhood meeting was not required.

EOT-2865 - Staff Report Page Two
November 5, 2003 City Council Meeting

DETAILS OF APPLICATION REQUEST

A) *Site Area*

0.63

B) *Existing Land Use*

Subject Property: Undeveloped
North: Single Family Dwellings
South: Church and Parking Lot
East: Child Care Center
West: Undeveloped

C) *Planned Land Use*

Subject Property: DTR (Downtown Redevelopment Area)
North: L (Low Density Residential)
South: DTR (Downtown Redevelopment Area)
East: DTR (Downtown Redevelopment Area)
West: DTR (Downtown Redevelopment Area)

D) *Existing Zoning*

Subject Property: R-3 (Medium Density Residential)
North: R-1 (Single Family Residential)
South: C-1 (Limited Commercial)
East: C-V (Civic)
West: R-3 (Medium Density Residential)

E) *General Plan Compliance*

The subject site is located within the Downtown Redevelopment Area of the Southeast General Plan. The proposed use is consistent with the commercial land uses prescribed by the Downtown Redevelopment Plan.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan	X	
Redevelopment Plan Area		
Special Overlay District		X
Trails		X
Study Area		X
Rural Preservation Neighborhood		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

The subject site is located within the Downtown Redevelopment Area on the Southeast General Plan. To stimulate revitalization of the City's historic, urban core, several special overlay districts have been adopted which contain unique standards for redevelopment.

EOT-2865 - Staff Report Page Three
November 5, 2003 City Council Meeting

PROJECT DESCRIPTION

The proposed Child Care Facility will operate in conjunction with an existing facility directly to the east of the subject site. As the site is zoned R-3 (Medium Density Residential), the applicant received approval of a Special Use Permit (U-0087-01) concurrently with approval of the Site Development Plan Review (SD-0028-01). Both applications are due for Extensions of Time because construction is yet to commence. The applicant has indicated that the financing is secured and construction will proceed in a timely manner.

ANALYSIS

A) Zoning Code Compliance

A1) Development Standards

Pursuant to Title 19:08, the following Development Standards apply to the subject proposal:

Standards	Required	Provided	Compliance
Min. Lot Size	6,500 Feet	37,138 SF	Y
Min. Lot Width	N/A	N/A	N/A
Min. Setbacks			
• Front	20 Feet	70 Feet	Y
• Side	5 Feet	4 Feet	N
• Corner	5 Feet	N/A	N/A
• Rear	20 Feet	20 Feet	Y
Max. Lot Coverage	N/A	N/A	N/A
Max. Building Height	2 Stories / 35 Feet	14 Foot 2 Inches (entry feature – 21 Feet)	Y
Trash Enclosure	Screened w/roof	Not Indicated	N
Mech. Equipment	Screened	Not Indicated	N

Although the proposed childcare center is a non-residential use, it is still subject to the requirements of the zoning district in which it is located. The submitted site plan does not conform to the established standards for a R-3 (Medium Density Residential) zone. The site plan depicts the proposed childcare building four feet from the side property line where five feet is required. The building footprint has been altered from what was originally submitted so that it can meet the minimum rear setback allowed, as required by Condition # 3 of the original approval. Approval of the extension of time does not amend or negate any previous conditions of approval. The applicant will be required to conform to all previous conditions.

Additionally, the screening of mechanical equipment or the trash enclosure is not addressed. The Planning and Development Department will review all building permits for compliance with screening requirements.

EOT-2865 - Staff Report Page Four
November 5, 2003 City Council Meeting

A2) Residential Adjacency Standards

Pursuant to Title 19.08, the following Residential Adjacency Standards apply to the subject proposal:

- a) **Proximity slope and Building setback:** The total height of the building is 21 feet, however this measurement is to a raised entry feature that faces Owens Avenue. The majority of the building, including the portion adjacent to the existing single-family dwellings is 14 feet 2 inches in height. One-story buildings up to 15 feet in height are exempt from residential adjacency standards given that the structure conforms to the applicable setback. The building is setback 20 feet from the rear property line in conformance with established R-3 setbacks. It should be noted that the entry feature is beneath the proximity slope as it is setback 69.5 from the single-family dwellings to the north of the subject site. At a height of 21 feet, residential adjacency requires a 63-foot setback from residential property.

A3) Parking and Traffic Standards

Pursuant to Title 19.10, the following Parking Standards apply to the subject proposal:

Uses	# Staff and Children	Ratio	Required Parking		Provided Parking	
			Regular	Handicap	Regular	Handicap
Child Care Center	7 Staff 60 Children	1/staff member plus 1/10 children	13	See below	19	See below
Handicap breakdown			12	1	17	2

During the original approval the applicant indicated that the proposed development would accommodate 7 staff members and 60 children, therefore requiring a total of 13 parking spaces. The site plan depicts 19 spaces, exceeding the Code standard.

A4) Landscape and Open Space Standards

Pursuant to Title 19.12, the following Landscape Standards apply to the subject proposal:

Standards	Required		Provided
	Ratio	Trees	
Parking Area	1 Tree/6 Spaces	4 Trees	6 Trees
Buffer:			
• Min. Trees	1 Tree/20 Linear Feet	10 Trees	4 Trees
• Min. Zone Width (adj. to ROW)	15 Feet		7 Feet 2 Inches
• Min. Zone Width (side & rear)	8 Feet		4 – 20 Feet

EOT-2865 - Staff Report Page Five
November 5, 2003 City Council Meeting

Condition #4 of the original approval requires an 8-foot landscape buffer along the entire Owens Avenue frontage to be planted with 24-inch box evergreen or deciduous trees spaced 20 feet on-center. The applicant has not addressed that condition, as the landscape plan submitted for this extension depicts a 7-foot 2-inch planter along only a portion of the Owens frontage with trees spaced 30 feet on-center. The applicant will be held to the original conditions of approval. Therefore, prior to submittal of civil improvement plans or a building permit, the planter shall be increased to 8 feet and depict the appropriate type and quantity of plant material.

B) General Analysis and Discussion

- Zoning

A Child Care Center is within the range of uses permitted with Special Use Permit approval in the site's existing R-3 (Medium Density Residential) zone.

- Site Plan

The site plan depicts vehicular access to the site via two existing driveways that lead to Owens Avenue, from the adjacent parcel. A stand-alone 4,000 square foot building is depicted on the site with a breezeway that connects to the existing childcare building on the property directly to the east. A play area is shown to the west of the proposed building and a six-foot tall chain link fence is depicted surrounding the area.

- Waivers

A waiver request for reduced perimeter landscaping was approved during the original site development plan review. Typically, a 15-foot planter is required adjacent to right-of-way. The waiver allowed for a reduction in the width of the planter to 8 feet. Condition #4 of the original approval requires the 8-foot planter to extend the entire length of the Owens frontage. The applicant will be held to all original conditions of approval.

- Landscape Plan

Minor revisions to the landscape plan will be necessary in order for civil improvements plans or a building permit to be approved. The revisions will bring the plan into compliance with the conditions of approval from the original Site Development Plan Review (SD-0028-01) and include widening and extending the planter along Owens Avenue.

- Elevation

The submitted elevations have not been altered since the original application; the building exterior is to be finished in two-tone beige stucco with a raised entry feature that has a checkerboard pattern and a flat roof.

EOT-2865 - Staff Report Page Six
November 5, 2003 City Council Meeting

- Floor Plan

The submitted floor plan depicts a central hallway that connects four classrooms. A lobby area, offices, resource rooms, and a sick bay is also included.

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 land use will be compatible and complimentary to the surrounding residential land uses by providing a service to neighboring residents.

2. **"The proposed development is consistent with the General Plan, Title 19, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted City Plans, policies and Standards;"**

With inclusion of the original conditions of approval, the proposed Child Care Center is consistent with Title 19. A request for a reduction of the perimeter landscaping is appropriate. However, for uniformity, a condition was approved in the original application to require an 8-foot planter to be constructed along the entire length of Owens Avenue.

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"**

The subject application will not adversely impact the circulation pattern of Martin L King Boulevard, Owens Avenue or any other street in the vicinity.

4. **"Building and landscape materials are appropriate for the areas and for the City;"**

The proposed building materials are appropriate for the area and meet the intent of the commercial design 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;"**

Design characteristics of the site will complement the existing Child Care Center directly to the east of the subject site. As the two facilities will operate in conjunction with one another, the project seeks to create one cohesive development. Conditions imposed during the original approval remain appropriate, as they will improve the aesthetic quality of the project.

EOT-2865 - Staff Report Page Seven
November 5, 2003 City Council Meeting

6. **"Appropriate measures are taken to secure and protect the public health, safety and general welfare."**

The proposed childcare use will be subject to regular inspection by the City and County for permits and licensing; therefore, the use will not compromise the public health, safety, and welfare.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-2865** APN: 139-21-804-009

Name of Property Owner: Ethel-Willia Incorporated

Name of Applicant: Willia Chaney

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/Authorized Agent: William (Frank)

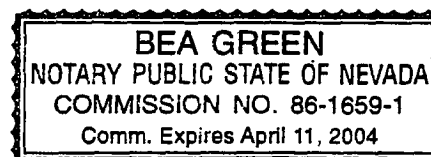
Print Name: Willia Chaney

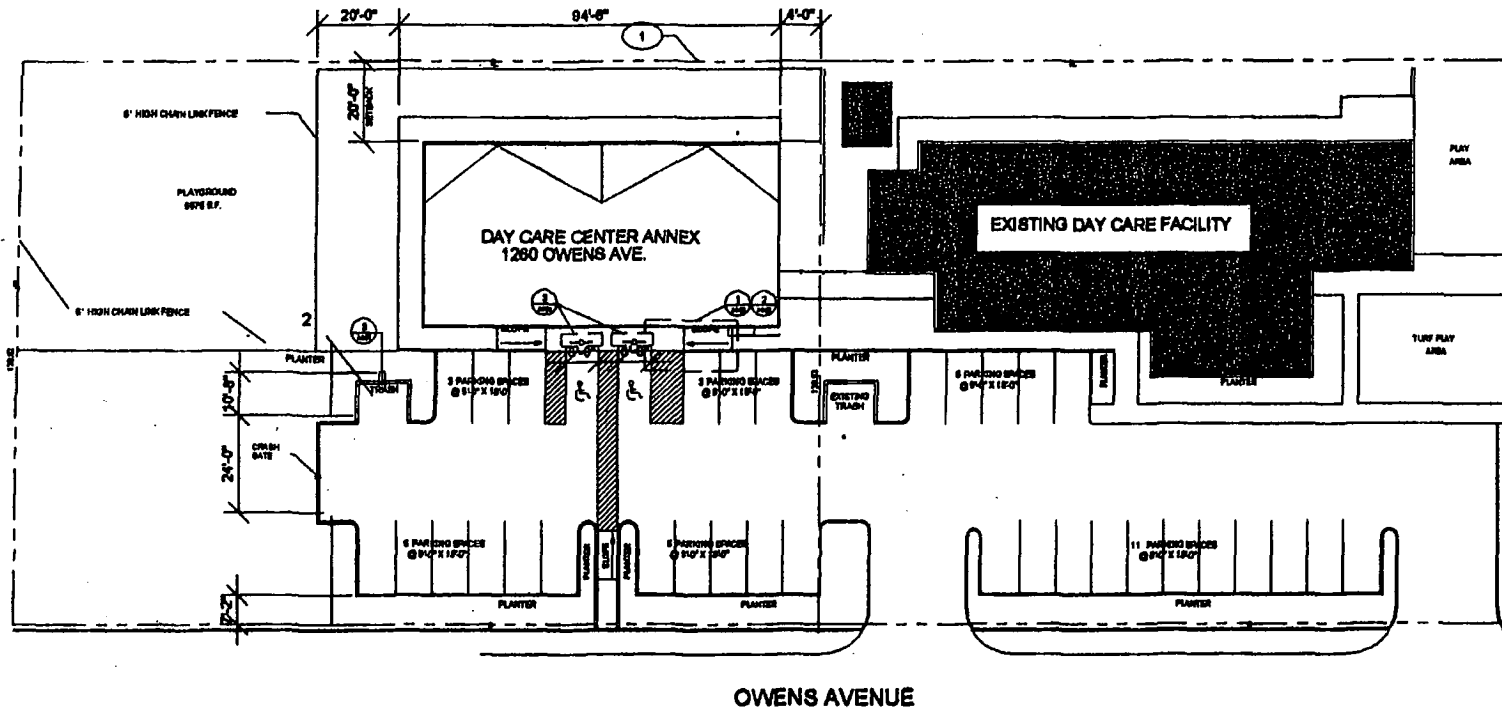
Subscribed and sworn before me

This 31st day of July, 2003

Ben Green

Notary Public in and for said County and State





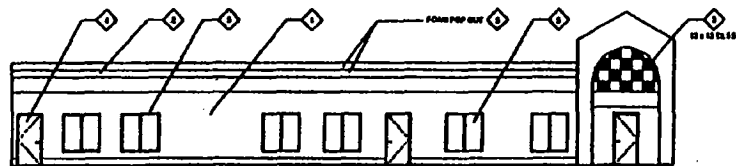
SITE PLAN (REVISED 8/27/01)

SCALE: 1"=20'

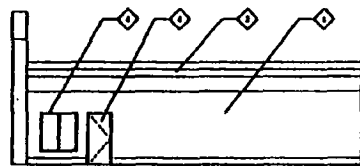
PGA Perez-Green Architects, INC.
 ARCHITECTURE COMMERCIAL RESIDENTIAL
 3305 W. Spring Mountain Rd. Suite 82 • Las Vegas, NV 89102 (702) 382-8974

PROJECT:
SMART START DAY CARE CENTER
1260 OWENS AVE.
LAS VEGAS, NEVADA

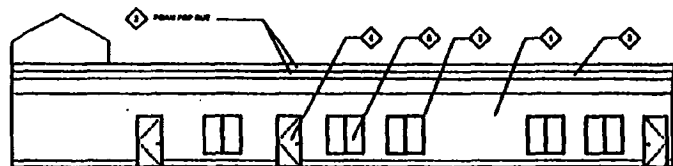
STAFF EOT-2865
 9-25-03 PC



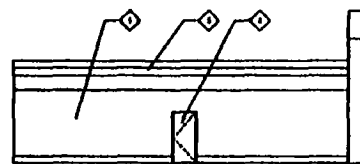
SOUTH ELEVATION



EAST ELEVATION

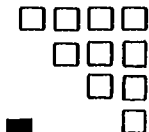


NORTH ELEVATION

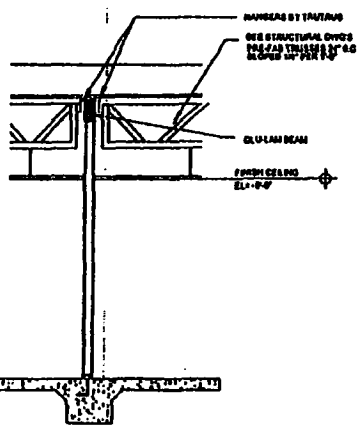


WEST ELEVATION

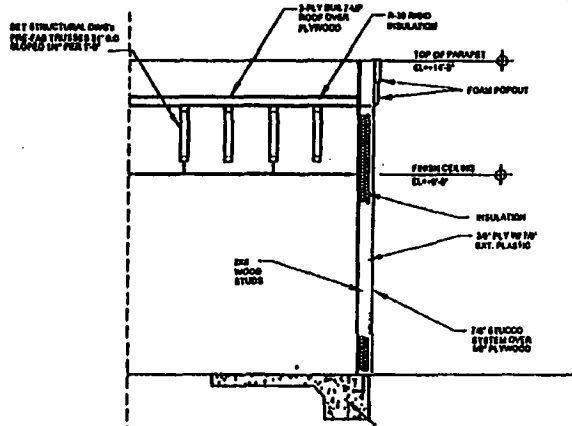
MATERIAL KEY NOTES	
◇	EXTERIOR PLASTER, BUFF COLOR TO MATCH EXISTING BUILDING.
◇	EXTERIOR PLASTER, ACCENT COLOR: FRAZER TERRACOTTA # 7760
◇	APPLIED EXTERIOR TILES, COLORS TO MATCH EXISTING BUILDING.
◇	SOLID CORE WOOD DOOR, PAINTED COLOR: FRAZER TERRACOTTA # 7760
◇	ALUMINUM WINDOW FRAME, SHOP FINISH, COLOR TO MATCH EXISTING BUILDING.
◇	INSULATED GLASS, CLEAR.



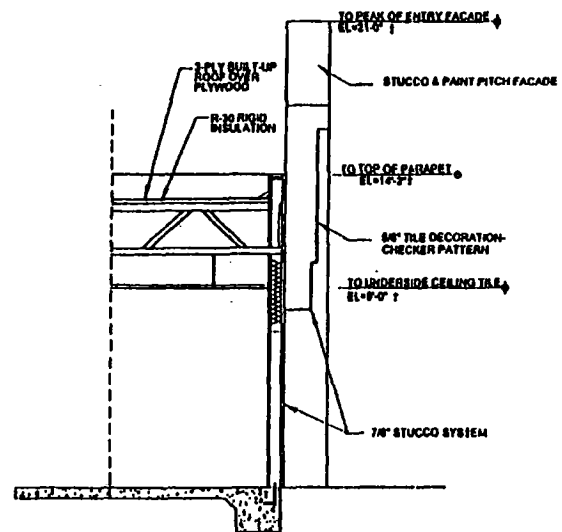
REVISION	BY



FULL SECTION



WALL SECTION



WALL SECTION

SITE DEVELOPMENT SUBMITTAL

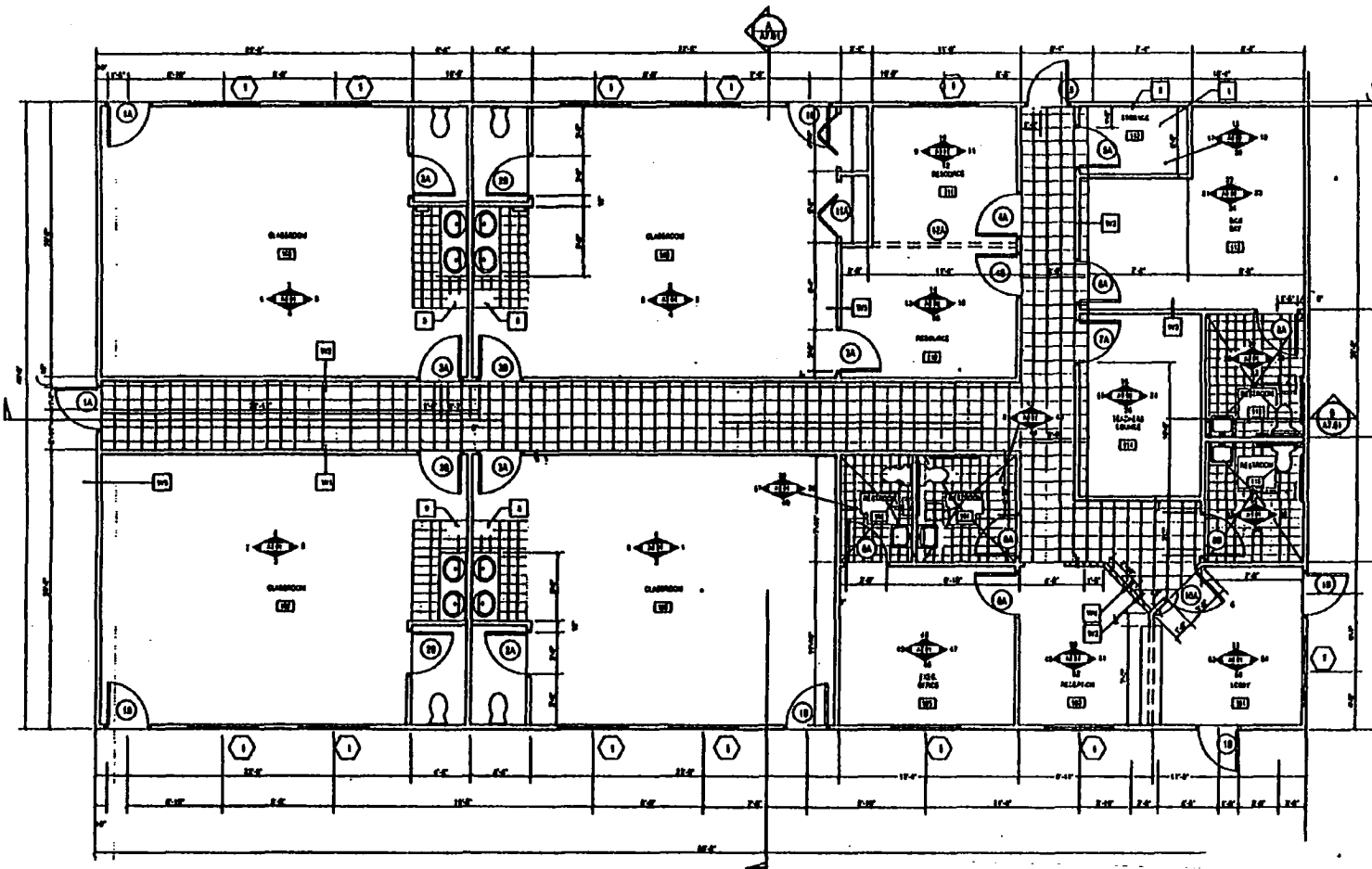
PROJECT: SMART START DAY CARE CENTER
1260 OWENS AVE.
LAS VEGAS, NEVADA

BUILDING SECTIONS AND WALL SECTIONS

DATE: 09/24/03
SCALE: AS SHOWN
SHEET: 11
JOB NO.: 0000

SHEET: A7.01

STAFF EOT-2865
9-25-03 PC



FLOOR PLAN

SCALE: 1/4" = 1'-0"



KEYNOTES

- 1 ROOF ACCESS W/ LADDER
- 2 FIRE LINE RISERS
- 3 DRINKING FOUNTAIN
- 4 FLOOR DRAINS

WALL-TYPES

- W1 LOAD BEARING WALL 6" WOOD STUD FRAMING WITH 1 LAYER OF 5/8" TYPE X GYP. SO. EA. SIDE STUDS EXTEND TO UNDERSIDE ROOF STRUCTURE. GYP. SO. NO. EXTEND 6" PAST ACOUSTICAL CEILING IS E
- W2 PARTITION WALL 6" WOOD STUD FRAMING WITH 1 LAYER OF 5/8" TYPE X GYP. SO. EA. SIDE STUDS EXTEND 6" ABOVE UNDERSIDE OF ACOUSTICAL TRUS: AS WELL AS GYP. SO. FIRE RATED
- W3 PARTITION WALL 4" WOOD STUD FRAMING WITH 1 LAYER OF 5/8" TYPE X GYP. SO. EA. SIDE STUDS EXTEND 6" ABOVE UNDERSIDE OF ACOUSTICAL TRUS:
- W4 6"-0" HIGH PONY WALL - WOOD VENEER CAP 6" WOOD STUD FRAMING WITH 1 LAYER OF 5/8" TYPE X GYP. SO. EA. SIDE
- W5 6'-0" HIGH BLOCK GLASS WALL 4"-0" 5/8" 50% MOTOR FOR SPACING: WOOD TRIM 3 ROWS ACROSS-13 BLOCKS 12011

GENERAL-NOTES

DIMENSIONS ARE FACE OF STUD UNLESS OTHERWISE NOTED
 INFORM ARCHITECT BEFORE BEGINNING WORK IF ANY DISCREPANCIES ARE FOUND
 FIRE EXTINGUISHER CABINETS AND EXTINGUISHERS WILL BE O.P.D.I

SITE DEVELOPMENT SUBMITTAL

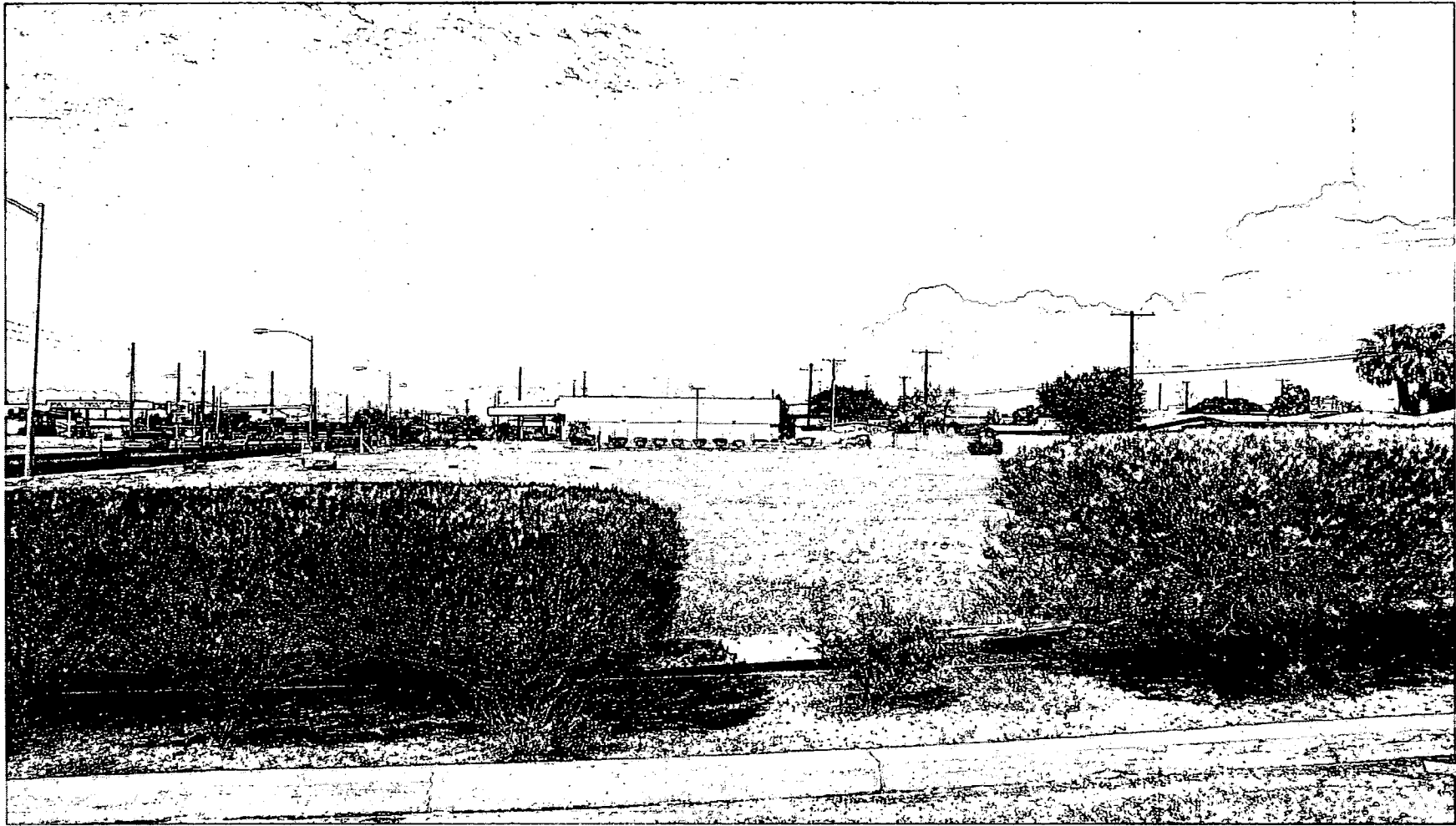
PROJECT: SMART START DAY CARE CENTER
 1260 OWENS AVE.
 LAS VEGAS, NEVADA

FLOOR PLAN

DATE: 9/22/03
 SCALE: 1/4" = 1'-0"
 DRAWN: TAYLOR
 JOB NO.: 044

A1.01

STAFF EOT-2865
 9-25-03 PC



EOT-2865 - ETHEL-WILLIA, INC. ON BEHALF OF SMART START DAY CARE FACILITY
1260 WEST OWENS AVENUE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/4/03

City of Las Vegas

Agenda Item No. 114

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

☒ X

CONSENT

☐

DISCUSSION

SUBJECT:

EXTENSION OF TIME - REZONING - EOT-2925 - STEVE KABOLI - Request for an Extension of Time on an approved Rezoning (Z-0040-01) FROM: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] TO: C-1 (Limited Commercial) Zone on 1.5 acres adjacent to the northeast corner of Vegas Drive and Leonard Lane (APN: 138-24-803-028), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

NOTE: THIS ITEM TO BE CONSIDERED ROUTINE IN NATURE.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

REESE -APPROVED Item 110 [EOT-2894], Item 111 [EOT-2895], Item 112 [EOT-2866], Item 113 [EOT-2865], Item 114 [EOT-2925], Item 115 [EOT 2927], Item 116 [EOT-2926], and Item 117 [EOT-2982] subject to conditions - UNANIMOUS with BROWN excused

MINUTES:

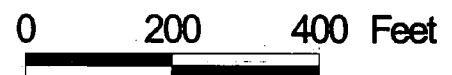
There was no discussion.

(1:13)
4-137

CONDITIONS:

Planning and Development

1. This Reinstatement and Extension of Time will expire on August 15, 2005 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval for Rezoning (Z-0040-01), Site Development Review [(Z-0040-01(1)), Variance (V-0043-01), and all other subsequent site related actions as required by the Planning and Development Department and Department of Public Works.



114



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: EOT-2925 - STEVE KABOLI

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. This Reinstatement and Extension of Time will expire on August 15, 2005 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval for Rezoning (Z-0040-01), Site Development Review [(Z-0040-01(1))], Variance (V-0043-01), and all other subsequent site related actions as required by the Planning and Development Department and Department of Public Works.

EOT-2925 - Staff Report Page One
November 5, 2003 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST

A) *Action Requested*

This request is for approval of the first Extension of Time for an approved Rezoning (Z-0040-01) from U (Undeveloped) zone [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) zone on 1.50 acres at the northeast corner of Vegas Drive and Leonard Lane.

B) *Applicant's Justification*

The surrounding uses have not changed and all conditions imposed on the original approval will be adhered to.

BACKGROUND INFORMATION

A) *Previous Actions*

08/15/01 The City Council approved a General Plan Amendment (GPA-0009-01) from R (Rural Density Residential) to SC (Service Commercial), a Rezoning (Z-0040-01) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to C-1 (Limited Commercial), a Variance (V-0043-01) for a residential adjacency setback variance, and a Site Development Plan Review [Z-0040-01(1)] for a proposed 12,000 square-foot boxing training center. Planning Commission recommended approval on July 12, 2001.

10/09/03 The Planning Commission recommended approval of an Extension of Time request for the approved Variance (V-043-01) and Site Development Review [Z-0040-01 (1)] related to this case.

10/09/03 The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #1).

B) *Pre-Application Meeting*

A pre-application meeting is not required for an Extension of Time application.

C) *Neighborhood Meetings*

A neighborhood meeting is not required for an Extension of Time application.

EOT-2925 - Staff Report Page Two
November 5, 2003 City Council Meeting

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Gross Acres: 1.5

B) *Existing Land Use*

Subject Property: Undeveloped
North: Single Family Residential
South: Multi-Family Residential
East: Commercial
West: Single Family Residential

C) *Planned Land Use*

Subject Property: SC (Service Commercial)
North: (Rural Density Residential)
South: M (Medium Density Residential)
East: SC (Service Commercial)
West: R (Rural Density Residential)

D) *Existing Zoning*

Subject Property: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) District
North: Clark County - R (Rural Density Residential) General Plan Designation
South: R-3 (Medium Density Residential and Apartment) District
East: C-1 (Limited Commercial) District
West: U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation]

E) *General Plan Compliance*

The property is located within the Southwest Sector of the General Plan with a SC (Service Commercial) designation, which allows low to medium intensity commercial uses. The proposed C-1 (Limited Commercial) zoning district (Z-0040-01) is in compliance with the General Plan land use designation. The proposed boxing facility is a permitted use in the C-1 (Limited Commercial) zoning district.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan		X
Special Overlay District		X
Trails		X
Study Area		X
Rural Preservation Neighborhood		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

The proposed project does not fall within any special districts or zones.

EOT-2925 - Staff Report Page Three
November 5, 2003 City Council Meeting

A) Zoning Code Compliance

A1) Development Standards

Pursuant to Title 19.08, the following Development Standards apply to the subject proposal:

Standards	Required	Provided	Compliance
Min. Lot Size	N/A	N/A	N/A
Min. Lot Width	100 Feet	295 Feet	Y
Min. Setbacks			
• Front	20 Feet	20 Feet	Y
• Side	10 Feet	145 Feet	Y
• Corner	15 Feet	15 Feet	Y
• Rear	20 Feet	30 Feet	Y
Max. Lot Coverage	50 %	18 %	Y
Max. Building Height	2 Stories / 35 Feet	31 Feet	Y

The proposed project meets all required development standards.

B) General Analysis and Discussion

The Extension of Time request for Rezoning (Z-0040-01) has been submitted as the Resolution of Intent was to expire on August 15, 2003. The Rezoning to C-1 (Limited Commercial) zoning district conforms to the General Plan designation of SC (Service Commercial), which allows the proposed use. There have been no physical changes to the site or surrounding area subsequent to the rezoning 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 previously approved Rezoning to C-1 (Limited Commercial) zoning district is in conformance with the SC (Service Commercial) land use designation that applies to the subject site, and is compatible with existing and future land uses.

2. "The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."

The boxing training center is an allowed use under the requested C-1 (Limited Commercial) zoning district and will be compatible with the adjacent residential uses and zoning districts if proper buffering is implemented. In addition, this zoning shall be specific to the boxing training center use. Any other future uses shall be presented to the City Council as a new application.

EOT-2925 - Staff Report Page Four
November 5, 2003 City Council Meeting

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

The commercial uses allowable under the requested C-1 (Limited Commercial) zoning district, such as the proposed boxing training center, will meet a need for neighborhood-serving goods and services in the area resulting from rapid population growth and new residential development. In addition, there is a pattern of commercial zoning along this portion of Vegas Drive.

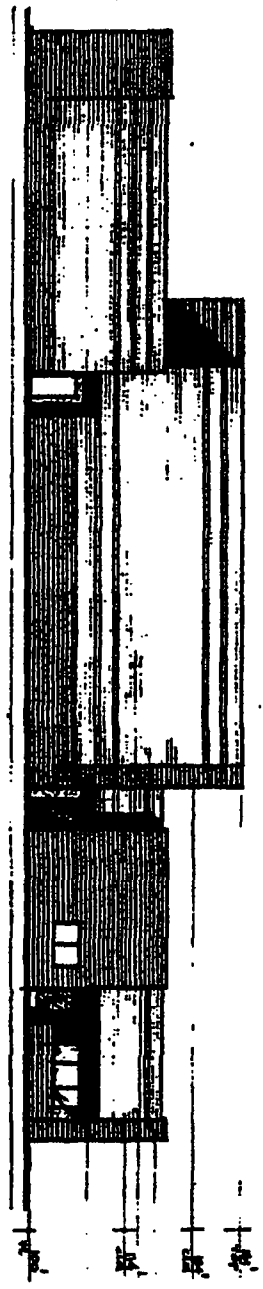
4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

The commercial traffic generated on this site will utilize Vegas Drive, a roadway designated as a Secondary Collector (80-foot width) on the Master Plan of Streets and Highways. This roadway is sufficient in size to meet the needs of the proposed C-1 (Limited Commercial) zoning district of the site.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

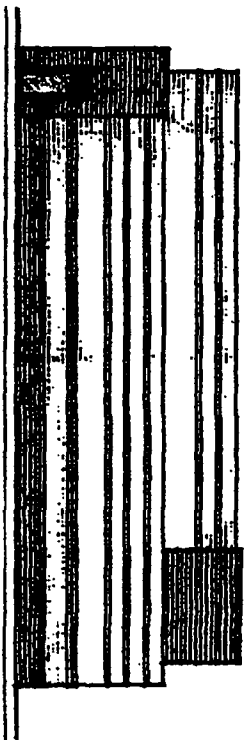


N ELEVATION
8'-10"

---CLAU ROOMS (back)
---CLAU ROOMS (front)
---STORAGE (closets)



E ELEVATION
8'-10"



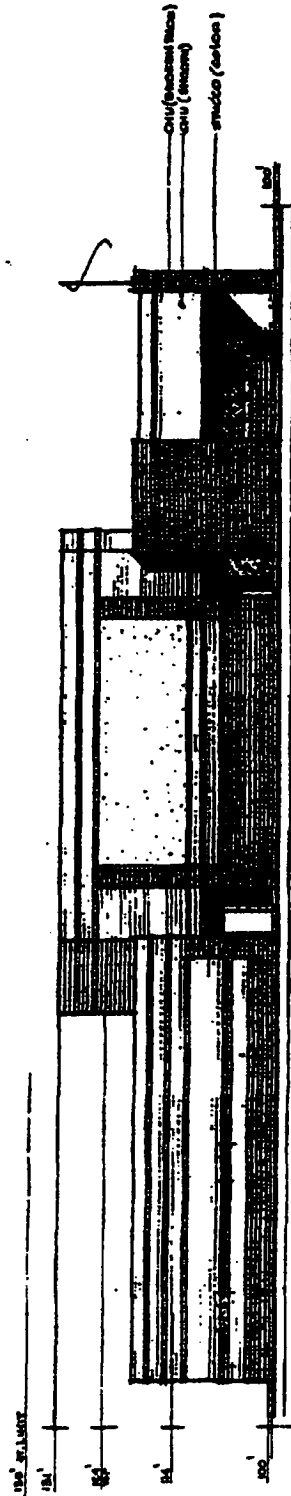
W ELEVATION
8'-10"

 WINSTON H. HENDERSON
ARCHITECTS

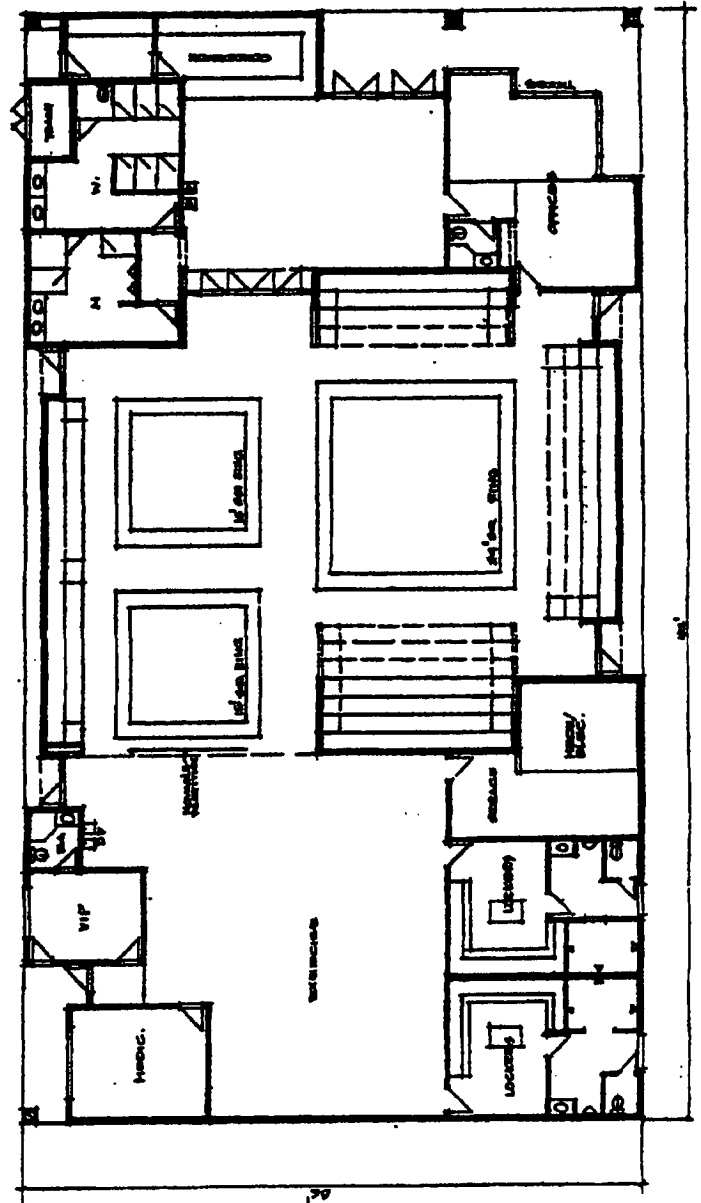
BOXING 1 NETWORK
TRAINING CENTER

EOT-2925
10-09-03 PC
A

EOT-2925
10-09-03 PC

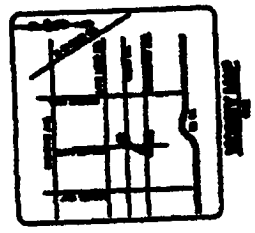
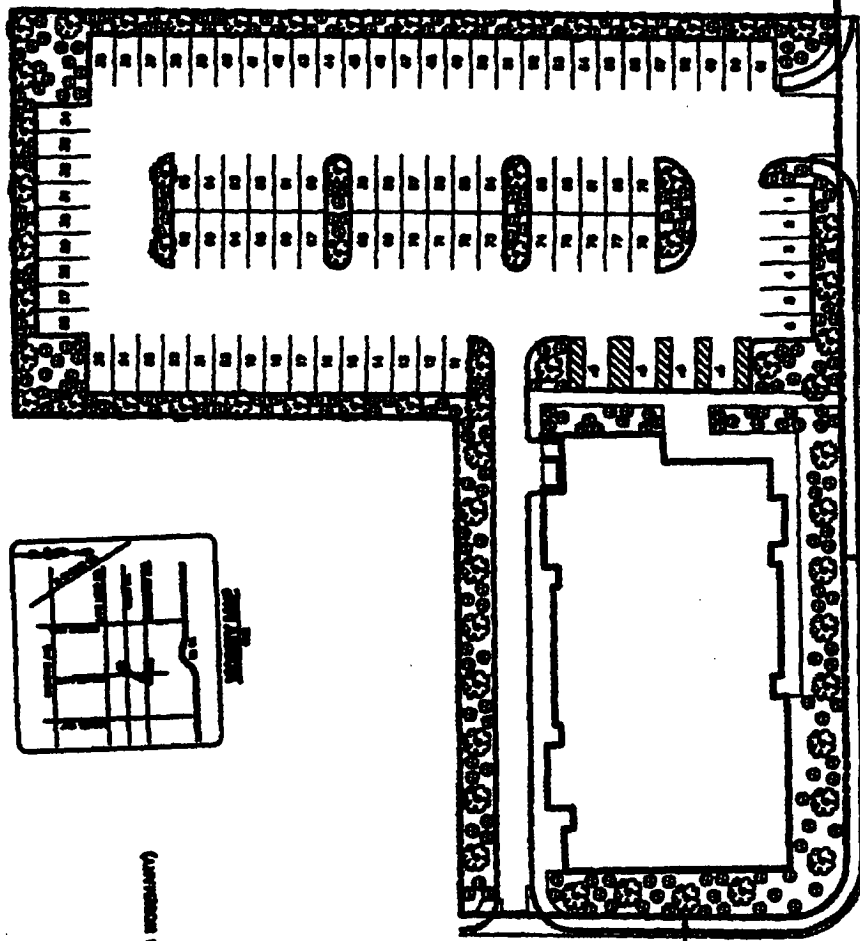
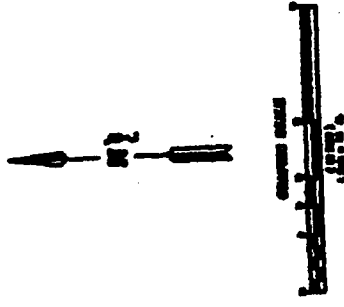


ELEVATION 10-12



FLOOR PLAN AREA 1 15,000 sq. ft. 10-12 NORTH

PROJECT NO. 10-09-03 PC DATE 10-09-03 DESIGNED BY [Signature] CHECKED BY [Signature] APPROVED BY [Signature]		LANDSCAPE PLAN SCALE 1" = 10'	PROJECT NO. 10-09-03 PC DATE 10-09-03 DESIGNED BY [Signature] CHECKED BY [Signature] APPROVED BY [Signature]



- 

LANDSCAPE LIGHTING
- 

PALE LANDS (AFRICAN PALM)
- 

PALE LANDS (PALM)
- 

PALE LANDS (PALM)
- 

PALE LANDS (PALM)
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PALE LANDS (PALM)
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PALE LANDS (PALM)

EOT-2925
10-09-03 PC

LEONARD LANE

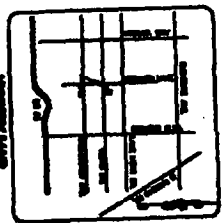
VEGAS DRIVE

PROPERTY ANALYSIS

BUILDING SIZE 12,000 SF
PROPERTY SIZE 65,266 SF
IDENTITY NA
FLOOR AREA RATIO 0.18

PLANNING, 1973

220 SLAT AREA - 1 SPACE FOR 4 SEATS
70% OF NON-AREA SPACE - 1 SPACE FOR 200 SF
(220/4)/70% SF/200 SF=81 SPACES
PARKING AVAILABLE TO SPACES
PARKING REQUIRED 81 SPACES



STANDARD FORM NO. 64
MAY 1962 EDITION
GSA GEN. REG. NO. 27

LEONARD LANE

VEGAS DRIVE

CLASSIFY THESE DOCUMENTS AS
SECRET, BUT WITH RESTRICTION
REMOVED FROM CATEGORY (C)

FOR LOCATION IN A JAIL FACILITY
CLIMATE ZONE UNCLASSIFIED (U)
CONTROL PLAN ZONE UNCLASSIFIED (U)

CURRENT ZONE: COMMERCIAL WASTE (-)
 CURRENT, PLAN ZONE: COMMERCIAL WASTE (-)

100

— 22 —

SHOTS PLAN

EXPRESS 1 NETWORK INC
TRAINING CENTER

BOXING 1 NETWORK INC.
800-255-7777

TRUE

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EOT-2925
10-09-03 PC



EOT-2925 - STEVE KABOLI
NORTHEAST CORNER OF VEGAS DRIVE AND LEONARD LANE
OCTOBER 9, 2003 PLANNING COMMISSION

9/12/03



EOT-2925 - STEVE KABOLI
NORTHEAST CORNER OF VEGAS DRIVE AND LEONARD LANE
OCTOBER 9, 2003 PLANNING COMMISSION

9/12/03

City of Las Vegas

Agenda Item No. 115

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

☒

CONSENT

☐

DISCUSSION

SUBJECT:

EXTENSION OF TIME RELATED TO EOT-2925 - VARIANCE - EOT-2927 - STEVE KABOLI - Request for an Extension of Time on an approved Variance (V-0043-01) TO ALLOW A PROPOSED BUILDING TO BE 30 FEET FROM THE NORTH PROPERTY LINE WHERE THE RESIDENTIAL ADJACENCY STANDARDS REQUIRE A MINIMUM SETBACK OF 105 FEET on 1.5 acres adjacent to the northeast corner of Vegas Drive and Leonard Lane (APN: 138-24-803-028), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
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APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

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RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

NOTE: THIS ITEM TO BE CONSIDERED ROUTINE IN NATURE.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

REESE --APPROVED Item 110 [EOT-2894], Item 111 [EOT-2895], Item 112 [EOT-2866], Item 113 [EOT-2865], Item 114 [EOT-2925], Item 115 [EOT 2927], Item 116 [EOT-2926], and Item 117 [EOT-2982] subject to conditions – UNANIMOUS with BROWN excused

MINUTES:

There was no discussion.

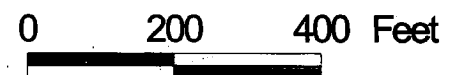
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4-137

CONDITIONS:

Planning and Development

1. This Reinstatement and Extension of Time will expire on August 15, 2005 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval for Rezoning (Z-0040-01), Site Development Review [(Z-0040-01(1))], Variance (V-0043-01), and all other subsequent site related actions as required by the Planning and Development Department and Department of Public Works.



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-2927 - STEVE KABOLI

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. This Reinstatement and Extension of Time will expire on August 15, 2005 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval for Rezoning (Z-0040-01), Site Development Review [(Z-0040-01(1))], Variance (V-0043-01), and all other subsequent site related actions as required by the Planning and Development Department and Department of Public Works.

EOT-2927 - Staff Report Page One
November 5, 2003 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

This request is for approval of the first. Extension of Time for an approved Variance (V-0043-01) to allow a proposed building to be 30 feet from the north property line where Residential Adjacency Standards require a minimum setback of 93 feet.

B) Applicant's Justification

The surrounding uses have not changed and all conditions imposed on the original approval will be adhered to.

BACKGROUND INFORMATION

A) Previous Actions

08/15/01 The City Council approved a General Plan Amendment (GPA-0009-01) from R (Rural Density Residential) to SC (Service Commercial), a Rezoning (Z-0040-01) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to C-1 (Limited Commercial), a Variance (V-0043-01) for a residential adjacency setback variance, and a Site Development Plan Review [Z-0040-01(1)] for a proposed 12,000 square-foot boxing training center. Planning Commission recommended approval on July 12, 2001.

10/09/03 The Planning Commission recommended approval of an Extension of Time request for the approved Zoning [Z-0040-01] and Site Development Review [Z-0040-01(01)] related to this case.

10/09/03 The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #2).

B) Pre-Application Meeting

A pre-application meeting is not required for an Extension of Time application.

C) Neighborhood Meetings

A neighborhood meeting is not required for an Extension of Time application.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 1.5

EOT-2927 - Staff Report Page Two
November 5, 2003 City Council Meeting

B) Existing Land Use

Subject Property: Undeveloped
North: Single Family Residential
South: Multi-Family Residential
East: Commercial
West: Single Family Residential

C) Planned Land Use

Subject Property: SC (Service Commercial)
North: R (Rural Density Residential)
South: M (Medium Density Residential)
East: SC (Service Commercial)
West: R (Rural Density Residential)

D) Existing Zoning

Subject Property: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone
North: Clark County - R (Rural Density Residential) General Plan Designation
South: R-3 (Medium Density Residential and Apartment) Zone
East: C-1 (Limited Commercial) Zone
West: U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation]

E) General Plan Compliance

The property is located within the Southwest Sector of the General Plan with a SC (Service Commercial) designation, which allows low to medium intensity commercial uses. The proposed C-1 (Limited Commercial) zoning district (Z-0040-01) is in compliance with the General Plan land use designation. The proposed boxing facility is a permitted use in the C-1 zoning district.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan		X
Special Overlay District		X
Trails		X
Study Area		X
Rural Preservation Neighborhood		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

The proposed project does not fall within any special districts or zones.

A) Zoning Code Compliance

A1) Residential Adjacency Standards

Pursuant to Title 19.08, the following Residential Adjacency Standards apply to the subject proposal:

EOT-2927 - Staff Report Page Three
November 5, 2003 City Council Meeting

The proposed building is 31 feet in height along the north side of the site. The property is adjacent to Single Family Residences and Residential Adjacency Standards apply. The standards require that the proposed boxing center be a minimum of 93 feet from the residential property line in order to maintain the required 3 to 1 proximity slope. The site plan indicates that building setback is 30 feet from the adjacent residential property line. A Variance (V-0043-01) was requested and approved to allow a reduction of the Residential Adjacency setback to 30 feet.

B) General Analysis and Discussion

The Extension of Time request for Variance (V-0043-01) has been submitted, as it was to expire on August 15, 2003. The Variance allows the building to be set back 30 feet where residential adjacency standards require a setback of 93 feet. There have been no physical changes to the site or surrounding area subsequent to the Variance approval.

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."

Title 19.08.060 states that "no building in a non-residential district may exceed the height of a line drawn from a residential property line in a residential district at a 3:1 slope directly into the subject non-residential property." In this case, the proposed building addition encroaches sixty-three feet (63') into the Residential Adjacency setback.

There is sufficient evidence of a hardship in that the lot has an unusual shape that makes it impractical to meet the Residential Adjacency setbacks; therefore, approval is recommended.

EOT-2927 - Staff Report Page Four
November 5, 2003 City Council Meeting

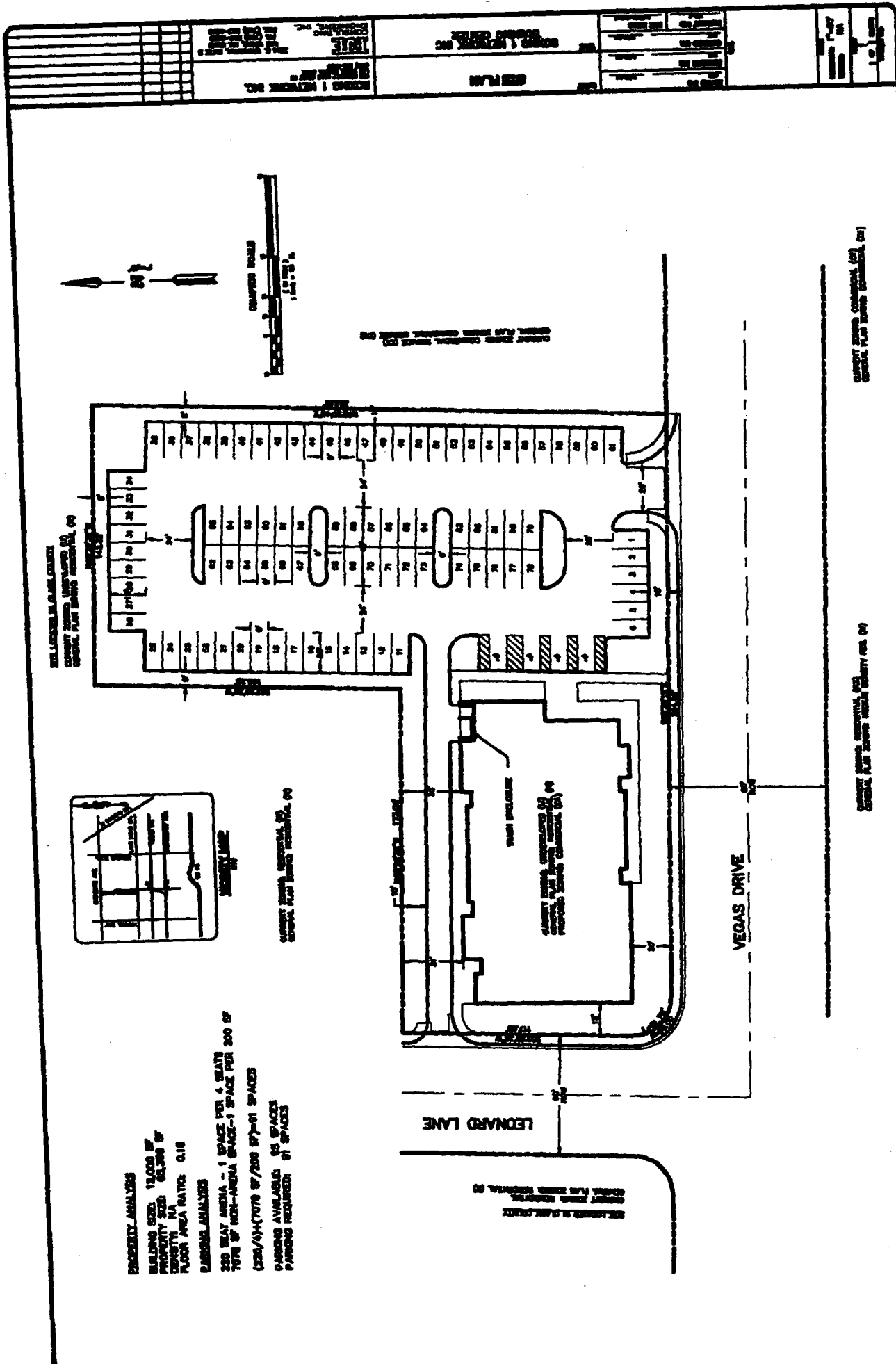
NOTICES MAILED N/A

APPROVALS 0

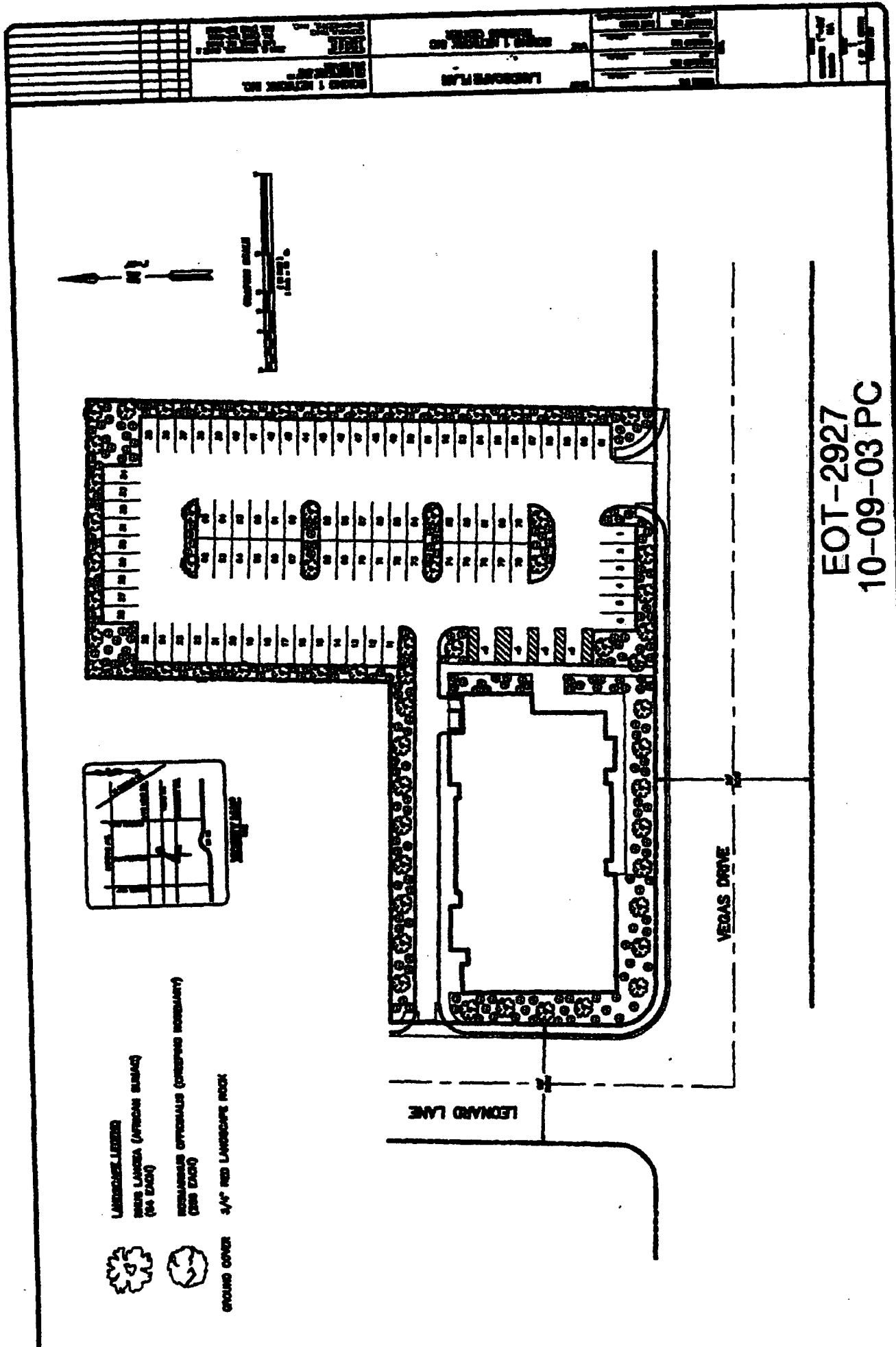
PROTESTS 0



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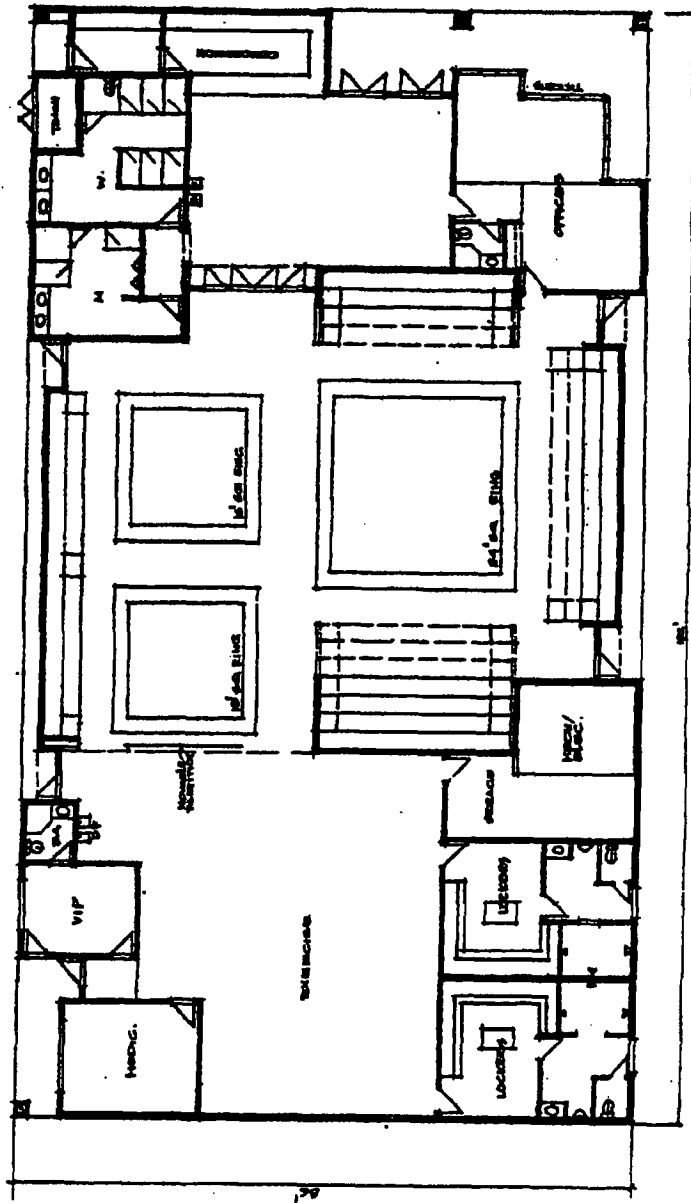
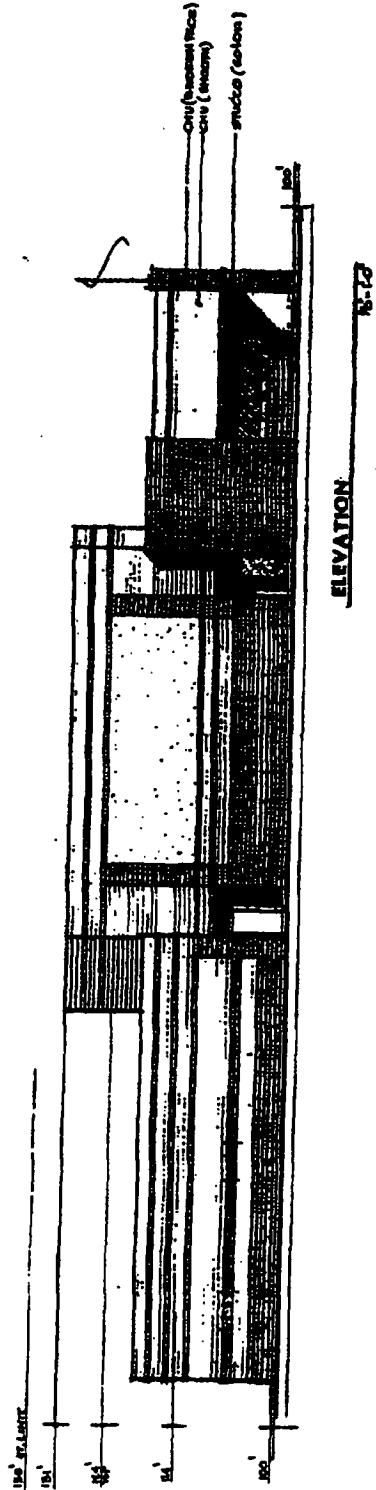
EOT-2927
 10-09-03 PC



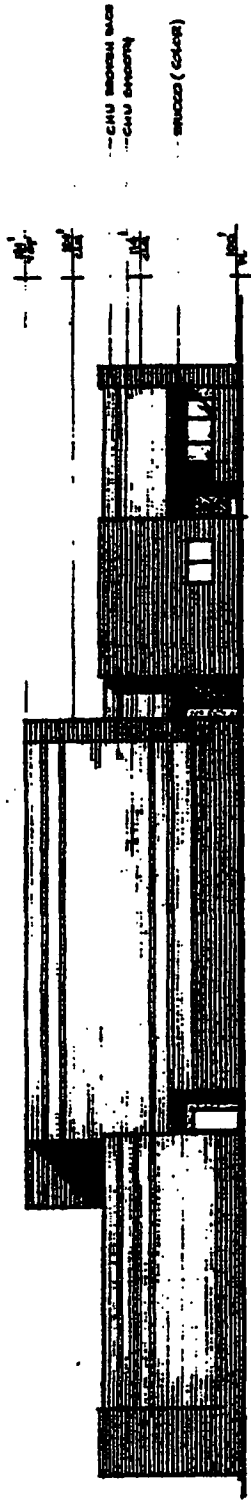
EOT-2927
10-09-03 PC



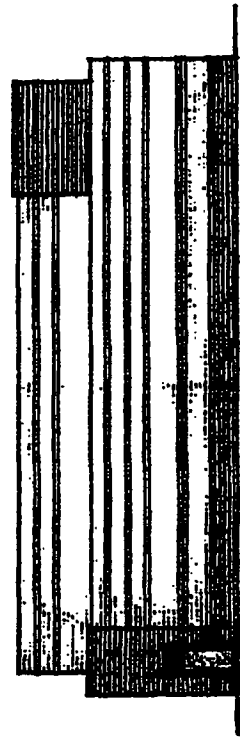
FLOOR PLAN
AREA: 12,000 sq
2000 sq ft



BOXING 1 NETWORK TRAINING CENTER	WINSTON H. HENDERSON ARCHITECTS				



N ELEVATION
8'-10"



W ELEVATION
10'-10"



E ELEVATION
8'-10"

EOT-2927
10-09-03 PC



EOT-2927 - STEVE KABOLI
NORTHEAST CORNER OF VEGAS DRIVE AND LEONARD LANE
OCTOBER 9, 2003 PLANNING COMMISSION

9/12/03



EOT-2927 - STEVE KABOLI
NORTHEAST CORNER OF VEGAS DRIVE AND LEONARD LANE
OCTOBER 9, 2003 PLANNING COMMISSION

9/12/03

City of Las Vegas

Agenda Item No. 116

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: ROBERT S. GENZER**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

EXTENSION OF TIME RELATED TO EOT-2925 AND EOT-2927 - SITE DEVELOPMENT PLAN REVIEW - EOT-2926 - STEVE KABOLI - Request for an Extension of Time on an approved Site Development Plan Review [Z-0040-01(1)] FOR A PROPOSED 12,000 SQUARE FOOT BOXING TRAINING CENTER on 1.5 acres adjacent to the northeast corner of Vegas Drive and Leonard Lane (APN: 138-24-803-028), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone, Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

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RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

NOTE: THIS ITEM TO BE CONSIDERED ROUTINE IN NATURE.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

REESE -APPROVED Item 110 [EOT-2894], Item 111 [EOT-2895], Item 112 [EOT-2866], Item 113 [EOT-2865], Item 114 [EOT-2925], Item 115 [EOT 2927], Item 116 [EOT-2926], and Item 117 [EOT-2982] subject to conditions - UNANIMOUS with BROWN excused

MINUTES:

There was no discussion.

(1:13)

4-137

CONDITIONS:

Planning and Development

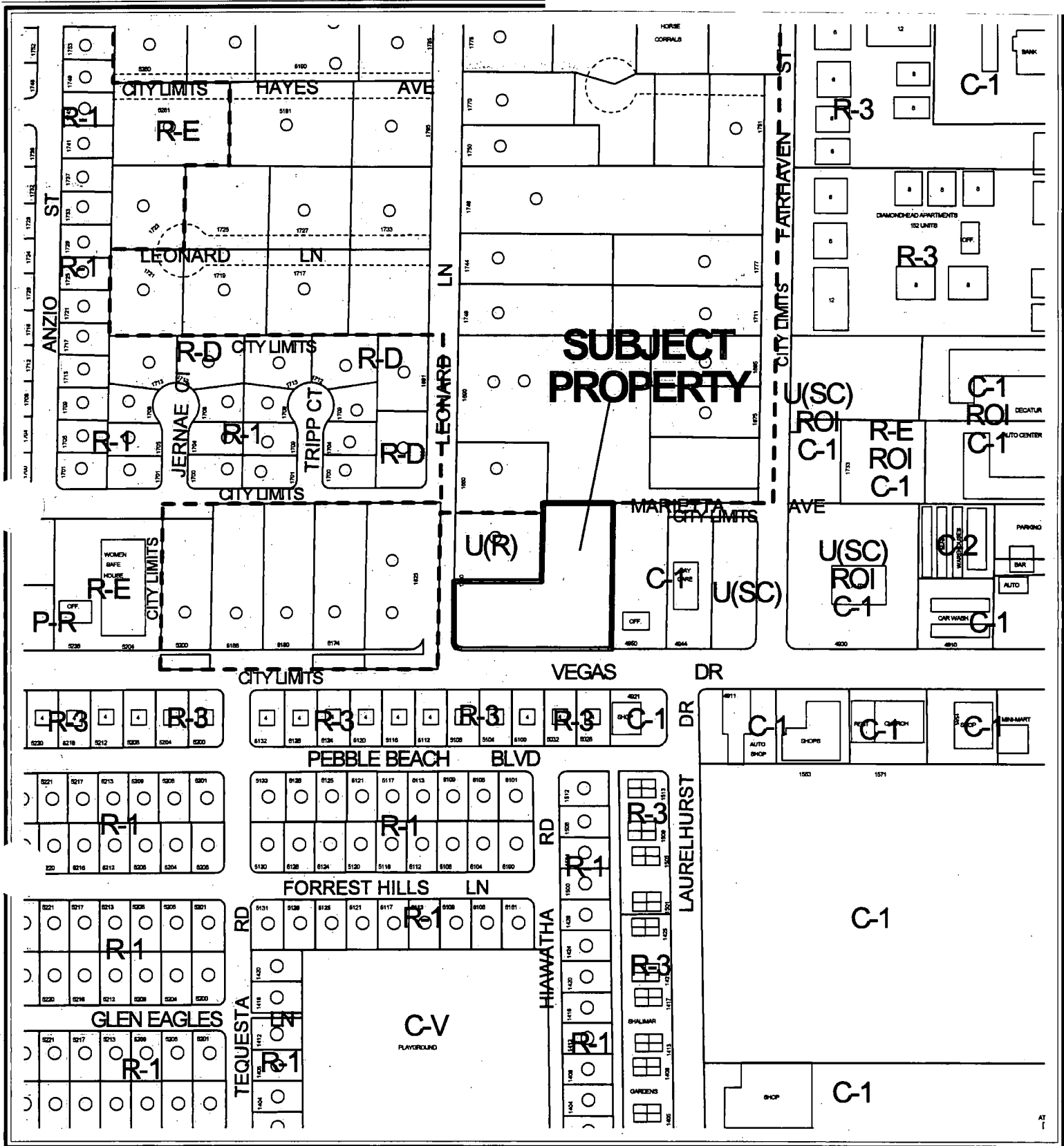
1. This Reinstatement and Extension of Time will expire on August 15, 2005 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval for Rezoning (Z-0040-01), Site Development Review [Z-0040-01(1)], Variance (V-0043-01), and all other subsequent site related actions as required by the Planning and Development Department and Department of Public Works

*City of Las Vegas***Agenda Item No. 116**

CITY COUNCIL MEETING OF NOVEMBER 5, 2003
Planning and Development Department
Item 116 – EOT-2926

CONDITIONS – Continued:**Public Works**

3. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Tentative Map for this site. The Design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.



0 200 400 Feet

CASE: EOT-2926**GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:**

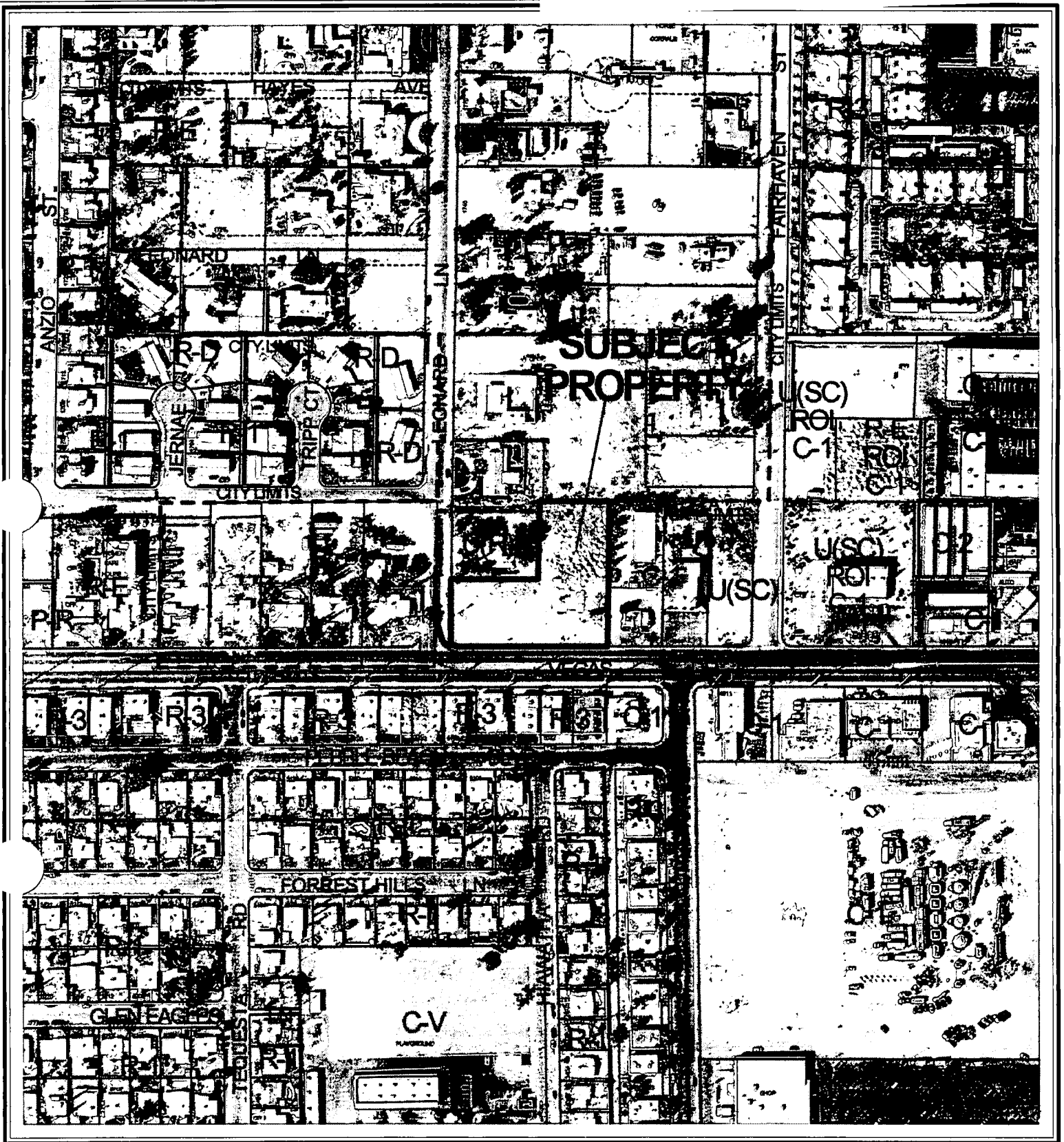
U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:

C-1 (LIMITED COMMERCIAL)

116





0 200 400 Feet

CASE: EOT-2926

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:

C-1 (LIMITED COMMERCIAL)



*City of Las Vegas***AGENDA MEMO**

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: EOT-2926 - STEVE KABOLI

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. This Reinstatement and Extension of Time will expire on August 15, 2005 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval for Rezoning (Z-0040-01), Site Development Review [Z-0040-01(1)], Variance (V-0043-01), and all other subsequent site related actions as required by the Planning and Development Department and Department of Public Works.

Public Works

3. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Tentative Map for this site. The Design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

This request is for approval of the first Extension of Time for an approved Site Development Review [Z-0040-01(1)] for a boxing training center on 1.5 acres at the northeast corner of Vegas Drive and Leonard Lane.

B) Applicant's Justification

The surrounding uses have not changed and all conditions imposed on the original approval will be adhered to.

BACKGROUND INFORMATION

A) Previous Actions

08/15/01 The City Council approved a General Plan Amendment (GPA-0009-01) from R (Rural Density Residential) to SC (Service Commercial), a Rezoning (Z-0040-01) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to C-1 (Limited Commercial), a Variance (V-0043-01) for a residential adjacency setback variance, and a Site Development Plan Review [Z-0040-01(1)] for a proposed 12,000 square-foot boxing training center. Planning Commission recommended approval on July 12, 2001.

10/09/03 The Planning Commission recommended approval of an Extension of Time request for the approved Zoning [Z-0040-01] and Variance (V-043-01) related to this case.

10/09/03 The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #3).

B) Pre-Application Meeting

A pre-application meeting is not required for an Extension of Time application.

C) Neighborhood Meetings

A neighborhood meeting is not required for an Extension of Time application.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 1.5

EOT-2926 - Staff Report Page Two
November 5, 2003 City Council Meeting

B) Existing Land Use

Subject Property: Undeveloped
North: Single Family Residential
South: Multi-Family Residential
East: Commercial
West: Single Family Residential

C) Planned Land Use

Subject Property: SC (Service Commercial)
North: R (Rural Density Residential)
South: M (Medium Density Residential)
East: SC (Service Commercial)
West: R (Rural Density Residential)

D) Existing Zoning

Subject Property: U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial) Zone
North: Clark County - R (Rural Density Residential) General Plan Designation
South: R-3 (Medium Density Residential and Apartment) Zone
East: C-1 (Limited Commercial) Zone
West: U (Undeveloped) Zone [R (Rural Density Residential) General Plan Designation]

E) General Plan Compliance

The property is located within the Southwest Sector of the General Plan with a SC (Service Commercial) designation, which allows low to medium intensity commercial uses. The proposed C-1 (Limited Commercial) zoning district (Z-0040-01) is in compliance with the General Plan land use designation. The proposed boxing facility is a permitted use in the C-1 zoning district.

PROJECT DESCRIPTION

The applicant is proposing to construct a 12,000 square-foot boxing and training center on the property located at the northeast corner of Vegas Drive and Leonard Lane. The lot is 1.5 acres and the building is being proposed along the southwestern portion of the site. Parking is indicated along the eastern portion of the site, and access will be provided by a drive off of Vegas Drive. Access to Leonard Lane will be prevented by the installation of an emergency crash gate at the end of the fire lane.

ANALYSIS

A) Zoning Code Compliance

A1) Development Standards

Pursuant to Title 19.08, the following Development Standards apply to the subject proposal:

Standards	Required	Provided	Compliance
Min. Lot Size	N/A	N/A	N/A
Min. Lot Width	100 Feet	295 Feet	Y
Min. Setbacks			
• Front	20 Feet	20 Feet	Y
• Side	10 Feet	10+ Feet	Y
• Corner	15 Feet	15 Feet	Y
• Rear	20 Feet	30 Feet	Y
Max. Lot Coverage	50 %	18%	Y
Max. Building Height	2 Stories / 35 Feet	31 Feet	Y

The proposed project meets all required development standards.

A2) Residential Adjacency Standards

Pursuant to Title 19.08, the following Residential Adjacency Standards apply to the subject proposal:

The proposed building is 31 feet in height along the north side of the site. The property is adjacent to Single Family Residences and Residential Adjacency Standards Apply. The standards require that the proposed boxing center be a minimum of 93 feet from the property in order to maintain the required 3 to 1 proximity slope. The site plan indicates that building is setback is 30 feet from the adjacent residential property line. A Variance (V-0043-01) was requested and approved to allow a reduction of the Residential Adjacency setback to 30 feet.

A3) Parking and Traffic Standards

Pursuant to Title 19.10, the following Parking Standards apply to the subject proposal:

Uses	GFA	Ratio	Required Parking		Provided Parking	
			Regular	Handicap	Regular	Handicap
Private Sports Arena	220 Seats	1 space / 4 seats	53	2	55	2
Non- Arena	7,078 SF	1 / 200 SF	33	2	36	2

The proposed project exceeds all Title 19 parking requirements.

EOT-2926 - Staff Report Page Four
November 5, 2003 City Council Meeting

B) General Analysis and Discussion

- Zoning

The property is located within the Southwest Sector of the General Plan with a SC (Service Commercial) designation, which allows low to medium intensity commercial uses. The proposed C-1 (Limited Commercial) zoning district (Z-0040-01) is in compliance with the General Plan land use designation. The proposed boxing facility is a permitted use in the C-1 zoning district.

- Site Plan

The project is designed to be harmonious and compatible with the surrounding area. It meets all standards of the code, with the exception of residential adjacency.

- Waivers

There are no waiver requests with this application.

- Landscape Plan

The landscape plan indicates a twenty-foot wide planter along Vegas Drive in front of the building, and a ten-foot wide planter adjacent to the parking lot. A fifteen-foot wide planter is shown along the Leonard Lane frontage and a twelve-foot wide planter to the rear of the building, adjacent to the residence to the north. Minimum eight-foot wide planters are portrayed along the perimeter of the parking area.

- Elevation

The building elevations depict a split face block building with contrasting smooth face block and stucco. The elevations show a building with a flat roof and two stories tall with a total height of 31 feet.

- Floor Plan

The floor plan indicates a boxing training center that has a 24-foot square boxing ring with bleachers surrounding it and two smaller 16-foot square practice rings. Also indicated is an exercise area with men's and women's locker rooms with office space.

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 boxing training center will be compatible with the existing commercial development to the east and will be consistent with the pattern of development along this portion of Vegas Drive.

2. **"The proposed development is consistent with the General Plan, Title 19, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted City Plans, policies and Standards;"**

The proposed boxing training center is consistent with the General Plan, Title 19, the Design Standards Manual, and the Landscape, Wall and Buffer Standards, in that the site has an orderly and efficient layout and appropriate landscaping.

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"**

The proposed use will provide access from one driveway onto Vegas Drive, an 80-foot wide Secondary collector. The proposed use, with the addition of a condition limiting access to Leonard Lane, will not negatively impact the adjacent roadways or neighborhood traffic.

4. **"Building and landscape materials are appropriate for the areas and for the City;"**

The building will be comprised of a combination of broken and smooth faced stucco that is consistent and compatible with other buildings in the area. The site will be landscaped with 64 Rhus Lancea (African Sumac), 256 Rosmarinus Officinalis (Creeping Rosemary), and ¾ inch red landscape rock. The submitted building and landscape material is appropriate for the area and will be an improvement to the site and will result in an aesthetically pleasing site.

5. **"Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;"**

The submitted building elevations depict a building with broken and smooth faced colored stucco with a generally flat roof. The submitted building and landscape material is appropriate for the area and will be an improvement to the site and will result in an aesthetically pleasing site.

6. **"Appropriate measures are taken to secure and protect the public health, safety and general welfare."**

The proposed development will be subject to inspections for Certificate of Occupancy, and therefore the development will not compromise the public health, safety and welfare.

EOT-2926 - Staff Report Page Six
November 5, 2003 City Council Meeting

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **EOT-2926** APN: **138-24-803-028**

Name of Property Owner: Steve Kaboli

Name of Applicant: Steve Kaboli

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

5 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): _____

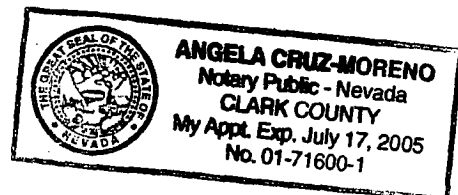
APN: _____

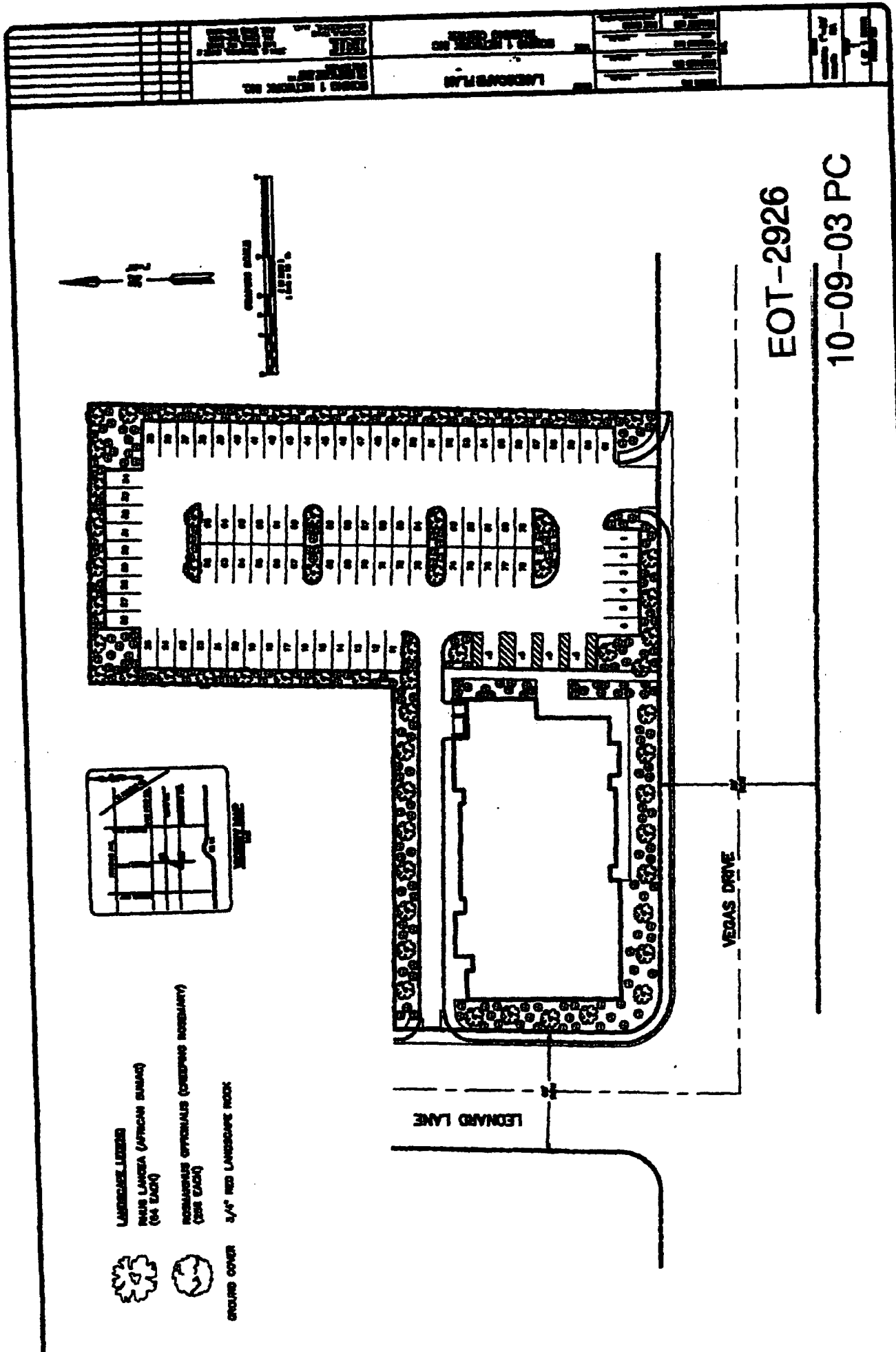
Signature of Property Owner/Authorized Agent:

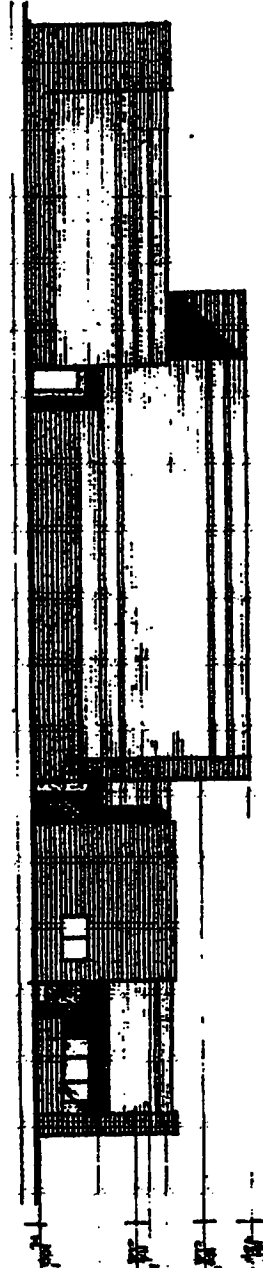
Print Name: STEVE KABOLI

Subscribed and sworn before me

This 11 day of August, 2003
[Signature]
 Notary Public in and for said County and State

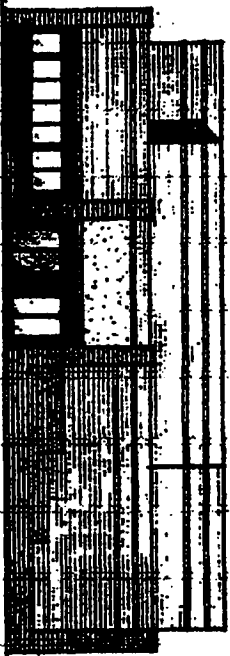




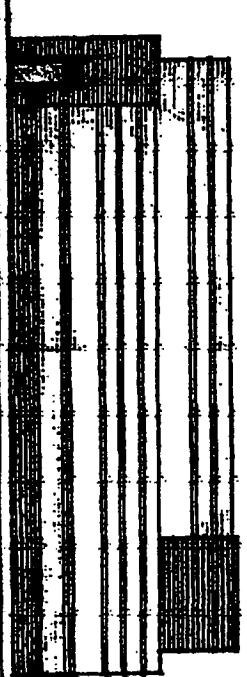


N ELEVATION
8'-10"

--- CITY SEWER MAIN
--- CITY SEWER
--- STORM (1041)



E ELEVATION
8'-10"



W ELEVATION
8'-10"

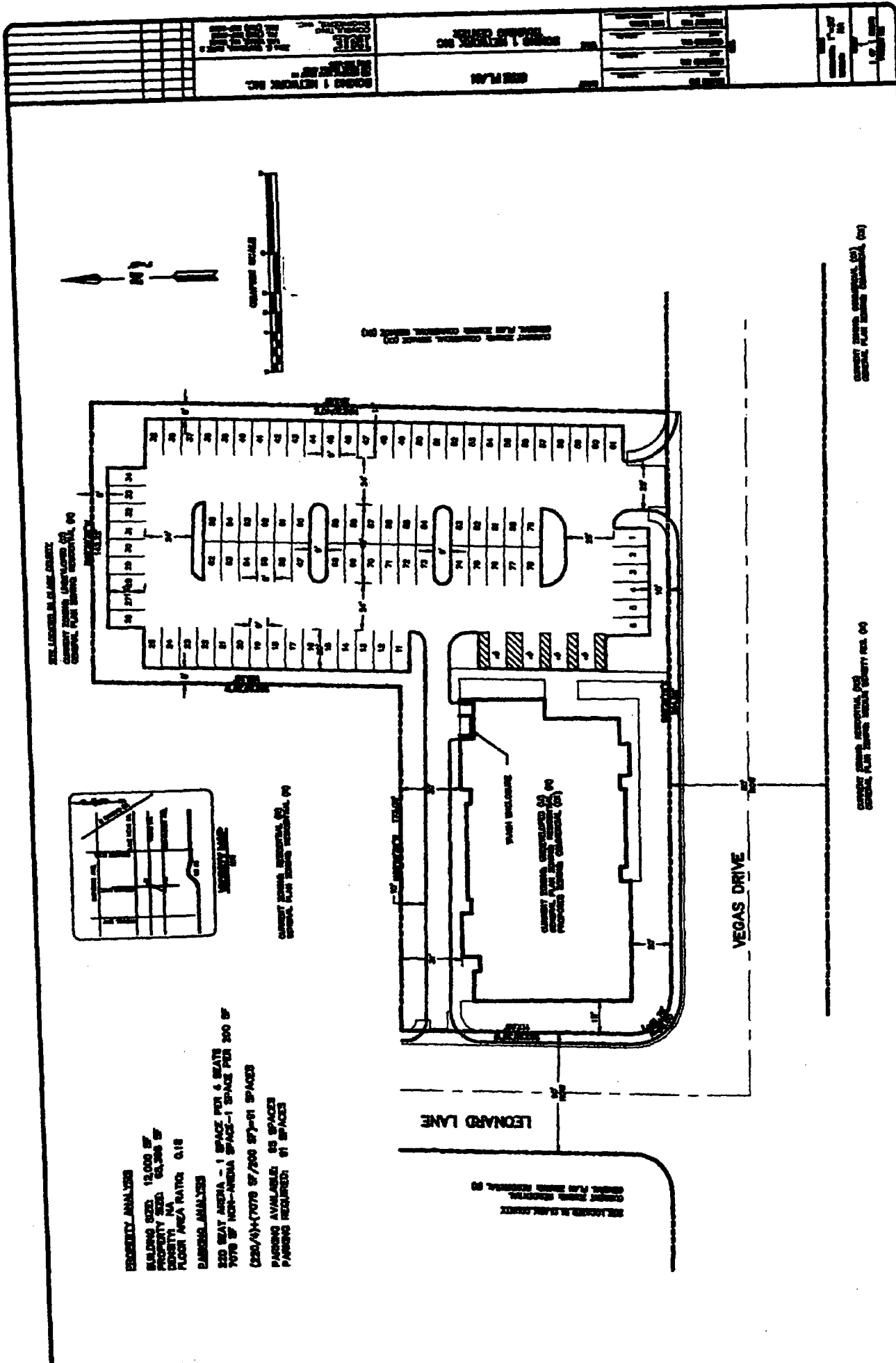
EOT-2926
10-09-03 PC

BOXING 1 NETWORK
TRAINING CENTER

WINSTON H. HENDERSON
ARCHITECTS

A

40001



EOT-2926
 10-09-03 PC

EOT-2926

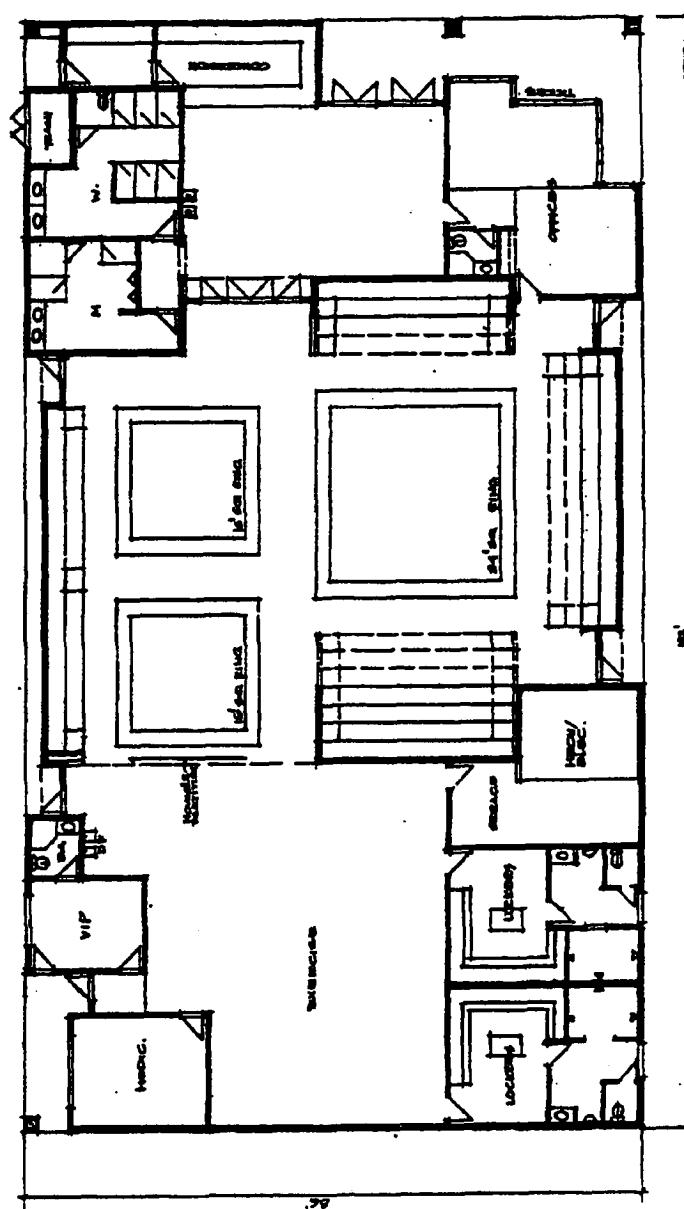
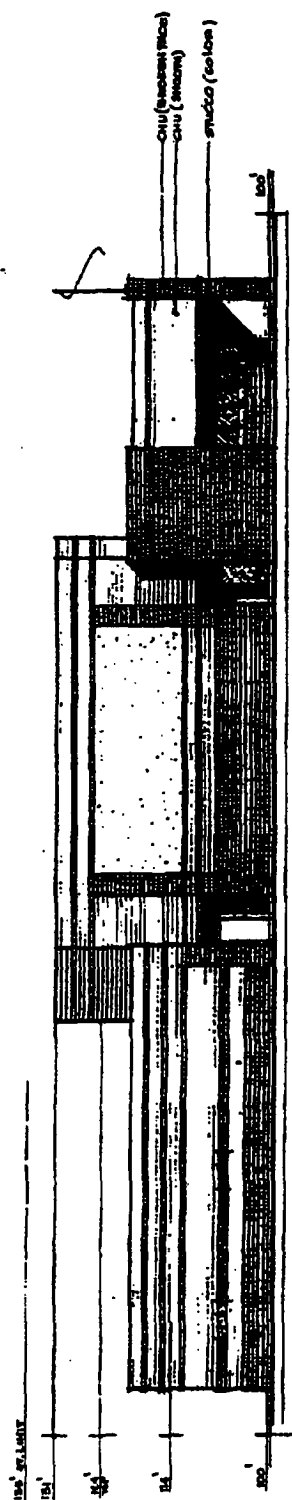
10-09-03 PC

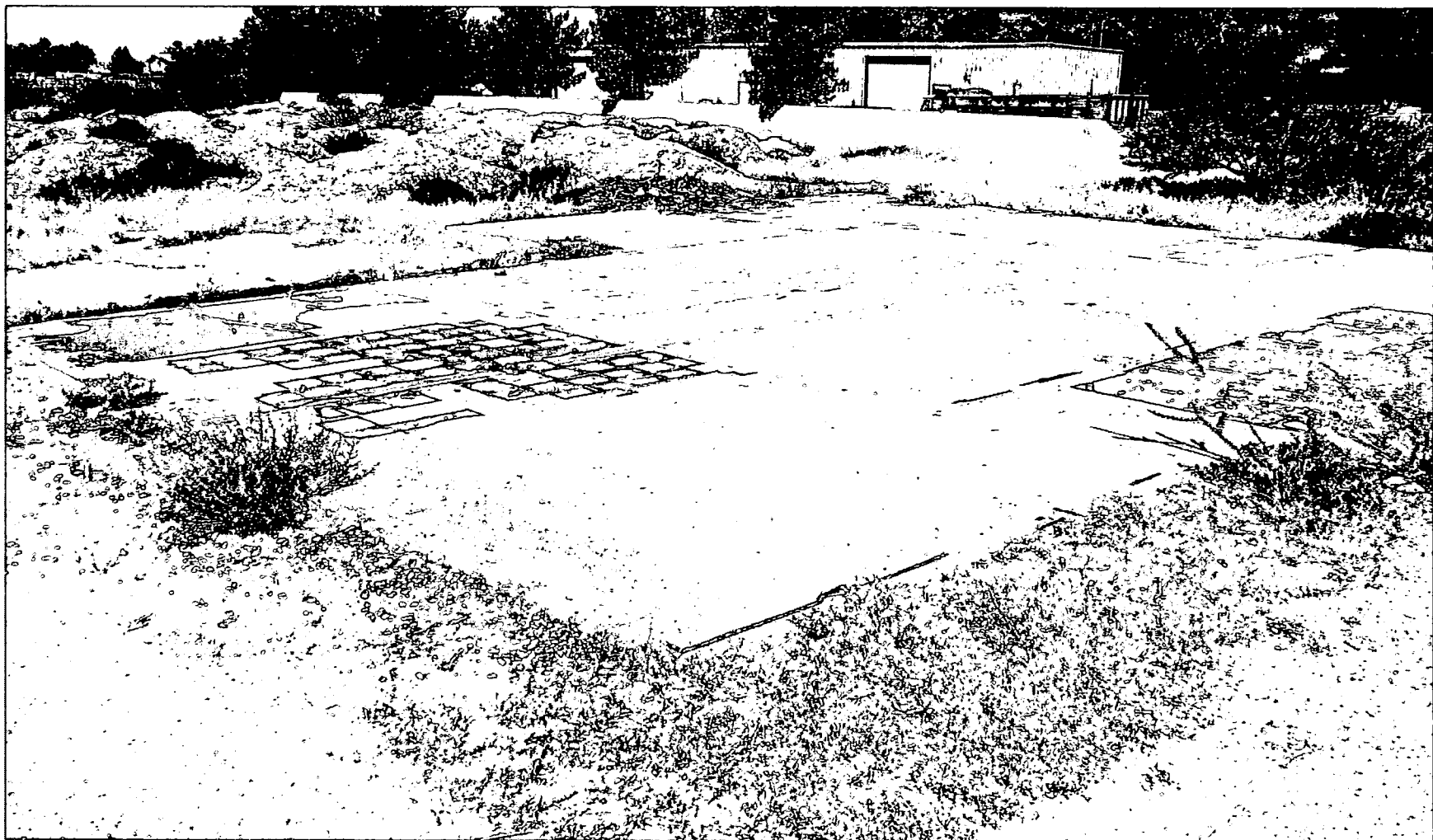


FLOOR PLAN
AREA: 12,000 sq
ft. 2-4-75.

FLOOR PLAN
AREA: 12,000 sq
SEC. MAT.

FLOOR





EOT-2926 - STEVE KABOLI
NORTHEAST CORNER OF VEGAS DRIVE AND LEONARD LANE
OCTOBER 9, 2003 PLANNING COMMISSION

9/12/03



EOT-2926 - STEVE KABOLI
NORTHEAST CORNER OF VEGAS DRIVE AND LEONARD LANE
OCTOBER 9, 2003 PLANNING COMMISSION

9/12/03

City of Las Vegas

Agenda Item No. 117

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: ROBERT S. GENZER**☒**CONSENT**☐**DISCUSSION****SUBJECT:**

REINSTATEMENT AND EXTENSION OF TIME - SPECIAL USE PERMIT AND SITE DEVELOPMENT PLAN REVIEW - EOT-2982 - CITY OF LAS VEGAS ON BEHALF OF LAS VEGAS ELKS LODGE #1468 BPOE - Request for a Reinstatement and Extension of Time for an approved Special Use Permit and Site Development Plan Review (U-0121-00) FOR A PROPOSED RECREATIONAL VEHICLE PARKING LOT at 4130 West Charleston Boulevard (APN: 139-31-801-007), C-1 (Limited Commercial) Zone, Ward 1 (Moncrief). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

NOTE: THIS ITEM TO BE CONSIDERED ROUTINE IN NATURE.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

REESE -APPROVED Item 110 [EOT-2894], Item 111 [EOT-2895], Item 112 [EOT-2866], Item 113 [EOT-2865], Item 114 [EOT-2925], Item 115 [EOT 2927], Item 116 [EOT-2926], and Item 117 [EOT-2982] subject to conditions - UNANIMOUS with BROWN excused

MINUTES:

There was no discussion.

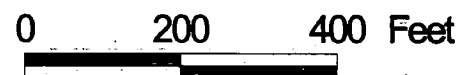
(1:13)

4-137

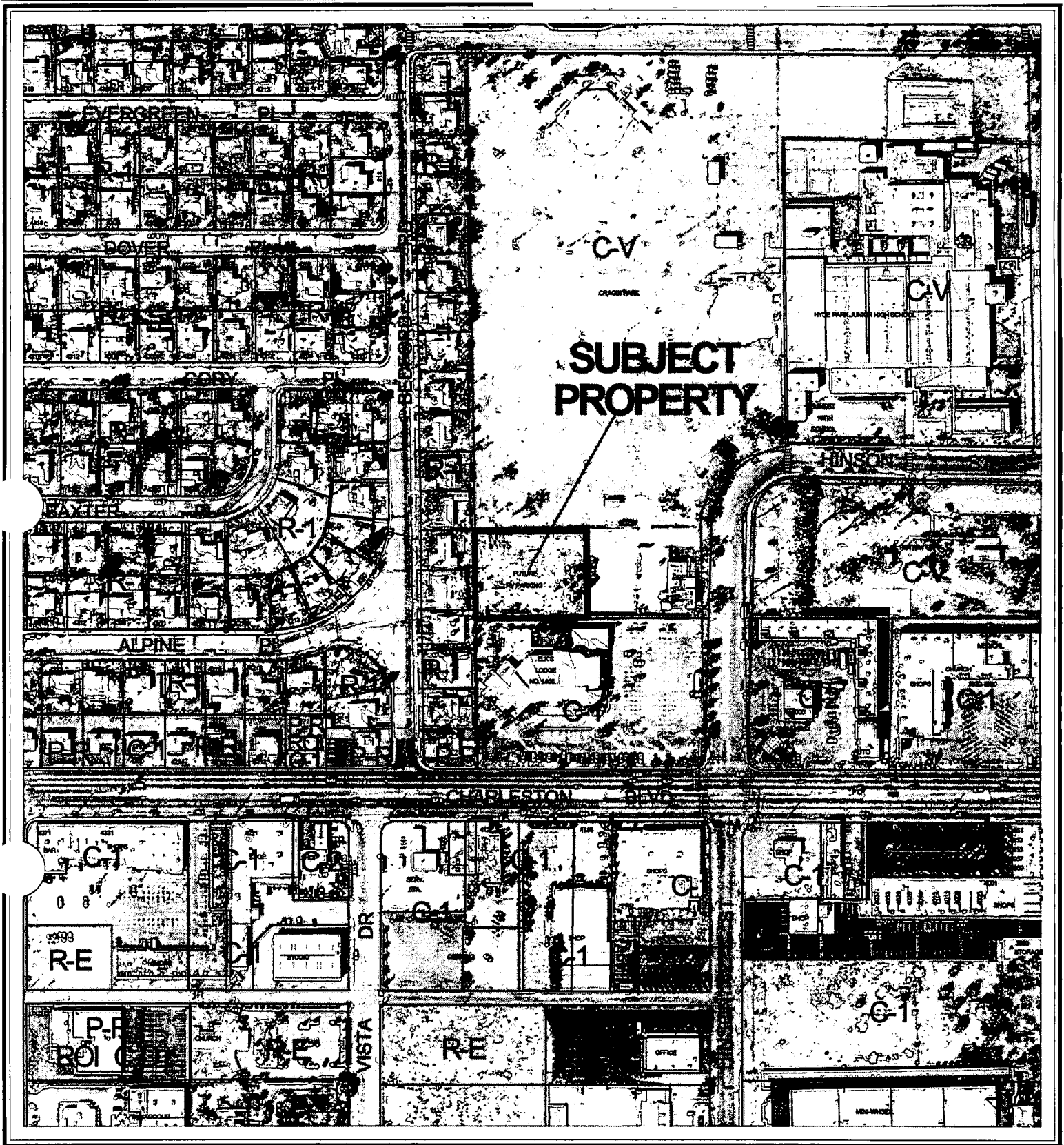
CONDITIONS:

Planning and Development

1. This Reinstatement and Extension of Time will expire on December 6, 2004 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval for Special Use Permit (U-0121-00) and all other subsequent site related actions as required by the Planning and Development Department and Department of Public Works.



ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: EOT-2982

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: PLANNING AND DEVELOPMENT****ITEM DESCRIPTION: EOT-2982 - CITY OF LAS VEGAS ON BEHALF OF LAS VEGAS ELKS LODGE #1468 BPOE**

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. This Reinstatement and Extension of Time will expire on December 6, 2004 unless another Extension of Time is approved by the City Council.
2. Conformance to the conditions of approval for Special Use Permit (U-0121-00) and all other subsequent site related actions as required by the Planning and Development Department and Department of Public Works.

EOT-2982 - Staff Report Page One
November 5, 2003 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

Request for the first Reinstatement and Extension of Time of an approved Special Use Permit and Site Development Plan Review for a proposed Recreational Vehicle Park at 4130 West Charleston Boulevard.

B) Applicant's Justification

The Land Development Section of the Department of Public Works has accepted the RV Park layout, and Special Use Permit (U-0121-00) has expired and reinstatement and extension of time is required.

BACKGROUND INFORMATION

A) Previous Actions

- 1966 City Council approved a zoning request (Z-0004-66) to the C-1 (Limited Commercial) zoning district.
- 12/06/00 City Council approved a Special Use Permit and Site Development Review (U-0121-00) for a proposed Recreational Vehicle Park, with waivers from Special Use Permit minimum requirements for density, setback from vehicles to buildings, and minimum street frontage. Planning Commission recommend approval on October 26, 2000.
- 10/09/03 The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #4).

B) Pre-Application Meeting

Pre-Application meetings are not required for Extension of Time applications.

C) Neighborhood Meetings

Neighborhood meetings are not required for Extension of Time applications.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 0.79

EOT-2982 - Staff Report Page Two
November 5, 2003 City Council Meeting

B) Existing Land Use

Subject Property: Undeveloped
North: City Park
South: Private Club - Elk's Lodge
East: Government Facility - Fire Station #5
West: Single-Family Residence

C) Planned Land Use

Subject Property: SC (Service Commercial)
North: PR (Parks and Recreation)
South: SC (Service Commercial)
East: PR (Parks and Recreation)
West: L (Low Density Residential)

D) Existing Zoning

Subject Property: C-1 (Limited Commercial)
North: C-V (Civic)
South: C-1 (Limited Commercial)
East: C-V (Civic)
West: R-1 (Single Family Residential)

E) General Plan Compliance

The property is located within the Southeast Sector of the General Plan, with an SC (Service Commercial) designation, which allows low to medium intensity commercial uses. The existing C-1 (Limited Commercial) zoning district is in compliance with the General Plan. The proposed Recreational Vehicle Park is a permitted use in the C-1 zoning district with the approval of a Special Use Permit.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan		X
Special Overlay District		X
Trails		X
Study Area		X
Rural Preservation Neighborhood		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

This project does not fall within any special districts or zones.

ANALYSIS

A) *Zoning Code Compliance*

A1) Minimum Distance Separation Requirements

There are no Minimum Separation Distance Requirements in the Zoning Code that apply to the proposed Recreational Vehicle Park. There are no similar approved uses within the 750-foot notification distance.

B) *General Analysis and Discussion*

- Zoning

The proposed Recreational Vehicle Park is a permitted use in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.

- Use

Title 19.04 establishes the minimum criteria for the approval of this type of RV Park. The criteria are as follows:

1. **The maximum density permitted in a Recreational Vehicle Park is 20 recreational vehicle sites per acre.**

The size of this site is 0.79 acres, which allows a maximum of 15 campsites. The submitted site plan depicts a total of 17 campsites, with a density of 21.5 vehicle sites per acre. This density is allowed under a waiver granted with the original approval.

2. **Recreational vehicle parks shall have a minimum frontage of 100 feet at the building setback line.**

The site will have 30 feet of frontage, which is permitted under a waiver granted with the original approval.

3. **Recreational vehicle sites, office buildings, accessory buildings and other facilities shall be set back at least 10 feet from any property lines. When adjacent to any property line adjoining a public street, the required setback shall be 15 feet.**

The submitted site plan shows one building setback 25 feet from the side property line. The recreational vehicle sites are shown with a 10-foot setback from the property lines.

4. **Vehicular Spacing:**

- a. Pull-through recreational vehicle sites shall maintain 15 feet between vehicles parking on adjoining sites.

EOT-2982 - Staff Report Page Four
November 5, 2003 City Council Meeting

- b. Back-in recreational vehicle sites shall maintain 10 feet between vehicles, to include automobile parking in adjoining sites.

There are no pull-through or back-in recreational vehicle sites on this property.

5. Recreational vehicle sites shall be setback 20 feet from any building.

The submitted site plan shows a recreational vehicle site five feet from a building on the property, which is permitted under a vehicle-to-building setback waiver granted with the original approval.

6. A minimum of 10 percent of the total area of the park shall be reserved for purposes of open space or recreational facilities. Open space shall be of sufficient size and distribution as to be a functional part of the entire park.

The submitted site plan depicts approximately 10 percent of the site area as open space. The open space is distributed throughout the site and is a functional part of the entire park.

7. All access drives shall be a minimum of 20 feet wide and approved by the City Traffic Engineer.

The submitted site plan depicts a 22-foot wide access drive within the park.

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."**

Under conditions required by Special Use Permit U-0121-00, the proposed Recreational Vehicle Park use can be conducted in a manner that is harmonious and compatible with the surrounding land uses. The conditions limit the hours of vehicular traffic, hours of generator starts, and restrict cooking areas to the east side of the property. These conditions allow the park to operate in harmony with the single-family residence to the west, and the city park to the north.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

The site, as approved by City Council, is physically suitable for the proposed Recreational Vehicle Park.

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."**

EOT-2982 - Staff Report Page Five
November 5, 2003 City Council Meeting

The proposed 30-foot drive from Hinson Street will provide adequate access to meet the requirements of the proposed Recreational Vehicle Park.

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 Recreational Vehicle Park use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit. The proposed site, as approved by City Council, will not compromise the public health, safety and welfare or the overall objectives of the General Plan.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0



STATEMENT OF FINANCIAL INTEREST

f:\depot\Application Packet\Statement of Financial Interest.doc



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: EDT-2982 APN: 139-31-801-007

Name of Property Owner: Las Vegas Elks Lodge # 1468 BPOE

Name of Applicant: Samuel D. Tolman

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: _____

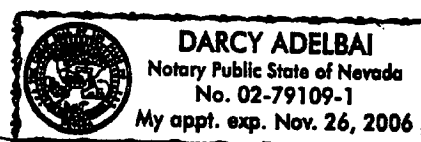
Signature of Property Owner/Authorized Agent: [Signature]

Print Name: Samantha / 50 / May

Subscribed and sworn before me

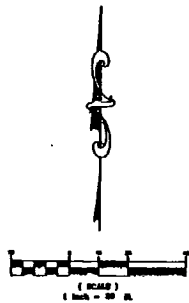
This 5 day of AUGUST, 2003

Clark
Notary Public in and for said County and State



LEGEND

- - - - - EXISTING GRADE & FINISH GRADE
- - - - - EXISTING GRADE & PROPOSED FINISH GRADE
- - - - - DIRECTION OF FLOW
- - - - - EDGE OF ASPHALT ROAD
- - - - - EXISTING SANITARY SEWER MANHOLE
- - - - - FINISH FLOOR
- - - - - PROPOSED FINISH GRADE CONTOUR LINE
- - - - - EXISTING GRADE CONTOUR LINE
- - - - - EXISTING CURB LINE FENCE
- - - - - NEW ASPHALT
- - - - - PRO ELEVATION



BENCH MARK:
C.L.V. BM 7020
3134
N.W. 1/4 SEC. 31, T. 10S, R. 9E, M.D.M. SERIES
CHARLESTON BLVD. & BEDFORD RD.
ELEVATION = 961.12 METERS
2168.50 FEET (PROJ. 88)

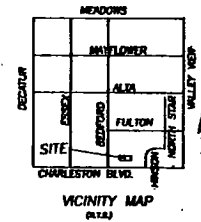
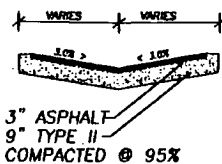
BASIS OF BEARINGS:
THE SOUTH LINE OF THE SE1/4 OF
SECT. 31, T. 10S, R. 9E, M.D.M. SERIES
N 20° 40' 31" W 728 FEET AS PER RECORD
OF SURVEYS OFFICIAL RECORDS CLARK
COUNTY, NEVADA.

NOTE:
PRIOR TO CONSTRUCTION SEE GEOTECHNICAL
FOUNDATION REPORT.
PREPARED BY: GRISHAM CONSULTING SERVICES, INC.
3314 E. TROPICANA AVE.
(702)490-6523
REPORT CS-01111, DATED MARCH 21, 2001

CALL
before you
DIG
1-800-227-2600

Call
before you
Overhead
1-702-893-8111

ONSITE STREET SECTION



NOTE:
C.L.V. WILL INSTALL OFF
SITE UTILITIES, PAV DRIVEWAY,
SIDEWALK & 232' +/- OF
"L" CURB BETWEEN ELKS
DRIVEWAY & C.L.V.F.D. PROP.

HINSON ST.

Robert J. McNitt 1946-2003 Consulting Civil Engineer P.O. Box 81258 Las Vegas, Nevada 89180 (702)254-2880 FAX (702)333-3664	OWNER/DEVELOPER EUS #148 B.P.O.E. 4100 N. CHARLESTON LAS VEGAS, NEVADA 89102 (702) 258-3587	PLOT & GRADING PLAN B.P.O.E. 1488 R.V. PARK ALVA 130'-31'-00" SECT. 31, T. 10S, R. 9E, M.D.M. SERIES TOWNSHIP 10S, RANGE 9E, CLARK COUNTY, NEVADA	EXP. 12/31/03 CLV DRAWING NO.

EOT-2982
10-09-03 PC



EOT-2982 - CITY OF LAS VEGAS ON BEHALF OF LAS VEGAS ELKS LODGE \$1468 BPOE
4130 WEST CHARLESTON BOULEVARD
OCTOBER 9, 2003 PLANNING COMMISSION

9/12/03



**EOT-2982 - CITY OF LAS VEGAS ON BEHALF OF LAS VEGAS ELKS LODGE \$1468 BPOE
4130 WEST CHARLESTON BOULEVARD
OCTOBER 9, 2003 PLANNING COMMISSION**

9/12/03

City of Las Vegas

Agenda Item No. 118

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

☐

CONSENT

☒

DISCUSSION

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW - SDR-3088 - JOSEPH SCALA - Appeal filed by Swisher & Hall from the Denial by the Planning Commission of an Appeal filed by Joseph Scala from the denial by the Director of the Planning and Development Department of a request for an Administrative Site Development Plan Review TO ALLOW EXISTING VEHICLE DISPLAY PADS WITHIN THE REQUIRED LANDSCAPING BUFFER AND TO ALLOW BLADE SIGNS ON EXISTING LIGHT POLES on property located at 6401 Centennial Center Boulevard (APN: 125-28-110-005), T-C (Town Center) Zone [GC-TC (General Commercial - Town Center) Land Use Designation], Ward 6 (Mack). (NOTE: The Planning Commission (5-2 vote) approved the portion of this application to allow blade signs on existing light poles which was Final Action.) Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends DENIAL of the portion of this application to allow existing vehicle display pads within the required landscaping buffer

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends DENIAL of the portion of this application to allow existing vehicle display pads within the required landscaping buffer.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report
4. Appeal letter filed by Swisher & Hall

MOTION:

MACK - APPROVED subject to conditions and adding the following condition:

- *The applicant shall remove any vehicles parked on the landscape fingers within the parking lot, replant the landscape as necessary, and maintain it as required by Code.*

- UNANIMOUS with BROWN excused

NOTE: COUNCILMAN MACK disclosed his affiliation with Absolute Quick Care as a client of MK², for whom he subcontracts work. Although it is located nearby, they have not discussed this request with him, he does not believe it would affect his client's business and he will be participating in the vote on this item.

*City of Las Vegas***Agenda Item No. 118**

CITY COUNCIL MEETING OF NOVEMBER 5, 2003
Planning and Development Department
Item 118 – SDR-3088

MINUTES – Continued:

MAYOR GOODMAN declared the Public Hearing open.

ROBERT GENZER, Director, Planning and Development Department, clarified that the only part of this application being considered at this time is the display of vehicles. The blade signs on existing light poles were approved by the Planning Commission as a final action.

STEVE SWISHER, 7373 Peak Drive, represented the applicant in this appeal. He explained that at-grade concrete pads extend into the existing landscape, which exceeds the required minimum landscaping for Town Center. The display pads are 20 feet to the back of the sidewalk and 28 feet to the street. The required setback is 10 feet. The Planning Commission felt that the parked cars project into the required landscape, thus a technical violation of the ordinance. He showed a photograph depicting where the vehicles would be placed.

COUNCILMAN MACK verified with MR. GENZER that the required setback is 14 feet. Staff agrees with the applicant that the proposed location is outside of the required landscape area. The concern is that the passerby would not know where the line is, as well as setting a precedent. COUNCILMAN MACK expressed concern about cars being parked close to the street in the landscaping. However, the proposed request is attractive. Future applications that are outside of their landscape buffer will be reviewed separately. The application allows existing vehicle display pads within the required landscape buffer; however, the staff report clearly states that the pads are situated behind the required depth of the planter. He requested that a condition be added requiring the applicant to remove any vehicle parked on the landscape fingers within the parking lot and replant the landscape as needed and maintain it as required by Code. MR. SWISHER concurred with the addition.

There was no further discussion.

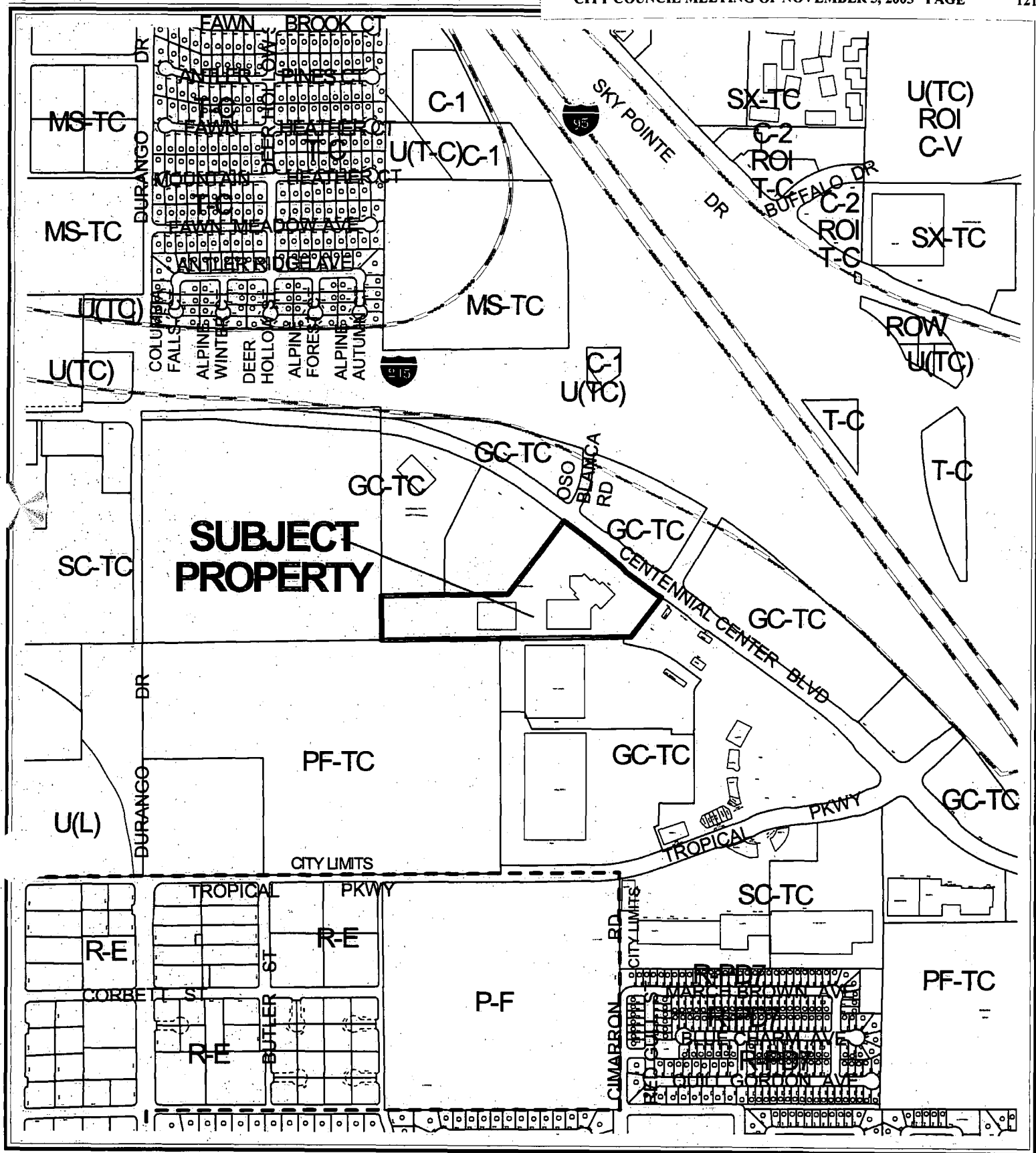
MAYOR GOODMAN declared the Public Hearing closed.

(1:13 – 1:19)

4-154

CONDITIONS:**Public Works**

1. All vehicles to be proposed with this project shall be situated so as not to create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.



CASE: SDR-3088

0 400 800 Feet

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) ZONE [GC-TC (GENERAL COMMERCIAL - TOWN CENTER) LAND USE DESIGNATION



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-3088 - JOSEPH SCALA

**** CONDITIONS ****

Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends DENIAL of the portion of this application to allow existing vehicle display pads within the required landscaping buffer. If Approved, subject to:

Public Works

1. All vehicles to be proposed with this project shall be situated so as not to create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

SDR-3088 - Staff Report Page One
November 5, 2003 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

This is an Appeal filed by Swisher & Hall from the Denial by the Planning Commission of the request for an Appeal of a Denial of an Administrative Site Development Plan Review to allow existing vehicle display pads within the required landscaping buffer which is prohibited on property located at 6401 Centennial Center Boulevard.

B) Applicant's Justification

The applicant justifies this request by stating that the display pads will not require the removal of trees or additional landscaping.

BACKGROUND INFORMATION

A) Previous Actions

- 12/07/98 The City Council approved the Rezoning to T-C (Town Center) for the Town Center Land Use Plan area (Z-0076-98). The subject parcel was designated GC-TC (General Commercial – Town Center) by that Plan. The Planning Commission recommended approval on 11/05/98.
- 02/08/99 The City Council approved a Master Development Plan Review [Z-76-98(1)] for a retail development and seven auto dealerships for this site as part of a larger request. The Planning Commission recommended approval on 12/17/98.
- 10/19/99 Staff administratively approved a request for a Site Development Plan Review [Z-0076-98(8)] for a proposed 90,221 square-foot auto dealership (Courtesy GMC) on this site, including a service center and body shop.
- 09/10/03 The Planning and Development Department denied a request for an Administrative Site Development Plan Review (SDR-3088) to allow existing vehicle display pads in the required landscaping buffer and to allow blade signs on existing light poles on property located at 6401 Centennial Center Boulevard.
- 10/09/03 The Planning Commission voted 7-0 to recommend DENIAL of the portion of this application to allow existing vehicle display pads within the required landscaping buffer (PC Agenda Item #63). The Planning Commission (5-2 vote) APPROVED the portion of this application to allow blade signs on existing light poles which was Final Action.

B) Pre-Application Meeting

A pre-application meeting is not required for an Administrative Site Development Plan Review request.

SDR-3088 - Staff Report Page Two
November 5, 2003 City Council Meeting

C) Neighborhood Meetings

A neighborhood meeting is not required for an Administrative Site Development Plan Review request.

DETAILS OF APPLICATION REQUEST

A) Site Area

Net Acres: 7.52

B) Existing Land Use

Subject Property: Auto dealership
North: Undeveloped
South: Retail Commercial
East: Restaurant
West: Undeveloped

C) Planned Land Use

Subject Property: GC-TC (General Commercial – Town Center)
North: GC-TC (General Commercial – Town Center)
South: GC-TC (General Commercial – Town Center) and PF-TC (General Commercial – Town Center)
East: GC-TC (General Commercial – Town Center)
West: GC-TC (General Commercial – Town Center)

D) Existing Zoning

Subject Property: T-C (Town Center)
North: T-C (Town Center)
South: T-C (Town Center)
East: T-C (Town Center)
West: T-C (Town Center)

E) General Plan Compliance

This site is located within the Town Center Plan Area of the Centennial Hills Sector Plan. The site is designated GC-TC (General Commercial - Town Center) within the Town Center Land Use Map, which allows all types of retail, service, office, and other general business uses of a more intense commercial character. The existing auto dealership is within the range of uses permitted within this land use category, provided certain conditions are met.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan		X
Town Center	X	
Special Overlay District		X
Trails		X

SDR-3088 - Staff Report Page Three
November 5, 2003 City Council Meeting

Study Area		X
Rural Preservation Neighborhood		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

Town Center – This site is located within the Town Center Plan Area of the Centennial Hills Sector Plan. More specifically, this development is contained within Centennial Centre, a master-planned retail center governed by the Centennial Centre Development Criteria and Guidelines ("Brown Book").

PROJECT DESCRIPTION

There were two separate requests on the subject parcel containing the Courtesy GMC, Buick, and Pontiac dealerships. One is the display of vehicles for sale within the required landscape buffer where such display is not allowed in Centennial Centre which is before the City Council at this time. The other request was to allow blade signs on existing light poles.

The pads already exist within the planter area and consist of five pairs of concrete strips on which five vehicles can be parked for display. The concrete strips are 22 feet deep and extend from the edge of the parking lot into the landscape planter, leaving a minimum of 16 feet to the property line. A series of lights in front of the strips serve to illuminate the vehicles at night.

ANALYSIS

A) *Zoning Code Compliance*

A1) Development Standards (Brown Book)

The Brown Book does not specifically allow the display of automobiles within required landscape planters in Centennial Centre. Vehicles are currently parked on strips and pads within the planters abutting the Centennial Center Boulevard right-of-way and landscape fingers extending into the parking lot from the edge of the landscape buffer.

A2) Parking and Traffic Standards

Parking will not be affected by the existing vehicle strips. The pads will be located wholly within the perimeter landscape planter area and within provided landscape fingers.

The Department of Public Works has recommended a condition requiring all vehicles to be displayed with this project to be situated so as not to create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

SDR-3088 - Staff Report Page Four
November 5, 2003 City Council Meeting

A3) Landscape and Open Space Standards

Pursuant to the Brown Book, the following Landscape Standards apply to the subject proposal:

Standards	Required	Provided
• Min. Zone Width – landscape setback	14 Feet	14 Feet
• Min Zone Width – sidewalk	5 Feet	5 Feet
• Min. Zone Width – landscape fingers	18 Feet	18 Feet, also used for vehicle display

Vehicle strips are located within the planter on the east-central edge of the property, but behind the combined 14-foot landscaping buffer, which consists of a four-foot strip adjacent to the roadway and a 10-foot strip, separated by a five-foot sidewalk. Vehicles are also parked on the required 18-foot landscape fingers that extend into the parking lot from the edge of the landscape planter.

B) General Analysis and Discussion

- Site Plan

Landscape buffers are intended to separate uses on a property from streets and from other properties. Inclusion of vehicle display pads within the landscape buffer frustrates the purpose of having a buffer, regardless of whether the pads are situated behind the required depth of the planter, as in this case. The pads detract from the appearance of the site. The Brown Book does not allow for vehicle display pads in landscaped areas; therefore, the Planning and Development Department cannot support any justification for the existence of these pads on this site.

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 vehicle display pads already existing on the site are not consistent with surrounding development, since they are not allowed within the Centennial Centre site.

2. "The proposed development is consistent with the General Plan, Title 19, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted City Plans, policies and Standards;"

SDR-3088 - Staff Report Page Five
November 5, 2003 City Council Meeting

The vehicle display strips and pads were installed without approval from Territory Inc. or the Planning and Development Department. The Centennial Centre Guidelines and Standards ("Brown Book"), which governs development activity on this site, does not allow vehicles within landscape planters.

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"**

The dealership is already approved and established; the addition of the display pads and signs have no significant impact on traffic flow in the area.

4. **"Building and landscape materials are appropriate for the areas and for the City;"**

The concrete display strips are inappropriately located within areas meant exclusively for plant materials.

5. **"Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;"**

The existing display pads detract from the appearance of the site. They defeat the purpose of a landscape buffer by being located within the buffer, rather than behind it. Other sites within Centennial Centre are not allowed to display vehicles or other objects within the landscape buffer areas.

6. **"Appropriate measures are taken to secure and protect the public health, safety and general welfare."**

The existence of vehicle display pads and blade signs will not threaten the public's health, safety, or general welfare.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

FROM :

FAX NO. : 7029675021

Oct. 03 2003 08:58AM P1

3/3

10/1/2003 13:30

Swisher & Hall

Shannon Hambleton→James Mooradian

CITY COUNCIL MEETING OF NOVEMBER 5, 2003 PAGE

1220



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-3088 APN: _____Name of Property Owner: Joseph ScalaName of Applicant: Joseph Scala

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/Authorized Agent: _____

Print Name: Joseph Scala

Subscribed and sworn before me

This 1st day of Oct, 2003

COURTESY GMC PONTIAC BUICK
6401 Centennial Center Blvd.
Las Vegas, NV 89149

Notary Public in and for the County of Clark, State of Nevada
SUSAN GERACE
Appl. No. 01-69330-1
My Appl. Expires June 8, 2005

Revised 2/12/02

C:\dopet\Application Packet\Statement of Financial Interest.doc

SWISHER & HALL AIA, LIMITED

October 10, 2003

Bob Genzer
Director of Planning and Development
City of Las Vegas
731 South Fourth Street
Las Vegas, Nevada 89101

Reference: 030044
Subject: SDR-3088 - Site Development Plan Review

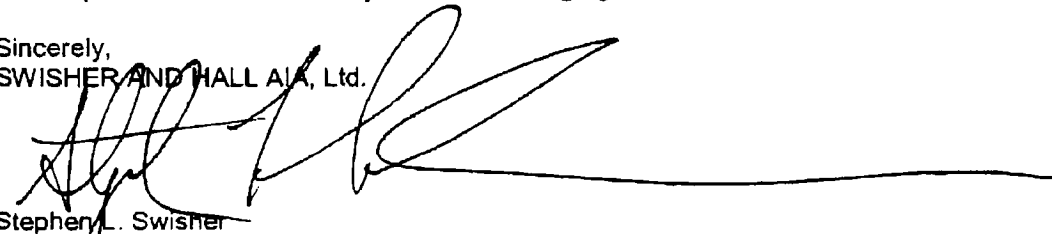
Dear Mr. Genzer,

In reference to SDR-3088 – Site Development Plan Review, Swisher & Hall is representing Jim Mooradian and Courtesy GMC on this matter.

We are requesting an appeal of Administrative Deviation TO ALLOW EXISTING VEHICLE DISPLAY PADS IN THE REQUIRED LANDSCAPING BUFFER AND TO ALLOW BLADE SIGNS ON EXISTING LIGHT POLES on property located at 6401 Centennial Center Boulevard (APN: 125-28-110-005), T-C (Town Center) Zone [GC-TC (General Commercial – Town Center) Land Use Designation], Ward 6 (Mack.)

Our administrative deviation was denied at the planning commission meeting on October 9, 2003. Please place us on the next City Council meeting agenda.

Sincerely,
SWISHER AND HALL AIA, Ltd.


Stephen L. Swisher
Principal

cc: Gary M. Leobold - City of Las Vegas
Jim Mooradian - Courtesy GMC

RECEIVED
CITY CLERK
2003 OCT 10 A 10:58

ARCHITECTURE AND PLANNING
7373 PEAK DRIVE, SUITE 250
LAS VEGAS, NV 89128
702.363.2222
Fax 702.363.6060
www.swisherhall.com

City of Las Vegas

Agenda Item No. 119

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REVIEW OF CONDITION - PUBLIC HEARING - ROC-2916 - PARDEE HOMES OF NEVADA - Request for a Review of Condition No. 4 of an approved Site Development Plan Review [Z-0033-01(1) and Z-0034-01(1)] to modify the rear setback to allow a 7 foot rear setback for lots adjacent to cul-de-sac bulbs and to allow 10 feet for all other lots where 15 feet is required on 50.08 acres adjacent to the east and west sides of Tee Pee Lane, between Farm Road and Solar Avenue (APN: Multiple), U (Undeveloped) Zone [L -TC (Low Density Residential - Town Center) General Plan Designation] under Resolution of Intent to T-C (Town Center) and U (Undeveloped) Zone [L (Low Density Residential) General Plan Designation] under Resolution of Intent to R-PD5 (Residential Planned Development - 5 Units Per Acre), Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

1
0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report
4. Back up referenced from the 9/25/2003 Planning Commission meeting Item 31

MOTION:

MACK - APPROVED subject to condition - UNANIMOUS with BROWN excused

NOTE: COUNCILMAN MACK disclosed that he has previously abstained on Pardee Homes items due to a former contractual agreement. The agreement no longer exists and he will be making the motion and voting on this item.

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

DIANA BOSSARD, 2920 North Green Valley Parkway, representing Pardee Homes, stated that the patios homes will have balconies, a buying option made available to the home purchaser.

No one appeared in opposition.

There was no further discussion.

City of Las Vegas

Agenda Item No. 119

CITY COUNCIL MEETING OF NOVEMBER 5, 2003
Planning and Development Department
Item 119 – ROC-2916

MINUTES – Continued:

MAYOR GOODMAN declared the Public Hearing closed.

(1:19 – 1:21)

4-399

CONDITIONS:

Planning and Development

1. Replace Condition No. 4 of Site Development Plan Review [Z-0033-01(1) and Z-0034-01(1)] with the following:

“Portion of the development east of Tee Pee Lane (in Town Center)”

The setbacks for this development shall be a minimum of 18 feet to the face of the garage as measured from the back of sidewalk, 10 feet to side-loaded garages and/or the front of the house, 5 feet on the side, 10 feet on the corner side, and 7-feet in the rear for lots adjacent to cul-de-sac bulbs and 10-feet in the rear for all other lots.

Portion of the development west of Tee Pee Lane (outside Town Center)”

The setbacks for this development shall be a minimum of 18 feet to the face of the garage as measured from the back of sidewalk, 10 feet to side-loaded garages and/or the front of the house, 5 feet on the side, 10 feet on the corner side, and 15 feet in the rear.”



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ROC-2916 - PARDEE HOMES OF NEVADA

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Replace Condition No. 4 of Site Development Plan Review [Z-0033-01(1) and Z-0034-01(1)] with the following:

“Portion of the development east of Tee Pee Lane (in Town Center)

The setbacks for this development shall be a minimum of 18 feet to the face of the garage as measured from the back of sidewalk, 10 feet to side-loaded garages and/or the front of the house, 5 feet on the side, 10 feet on the corner side, and 7-feet in the rear for lots adjacent to cul-de-sac bulbs and 10-feet in the rear for all other lots.

Portion of the development west of Tee Pee Lane (outside Town Center)

The setbacks for this development shall be a minimum of 18 feet to the face of the garage as measured from the back of sidewalk, 10 feet to side-loaded garages and/or the front of the house, 5 feet on the side, 10 feet on the corner side, and 15 feet in the rear.”

ROC-2916 - Staff Report Page One
November 5, 2003 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

Request for a Review of Condition No. 4 of an approved Site Development Plan Review [Z-0033-01(1) and Z-0034-01(1)] to modify the rear setback to allow a 7 foot rear setback for lots adjacent to cul-de-sac bulbs and to allow 10 feet for all other lots where 15 feet is required.

B) Applicant's Justification

The proposed floor plans include an option for a second story balcony. The existing rear yard setback will not allow sufficient area for the proposed balconies. It is the 15-foot rear yard setback, which we would request be changed to 7-feet on the cul-de-sac lots and 10 feet on the straight streets. The reduction in the setback requirement, if approved, will allow a second story balcony to be constructed if requested by the homebuyer.

BACKGROUND INFORMATION

A) Previous Actions

- 12/07/98 The City Council approved a Rezoning (Z-0076-98) to T-C (Town Center) of a 1,468-acre portion of the Northwest. The subject site was not included within the 1998 Rezoning area.
- 01/26/01 The subject site was annexed into the City of Las Vegas as part of a 615-acre Annexation Petition request (A-0003-99).
- 04/04/01 The City Council approved a General Plan Amendment (GPA-0038-00) to expand the limits of the Town Center into the designated "Future Town Center." The subject site abuts this area along Tee Pee Lane. The City Council also approved a General Plan Amendment (GPA-0039-00) reaffirming the eastern 40-acre portion of the subject site as L (Low Density Residential - 3.5 to 5.5 Units Per Acre) as part of a larger request.
- 07/05/01 The City Council approved a Rezoning (Z-0034-01) to T-C (Town Center) for the eastern 40-acre portion of the subject property as part of a larger request.
- 12/05/01 The City Council approved a Rezoning (Z-0033-01) of the 10-acre western portion of the subject property from U (Undeveloped) [L (Low Density Residential) General Plan Designation] to R-PD5 (Residential Planned Development - 5 Units Per Acre), a Variance (V-0068-01) to the open space requirements for the same portion of the site, and a Site Development Plan Review [Z-0033-01(1) & Z-0034-01(1)] for the entire subject site (east and west of Tee Pee Lane). The Planning Commission recommended approval.

ROC-2916 - Staff Report Page Two
November 5, 2003 City Council Meeting

02/06/02 The City Council approved a Rezoning (Z-0085-01) of the 5-acre portion west of the subject site and north of Severance Lane from U (Undeveloped) [L (Low Density Residential) General Plan Designation] to R-PD5 (Residential Planned Development - 5 Units Per Acre), a Site Development Plan Review [Z-0085-01(1)] for 24 lots and is a continuation of the development approved as part of [Z-0033-01(1)], a Variance (V-0088-01) to the open space requirements for the same portion of the site. The Planning Commission recommended approval.

09/25/03 The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #31).

B) Pre-Application Meeting

A pre-application meeting is not required as part of this application.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 50

B) Existing Land Use

Subject Property: Single Family Residential (under construction) & Undeveloped
North: Single Family Residential
South: Undeveloped
East: Undeveloped
West: Undeveloped

C) Planned Land Use

Subject Property: L -TC (Low Density Residential - Town Center) and L (Low Density Residential)
North: ML (Medium-Low Density Residential)
South: L -TC (Low Density Residential - Town Center) and L (Low Density Residential)
East: L -TC (Low Density Residential - Town Center)
West: L (Low Density Residential)

D) Existing Zoning

Subject Property: U (Undeveloped) [L -TC (Low Density Residential - Town Center) General Plan Designation] under Resolution of Intent to T-C (Town Center) & U (Undeveloped) [L (Low Density Residential) General Plan Designation] under Resolution of Intent to R-PD5 (Residential Planned Development - 5 Units Per Acre)
North: U (Undeveloped - ML (Medium-Low Density Residential)
South: U (Undeveloped) under Resolution of Intent to T-C (Town Center) & U (Undeveloped)

ROC-2916 - Staff Report Page Three
November 5, 2003 City Council Meeting

East: T-C (Town Center) & U (Undeveloped)
West: U (Undeveloped) under Resolution of Intent to T-C (Town Center),
U (Undeveloped) under Resolution of Intent to R-PD5 & R-PD3, & U
(Undeveloped) under Resolution of Intent R-1 (Single Family
Residential)

E) General Plan Compliance

The site is designated as L-TC (Low Density Residential - Town Center) on the Centennial Hills Sector Map of the General Plan. General Plan policies are not relevant to this review of condition.

<i>SPECIAL DISTRICTS/ZONES</i>	Yes	No
Special Area Plan		
Town Center	X	
Special Overlay District		X
Trails	X	
Study Area		X
Rural Preservation Neighborhood		X
Development Impact Notification Assessment		X
Project of Regional Significance		X
County/North Las Vegas/HOA Notification	X	

The proposed development is located within the Centennial Hills Town Center area. The Town Center Development Standards Manual provides policy direction for development within the Town Center area.

The Trails Element of the Master Plan, Map Six designates a 9-foot-wide Arterial Trail alignment along Farm Road.

County Notification

The Clark County Planning Department was notified of this application since parcels within the notification area fall within their jurisdiction.

ANALYSIS

A) Zoning Code Compliance

A1) Development Standards

Pursuant to Title 19.06.110, the Site Development Plan establishes the Development Standards within a T-C (Town Center) District. The development standards for this development were determined as part of Site Development Plan [Z-0033-01(1) & Z-0034-01(1)], the setbacks were:

ROC-2916 - Staff Report Page Four
November 5, 2003 City Council Meeting

Standards	Required per [Z-0033-01(1) & Z-0034-01(1)]	Proposed
Min. Setbacks		
• Front to garage	18 Feet	18 Feet
• Front to side loading garages and house	10 Feet	10 Feet
• Side	5 Feet	5 Feet
• Corner	10 Feet	10 Feet
• Rear	15 Feet	West - *7 Feet and 10 Feet East - 15 Feet

The proposed change in the rear yard setback is for the portion of the development east of Tee Pee Lane (area within Town Center). The area west of Tee Pee Lane will maintain the 15-foot rear yard setback. The existing rear yard setback will not allow sufficient area for the proposed second story balconies. The applicant has requested the 15-foot rear yard setback be changed to 7-feet for any lot fronting on a cul-de-sac and 10 feet on the remaining lots. The modification of the rear yard setback would allow sufficient area for a second story balcony to be constructed.

B) PROJECT DESCRIPTION

Existing Condition No.4 from Z-0033-01(1) & Z-0034-01(1)

The setbacks for this development shall be a minimum of 18 feet to the face of the garage as measured from the back of sidewalk, 10 feet to side-loaded garages and/or the front of the house, 5 feet on the side, 10 feet on the corner side, and 15 feet in the rear.

Proposed Condition No. 4

Portion of the development east of Tee Pee Lane (in Town Center)

The setbacks for this development shall be a minimum of 18 feet to the face of the garage as measured from the back of sidewalk, 10 feet to side-loaded garages and/or the front of the house, 5 feet on the side, 10 feet on the corner side, and **7-feet in the rear for lots adjacent to cul-de-sac bulbs and 10-feet in the rear for all other lots.**

Portion of the development west of Tee Pee Lane (outside Town Center)

The setbacks for this development shall be a minimum of 18 feet to the face of the garage as measured from the back of sidewalk, 10 feet to side-loaded garages and/or the front of the house, 5 feet on the side, 10 feet on the corner side, and 15 feet in the rear.

FINDINGS

The proposed change to Condition Number 4 of Site Development Plan Review [Z-0033-01(1) & Z-0034-01(1)] is only appropriate for the portion of the development on the east side of Tee Pee

ROC-2916 - Staff Report Page Five
November 5, 2003 City Council Meeting

Lane (portion within Town Center) since all the lots will back up to lots or a block wall within the same development and are owned by the same developer. The portion of the development on the west side of Tee Pee Lane (outside Town Center) has lots that back up to a development not owned by the same developer and the reduced rear yard setback may not be compatible with the existing lots. The proposed rear yard setback modification for the portion of the development on the east side of Tee Pee Lane will not alter the compatibility of the previously approved single-family residential development with the surrounding area. The proposed rear yard setback modification is consistent with the design and intent of the original Site Plan Review and is therefore consistent with Title 19 and Town Center Standards. The integrity of Town Center will not be compromised with the reduced rear yard setbacks.

NOTICES MAILED 45 by Planning Department

APPROVALS 1

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ROC-2916** APN: **See Attached**

Name of Property Owner: Pardee Homes of Nevada

Name of Applicant: Pardee Homes of Nevada

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/Authorized Agent: _____

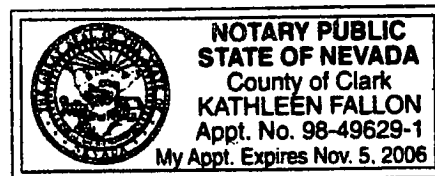
Print Name: Klif Andrews

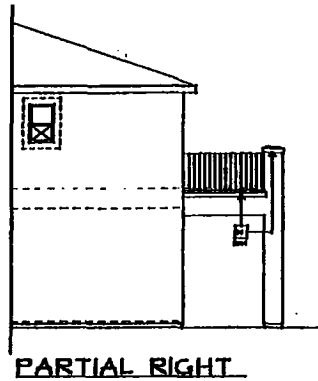
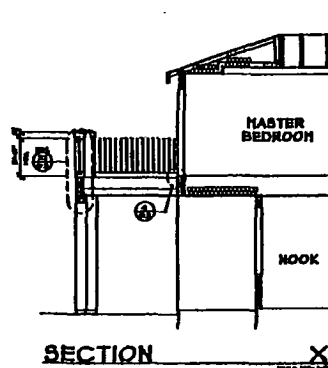
Subscribed and sworn before me

This 12 day of August, 2003

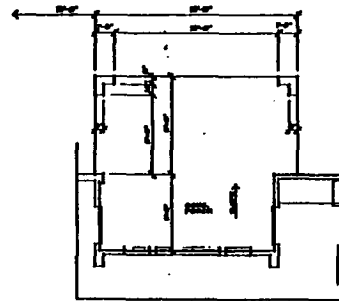
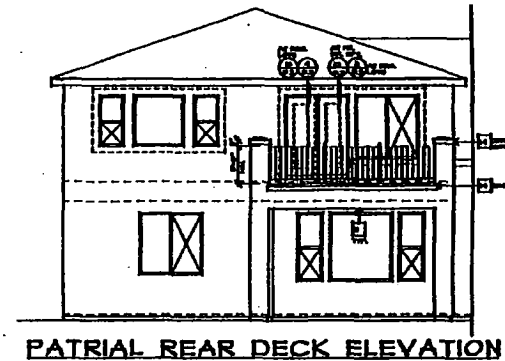
Kathleen J. [Signature]
Notary Public in and for said County and State

Notary Public in and for said County and State

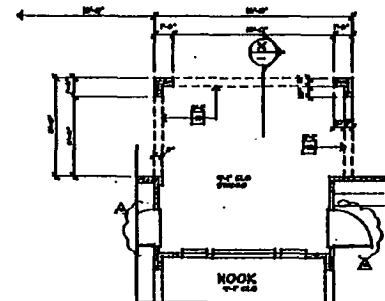




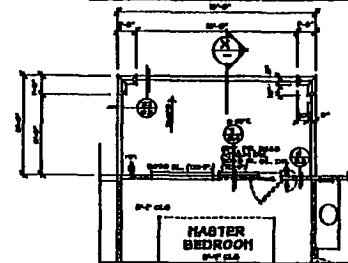
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AND DIMENSIONS MAY
VARY SLIGHTLY



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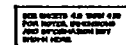


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AND DIMENSIONS MAY
VARY SLIGHTLY

PLAN 3	BASSENIAN/LACON	VENTANA	3.14

STAFF

ROC-2916
9-25-03 PC



4.19	VENTANA PANDEZ HOMES 1000 W. 10TH AVE. SUITE 1000 DENVER, CO 80202	PLAN 4 BASED OPTION	BASSENTIAN/LACONI 1000 W. 10TH AVE. SUITE 1000 DENVER, CO 80202

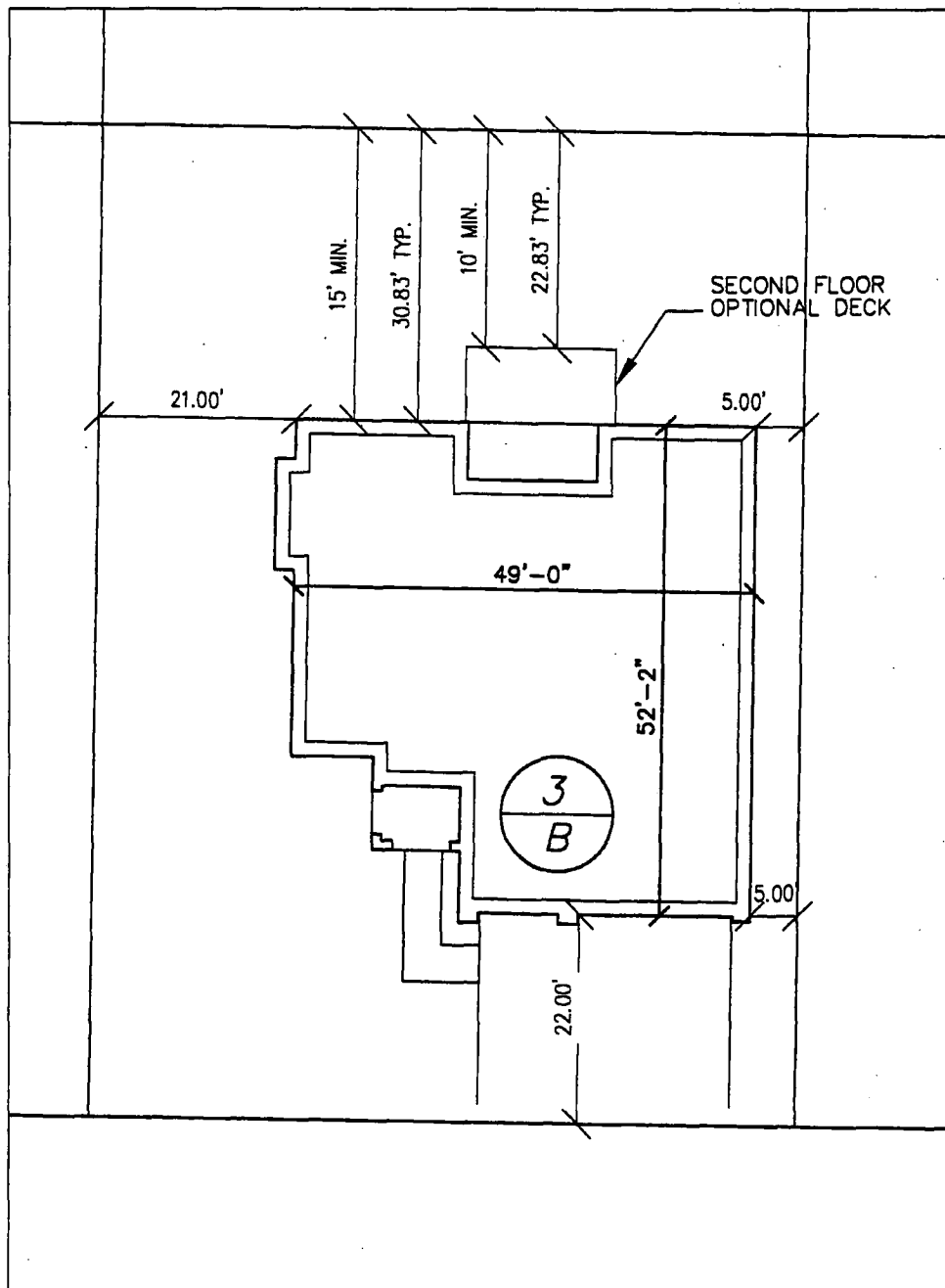
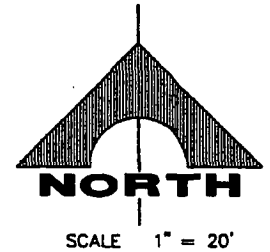
CITY COUNCIL MEETING OF NOVEMBER 5, 2003 PAGE

1235

STAFF

ROC-2916
9-25-03 PC

PARDEE HOMES OF NEVADA
TOWN CENTER TC-60/70 NO. 1
LOT FIT ANALYSIS
PLAN 3
VENTANA



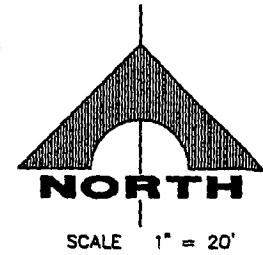
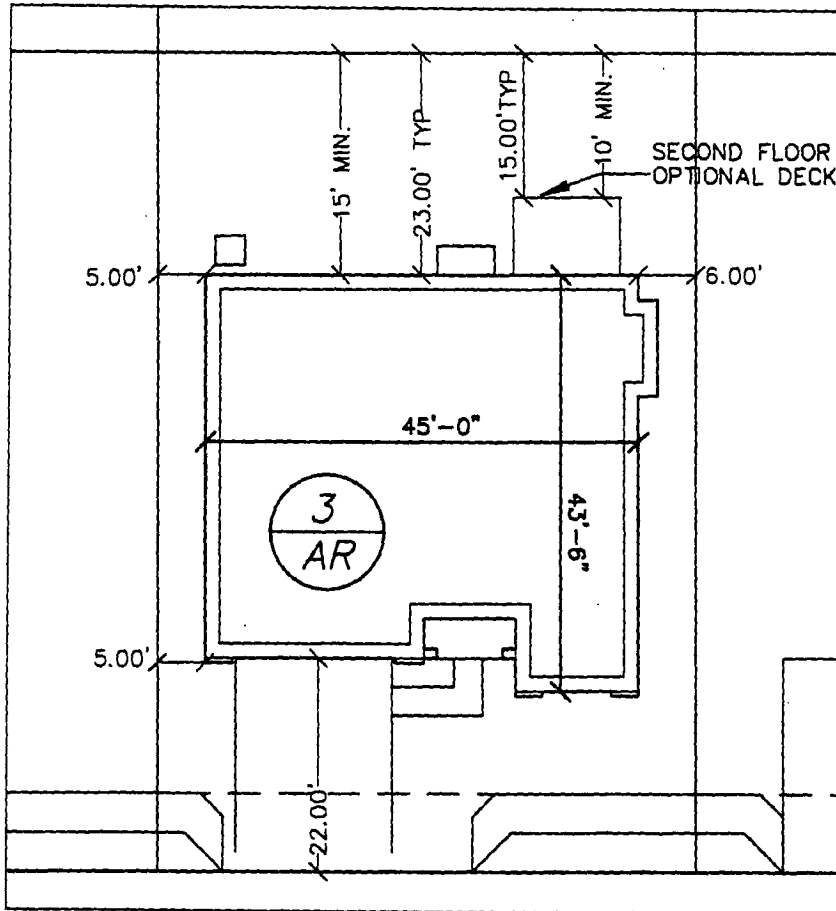
STAFF

**ROC-2916
9-25-03 PC**



G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146
TELEPHONE: (702) 804-2000 • FAX: (702) 804-2299

PARDEE HOMES OF NEVADA
TOWN CENTER TC-60/70 NO. 1
LOT FIT ANALYSIS
ALISO
PLAN 3



STAFF

ROC-2916
9-25-03 PC

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PARDEE HOMES OF NEVADA
TOWN CENTER TC-60/70 NO. 1

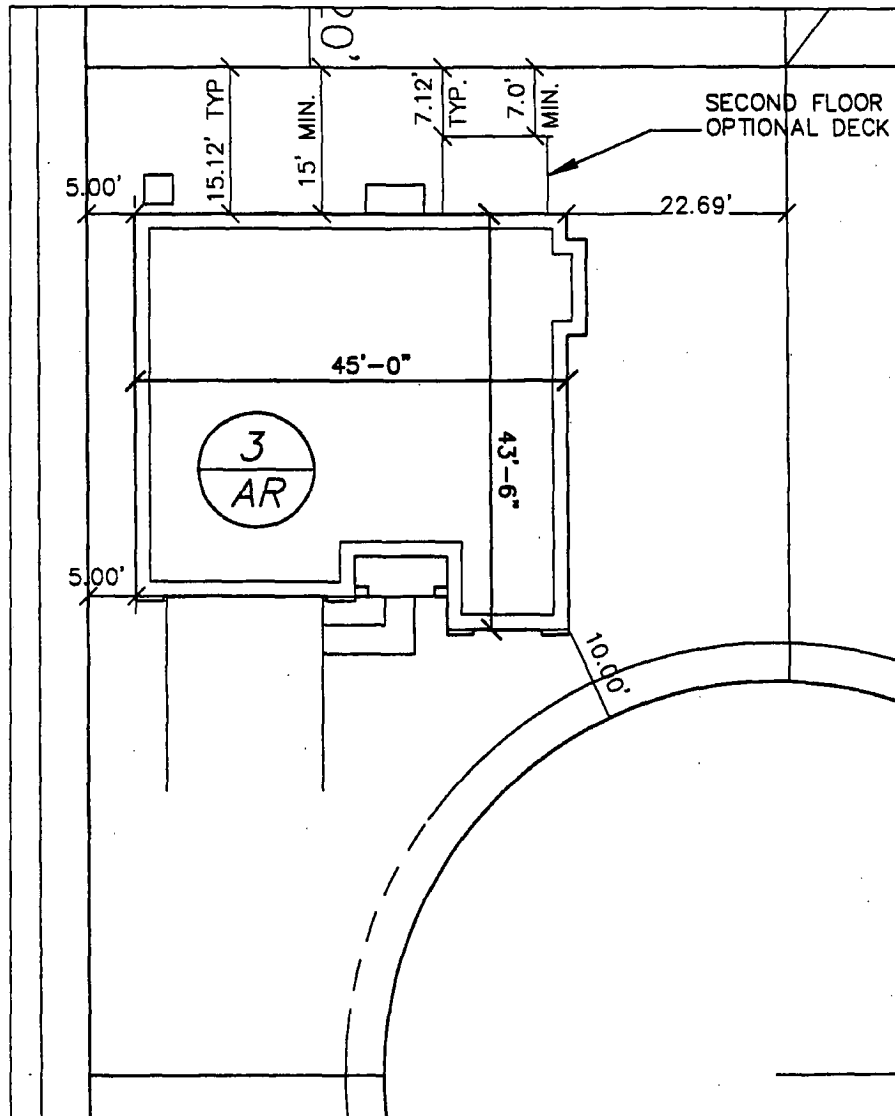
LOT FIT ANALYSIS

ALISO

PLAN 3



SCALE 1" = 20'



STAFF

**ROC-2916
9-25-03 PC**



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ROC-2916 - PARDEE HOMES OF NEVADA
TEE PEE LANE, BETWEEN FARM ROAD AND SOLAR AVENUE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/3/03



ROC-2916 - PARDEE HOMES OF NEVADA
TEE PEE LANE, BETWEEN FARM ROAD AND SOLAR AVENUE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/3/03

City of Las Vegas

Agenda Item No. 120

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT S. GENZER

☐

CONSENT

☒

DISCUSSION

SUBJECT:

REVIEW OF CONDITION - PUBLIC HEARING - ROC-2917 - PARDEE HOMES OF NEVADA - Request for a Review of Condition No. 2 of an approved Site Development Plan Review (SDR-1104) to modify the rear setback to allow a 7 foot rear setback for lots adjacent to cul-de-sac bulbs and to allow 10 feet for all other lots where 15 feet is required on approximately 15.01 acres adjacent to the northwest corner of Dorrell Lane and Fort Apache Road (APN: 125-19-501-017, 018 and 019), U (Undeveloped) Zone [L-TC (Low Density Residential - Town Center) General Plan Designation] under Resolution of Intent to T-C (Town Center) and T-C (Town Center) Zone, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

MACK - APPROVED subject to condition - UNANIMOUS with BROWN excused

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

DIANA BOSSARD, 2920 North Green Valley Parkway, representing Pardee Homes, stated that the patios homes will have balconies, a buying option made available to the home purchaser.

No one appeared in opposition.

There was no further discussion.

MAYOR GOODMAN declared the Public Hearing closed.

(1:21 - 1:22)

4-399

*City of Las Vegas***Agenda Item No. 120**

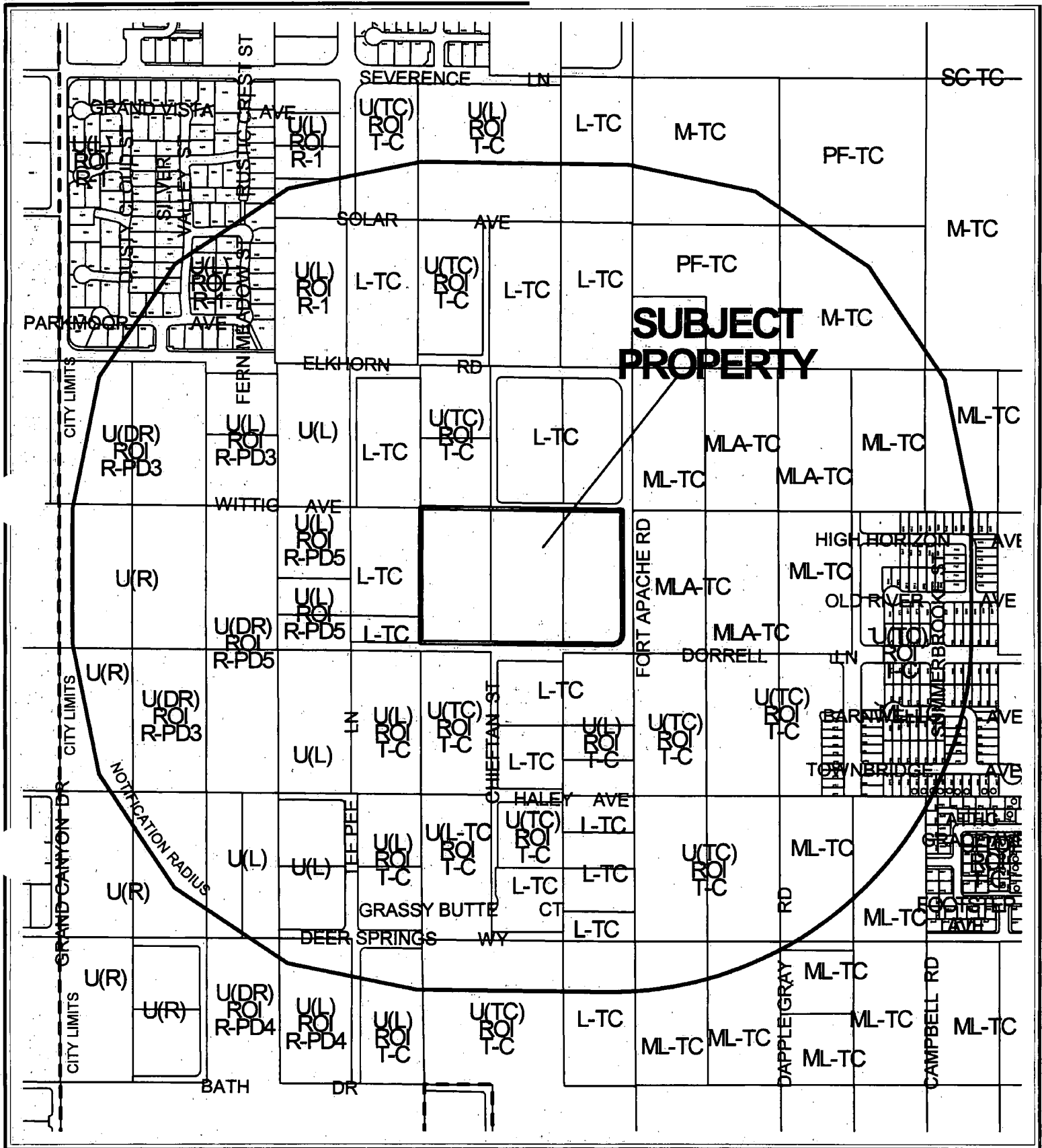
CITY COUNCIL MEETING OF NOVEMBER 5, 2003
Planning and Development Department
Item 120 – ROC-2917

CONDITIONS:

Planning and Development

1. Replace Condition No. 2 of Site Development Plan Review (SDR-1104) with the following:

“The setbacks for this development shall be a minimum of 10-feet to the front of the house, 18-feet to the front of the garage, 10-feet on the corner side, 5-feet on the side, and 7-feet in the rear for lots adjacent to cul-de-sac bulbs and 10-feet in the rear for all other lots. The front setback to the garage is to be measured from the back of the sidewalk where a sidewalk is provided otherwise it will be measured from the back of curb. The length of the driveway shall be a minimum of 18-feet.”



CASE: ROC-2917

RADIUS: 1600 FT

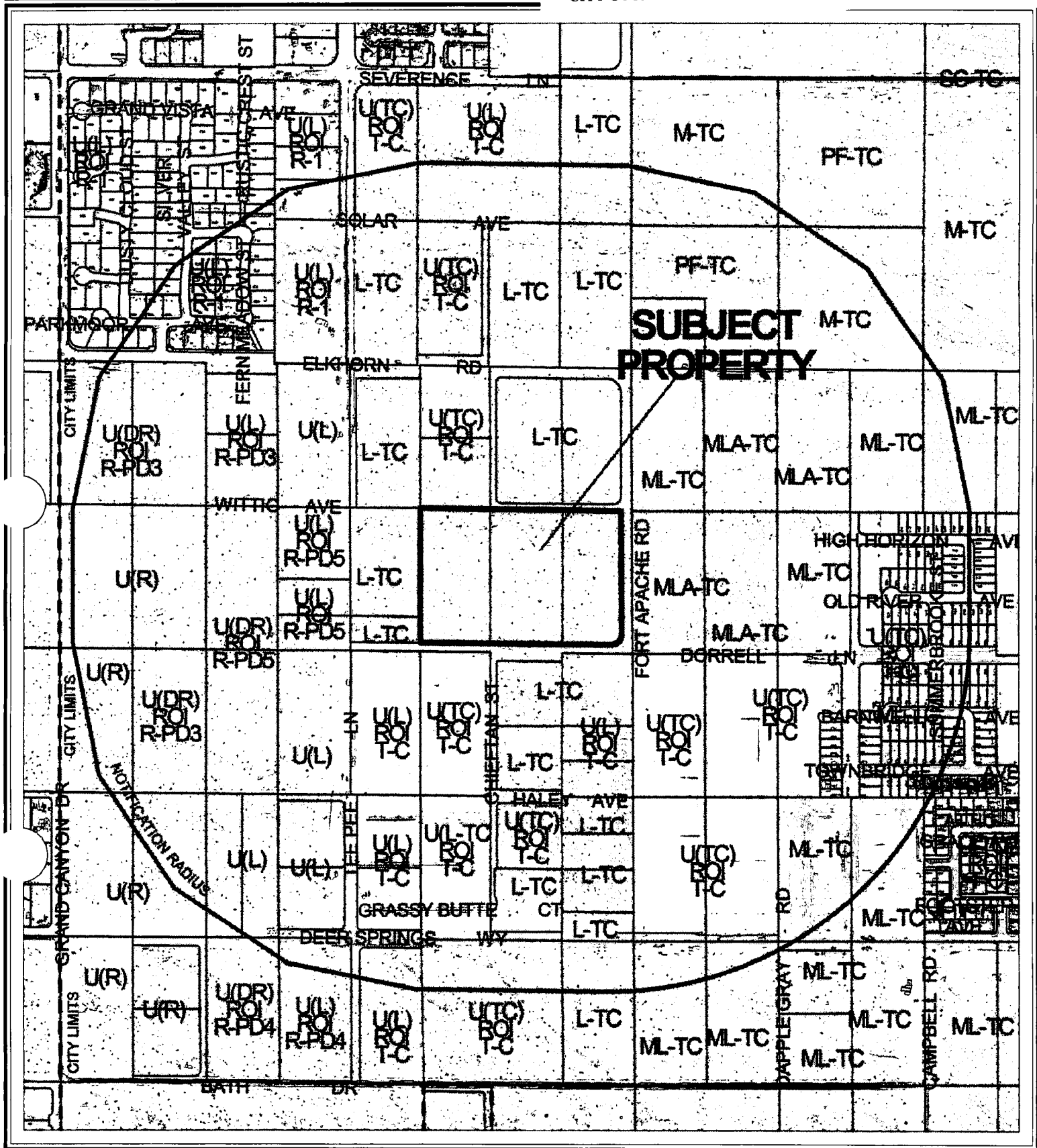
ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) [L-TC (LOW DENSITY RESIDENTIAL - TOWN CENTER) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO T-C (TOWN CENTER) AND T-C (TOWN CENTER)

0 400 800 Feet

120





CASE: ROC-2917

RADIUS: 1600 FT

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) [L-TC (LOW DENSITY RESIDENTIAL - TOWN CENTER) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO T-C (TOWN CENTER) AND T-C (TOWN CENTER)



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ROC-2917 - PARDEE HOMES OF NEVADA

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Replace Condition No. 2 of Site Development Plan Review (SDR-1104) with the following:

“The setbacks for this development shall be a minimum of 10-feet to the front of the house, 18-feet to the front of the garage, 10-feet on the corner side, 5-feet on the side, and 7-feet in the rear for lots adjacent to cul-de-sac bulbs and 10-feet in the rear for all other lots. The front setback to the garage is to be measured from the back of the sidewalk where a sidewalk is provided otherwise it will be measured from the back of curb. The length of the driveway shall be a minimum of 18-feet.”

ROC-2917 - Staff Report Page One
November 5, 2003 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

Request for a Review of Condition No. 2 of an approved Site Development Plan Review (SDR-1104) to modify the rear setback to allow a 7 foot rear setback for lots adjacent to cul-de-sac bulbs and to allow 10 feet for all other lots where 15 feet is required.

B) Applicant's Justification

The proposed floor plans include an option for a second story balcony. The existing rear yard setback will not allow sufficient area for the proposed balconies. It is the 15-foot rear yard setback, which we would request be changed to 7-feet on the cul-de-sac lots and 10 feet on the straight streets. The reduction in the setback requirement, if approved, will allow a second story balcony to be constructed if requested by the homebuyer.

BACKGROUND INFORMATION

A) Previous Actions

- 12/07/98 The City Council approved a Rezoning (Z-0076-98) to T-C (Town Center) of a 1,468-acre portion of the Northwest. The subject site was not included within the 1998 Rezoning area. The Planning Commission recommended approval.
- 01/26/01 The subject site was annexed into the City of Las Vegas as part of a 615-acre Annexation Petition request (A-0003-99).
- 07/05/01 The City Council approved a Rezoning (Z-0034-01) from U (Undeveloped) Zone [L-TC (Low Density Residential - Town Center) General Plan Designation] to T-C (Town Center) on two of the parcels on this site, as part of a larger request. The Planning Commission recommended approval.
- 02/19/03 The City Council approved a Rezoning (ZON-1103) for the eastern 5 acre portion of the site, a Site Development Plan Review (SDR-1104) for a 90-lot single family residential development for the entire site, and a Vacation (VAC-1254). The Planning Commission recommended approval.
- 09/25/03 The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #32).

ROC-2917 - Staff Report Page Two
November 5, 2003 City Council Meeting

B) Pre-Application Meeting

A pre-application meeting is not required as part of this application.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 15.01

B) Existing Land Use

Subject Property: Undeveloped
North: Undeveloped
South: Undeveloped
East: Undeveloped
West: Undeveloped

C) Planned Land Use

Subject Property: L-TC (Low Density Residential – Town Center)
North: L-TC (Low Density Residential – Town Center)
South: L-TC (Low Density Residential – Town Center)
East: ML-TC (Medium Low Density Residential – Town Center)
West: L-TC (Low Density Residential – Town Center)

D) Existing Zoning

Subject Property: U (Undeveloped) under resolution of intent to T-C (Town Center) and T-C (Town Center)
North: U (Undeveloped) under resolution of intent to T-C (Town Center), Clark County, U (Undeveloped - Town Center)
South: U (Undeveloped) under resolution of intent to T-C (Town Center), U (Undeveloped), R-E (Rural Estates Residential – Clark County)
East: Clark County
West: U (Undeveloped)

E) General Plan Compliance

The site is within the Centennial Hills General Plan area with an L (Low Density Residential) designation. General Plan policies are not relevant to this review of condition. This category permits single-family detached homes; manufactured homes on individual lots, residential planned developments and planned community developments. The proposed development conforms to the L (Low Density Residential) designation.

SPECIAL DISTRICTS/ZONES		Yes	No
Special Area Plan			
Town Center		X	
Special Overlay District			X

ROC-2917 - Staff Report Page Three
November 5, 2003 City Council Meeting

Trails	X	
Study Area		X
Rural Preservation Neighborhood		X
Development Impact Notification Assessment		X
Project of Regional Significance		X
County/North Las Vegas/HOA Notification		X

The proposed development is located within the Centennial Hills Town Center area. The Town Center Development Standards Manual provides policy direction for development within the Town Center area.

Map #6 of the Transportation Trails Element of the Master Plan designates a 20-foot-wide Multi-Use Transportation Trail along Fort Apache Road. The site plan depicts the required 20-foot wide Multi-Use Transportation Trail along the Fort Apache Road frontage, thereby conforming to the Transportation Trails Element of the Master Plan.

ANALYSIS

A) *Zoning Code Compliance*

A1) Development Standards

Pursuant to Title 19.06.110, the Site Development Plan establishes the Development Standards within a T-C (Town Center) District. The development standards for this development were determined as part of Site Development Plan (SDR-1104), the setbacks were:

Standards	Required per SDR-1104	Proposed
Min. Setbacks		
• Front to garage	18 Feet	18 Feet
• Front to house	10 Feet	10 Feet
• Side	5 Feet	5 Feet
• Corner	10 Feet	10 Feet
• Rear	15 Feet	*7 Feet and 10 Feet

The existing rear yard setback will not allow sufficient area for the proposed second story balconies. The 15-foot rear yard setback has been requested to be changed to 7-feet for any lot fronting on a cul-de-sac and 10 feet on the remaining lots. The modification of the rear yard setback would allow sufficient area for a second story balcony to be constructed.

ROC-2917 - Staff Report Page Four
November 5, 2003 City Council Meeting

B) PROJECT DESCRIPTION

Existing Condition No.2 from SDR-1104

The setbacks for this development shall be a minimum of 10-feet to the front of the house, 18-feet to the front of the garage, 10-feet on the corner side, 5-feet on the side, and 15-feet in the rear. The front setback to the garage is to be measured from the back of the sidewalk where a sidewalk is provided otherwise it will be measured from the back of curb. The length of the driveway shall be a minimum of 18-feet.

Proposed Condition No. 2

The setbacks for this development shall be a minimum of 10-feet to the front of the house, 18-feet to the front of the garage, 10-feet on the corner side, 5-feet on the side, and **7-feet in the rear for lots adjacent to cul-de-sac bulbs and 10-feet in the rear for all other lots.** The front setback to the garage is to be measured from the back of the sidewalk where a sidewalk is provided otherwise it will be measured from the back of curb. The length of the driveway shall be a minimum of 18-feet.

FINDINGS

The proposed change to Condition Number 2 of Site Development Plan Review (SDR-1104) is appropriate since the lots will back up to lots or a block wall within the same development and are owned by the same developer. The proposed rear yard setback modification will not alter the compatibility of the previously approved single-family residential development with the surrounding area. The proposed rear yard setback modification is consistent with the design and intent of the original Site Plan Review and is therefore consistent with Title 19 and Town Center Standards. The integrity of Town Center will not be compromised with the reduced rear yard setbacks.

NOTICES MAILED 44 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-2917 APN: See Attached

Name of Property Owner: Pardee Homes of Nevada

Name of Applicant Pardee Homes of Nevada

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: _____

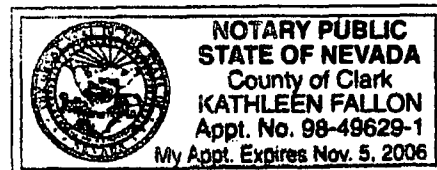
Signature of Property Owner/Authorized Agent: Y. A. M.

Print Name: Keith Andrews

Subscribed and sworn before me

This 12 day of August, 20 03

Kathleen Miller
Notary Public in and for said County and State

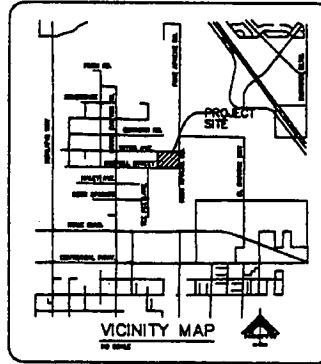


PARDEE HOMES OF NEVADA
TOWN CENTER ASSEMBLAGE
L-TC 55 # 2
SITE DEVELOPMENT PLAN

55' x 85' LOTS

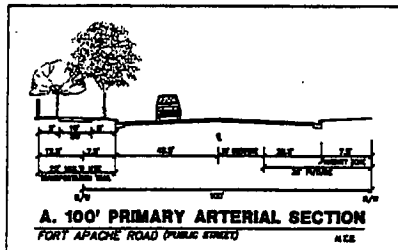
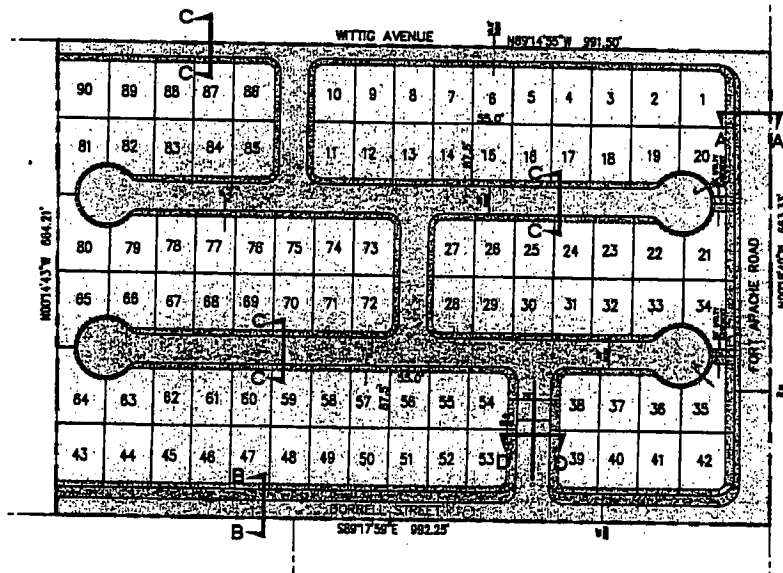
LANDSCAPE
AREAS
INCLUDING
SIDEWALK

STREETS

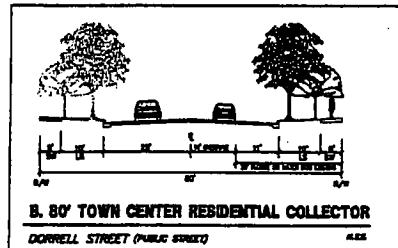
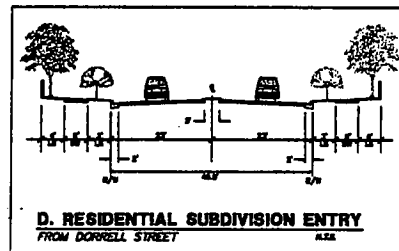


MINIMUM SETBACKS	
FRONT	15' TO THE HOUSE
	15' TO FACE OF GARAGE MEASURED FROM BACK OF SIDEWALK
BACK	15'
SIDE	5'
CORNER	15'

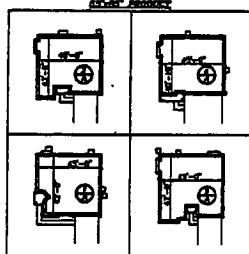
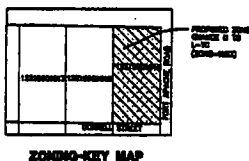
P.A.E.=PEDESTRIAN ACCESS
EASEMENT



STREET SECTIONS



TYPICAL FOOTPRINTS



ACREAGE/DENSITY/LANDSCAPING

55' x 85' LOTS 15.11 GROSS AC.
80 TOTAL LOTS
GROSS DENSITY = 5.98 LOTS/AC
OPEN SPACE = 7.0% (1.06 AC.)
OPEN SPACE = 11% (1.70 AC.)
OPEN SPACE DOES NOT INCLUDE
LANDSCAPE WITHIN ROW.

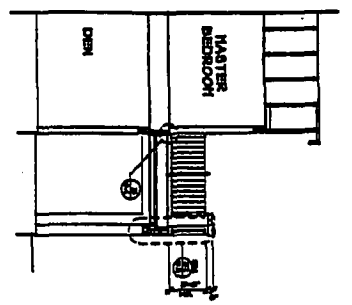
FLOOR AREA RATIO

55' 2.5:1 (40% APPROX. LOT COVERAGE)

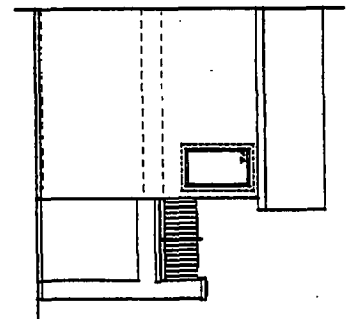
NOTE: SIGNAGE FOR PROPERTY SHALL
CONSIST OF NAME PLATE SIGNAGE ON
BLOCK WALLS AT STRATEGIC
LOCATIONS THROUGHOUT COMMUNITY
NOTE: UTILITY EASEMENTS SHALL BE
GRANTED WHERE REQUIRED

G.C. WALLACE, INC.
Engineers/Planners/Surveyors
1000 SOUTH MAIN STREET, SUITE 100
MILWAUKEE, WISCONSIN 53212 (414) 224-2200

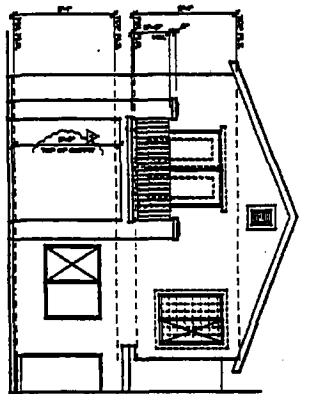
STAFF ROC-2917
9-25-03 PC



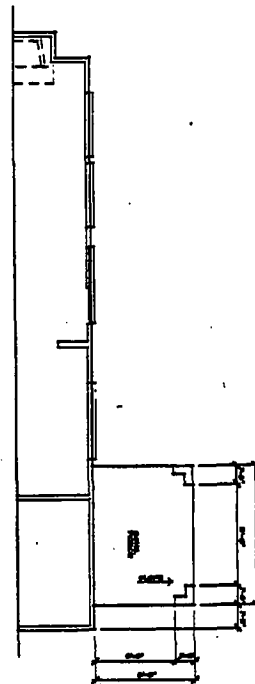
SECTION



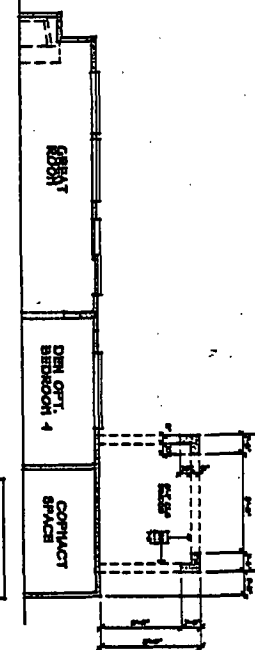
PARTIAL RIGHT



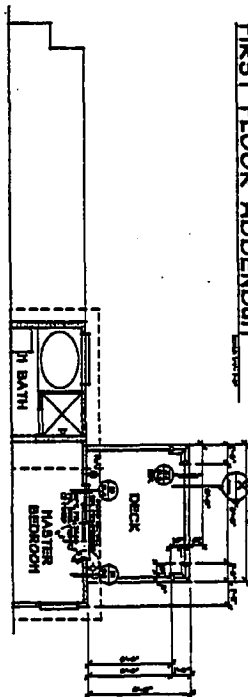
REAR DECK ELEVATION



SLAB INTERFACE ADDENDUM



FIRST FLOOR ADDENDUM

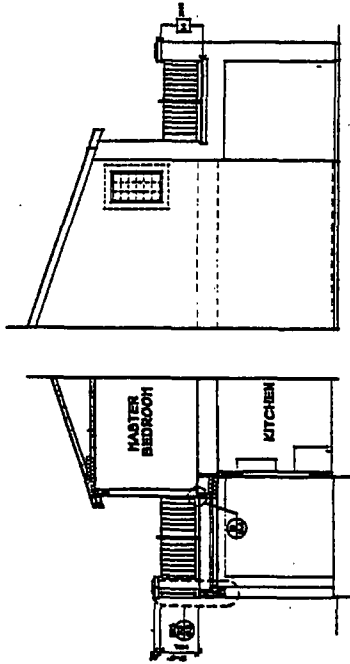


SECOND FLOOR ADDENDUM

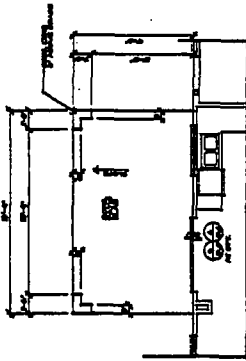
	PLAN 3 DECK OPTION BASSENIAN/LACONI Architectural and Land Planning 1000 Wilshire Blvd. Suite 100 Santa Monica, CA 90401 Tel 310-400-0000	ALISO PARDEE HOMES 1000 Wilshire Blvd. Suite 100 Santa Monica, CA 90401 Tel 310-400-0000	3.12

ROC-2917
9-25-03 PC
STAFF

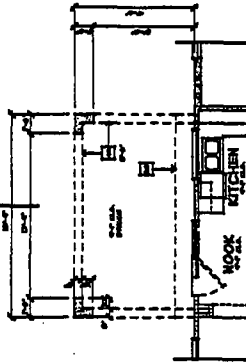
4.12	ALISO PARDEE HOMES	BASSENTIAN/LACON	PLAN 4



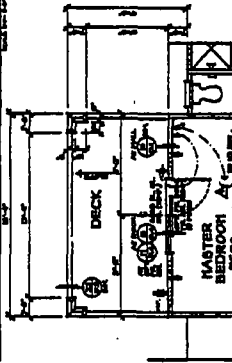
SECTION X PARTIAL RIGHT



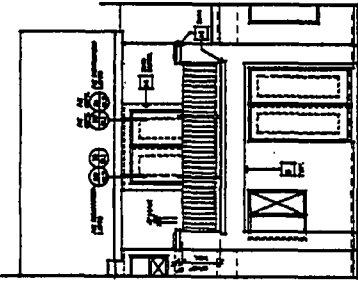
SLAB INTERFACE ADDENDUM



FIRST FLOOR ADDENDUM



SECOND FLOOR ADDENDUM



REAR DECK ELEVATION

STAFF
ROC-2917
9-25-03 PC



ROC-2917 - PARDEE HOMES OF NEVADA
DORRELL LANE AND FORT APACHE ROAD
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/3/03

City of Las Vegas

Agenda Item No. 121

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: ROBERT S. GENZER**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

REVIEW OF CONDITION - PUBLIC HEARING - ROC-2979 - MONTECITO COMPANIES ON BEHALF OF CENTENNIAL 95, LIMITED PARTNERSHIP - Request for a Review of Condition Nos. 1 and 2 of an approved Vacation (VAC-0012-01) of portions of Regena Avenue and Monte Cristo Way, which required a 10-foot easement for Nevada Power Company and required a Clark County Vacation to record concurrently with this Vacation request, Ward 6 (Mack). The Planning Commission (6-0-1 vote) and staff recommend **APPROVAL**

PROTESTS RECEIVED BEFORE:**Planning Commission Mtg.****0****City Council Meeting****0****APPROVALS RECEIVED BEFORE:****Planning Commission Mtg.****0****City Council Meeting****0****RECOMMENDATION:**

The Planning Commission (6-0-1 vote) and staff recommend **APPROVAL**, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

MACK - APPROVED subject to conditions - **UNANIMOUS** with **GOODMAN** abstaining due to co-ownership of a piece of land on 5th Street with **JERRY SNYDER**, a partner in the Montecito Companies, as well as a corporate share owner on the Apex project, by which he may benefit and **BROWN** excused

MINUTES:

MAYOR GOODMAN opened the Public Hearing and declared his abstention.

MATT WERNER, Montecito Companies, 6600 West Charleston, appeared on behalf of the applicant and concurred with all conditions.

COUNCILWOMAN McDONALD congratulated **MR. WERNER** on his recent promotion.

No one appeared in opposition.

There was no further discussion.

*City of Las Vegas***Agenda Item No. 121**

CITY COUNCIL MEETING OF NOVEMBER 5, 2003
Planning and Development Department
Item 121 – ROC-2979

MINUTES – Continued:

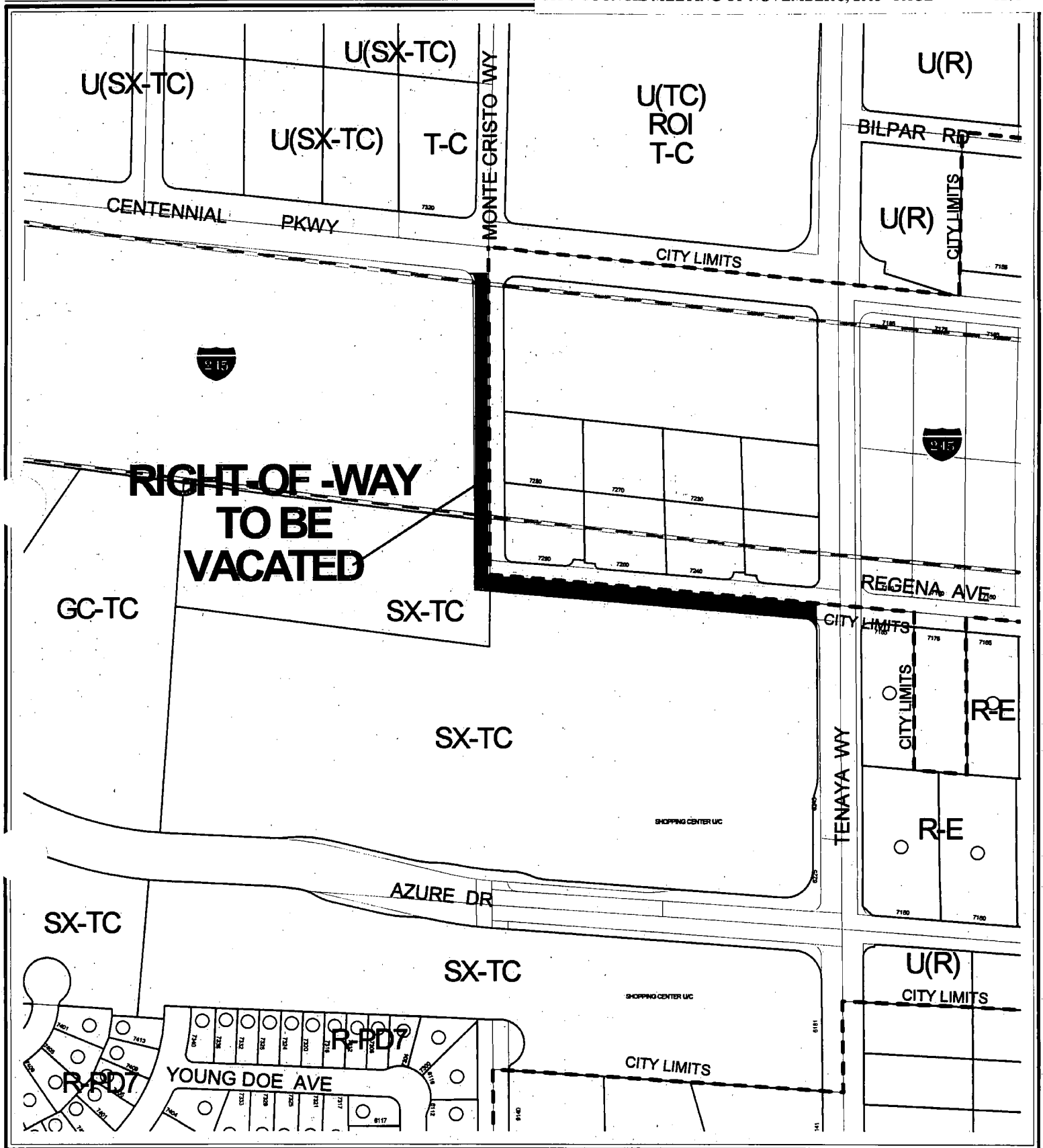
MAYOR PRO TEM REESE declared the Public Hearing closed.

(1:22 – 1:24)

4-432

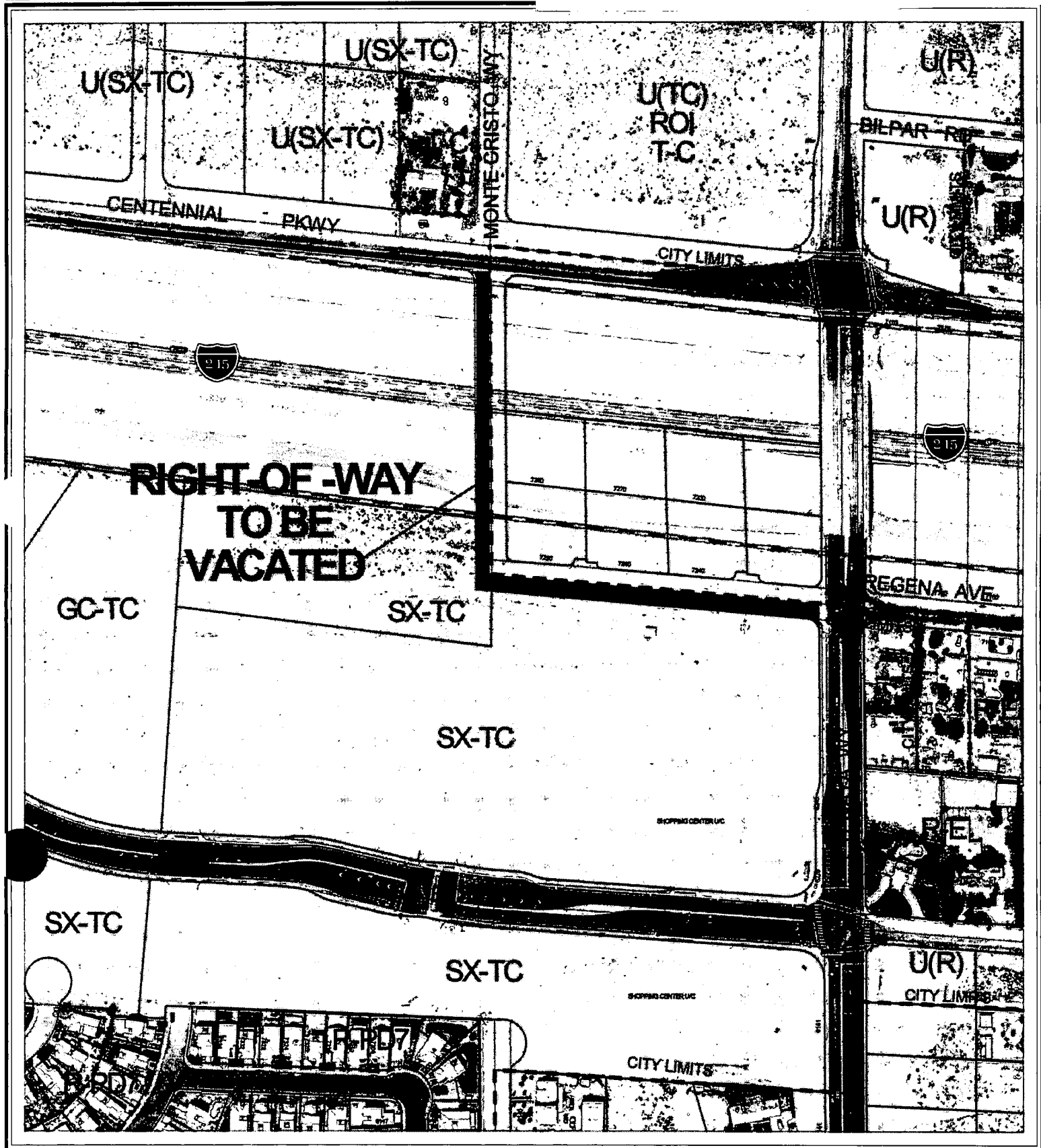
CONDITIONS:

1. Retain a 10-foot wide access easement along the south side of the centerline of Regena Avenue in favor of Clark County and Nevada Power Company
2. Conformance with all previous conditions of approval for VAC-0012-01.

CASE: **ROC-2979**

RADIUS: 1320 FT

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)



CASE: ROC-2979

RADIUS: 1320 FT

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

0 200 400 Feet



*City of Las Vegas***AGENDA MEMO**

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ROC-2979 - MONTECITO COMPANIES ON BEHALF OF
CENTENNIAL 95, LIMITED PARTNERSHIP

**** CONDITIONS ****

The Planning Commission (6-0-1 vote) and staff recommend APPROVAL, subject to:

1. Retain a 10-foot wide access easement along the south side of the centerline of Regena Avenue in favor of Clark County and Nevada Power Company
2. Conformance with all previous conditions of approval for VAC-0012-01.

ROC-2979 - Staff Report Page One
November 5, 2003 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

- The request is for a Review of Condition Numbers One and Two of an approved Petition of Vacation (VAC-0012-01) of portions of Regena Avenue and Monte Cristo Way. Condition Number One requires the reservation of a ten-foot private access easement for Nevada Power Company, and Condition Number Two requires the concurrent recordation of a reciprocal Clark County Petition of Vacation with this application.

B) Applicant's Justification

Clark County is currently in litigation with the property to the north, and final resolution will be delayed for an indefinite amount of time. Because of this, Clark County wishes to delay acting on the County Vacation until the litigation is resolved. It is believed that moving this Vacation forward will be in the public's best interest.

BACKGROUND INFORMATION

A) Previous Actions

- 07/18/01 The City Council approved a Petition of Vacation (VAC-0012-01) to vacate a portion of Regena Avenue between Monte Cristo Way and Tenaya Way, and a portion of Monte Cristo Way between Regena Avenue and Centennial Parkway. The Planning Commission recommended approval on June 14, 2001.
- 08/22/02 The Planning and Development Department approved an Extension of Time [VAC-0012-01(1)] for the approved Petition of Vacation (VAC-0012-01) to vacate a portion of Regena Avenue between Monte Cristo Way and Tenaya Way, and a portion of Monte Cristo Way between Regena Avenue and Centennial Parkway.
- 07/24/03 The Planning and Development Department approved an Extension of Time (EOT-2483) for the approved Petition of Vacation (VAC-0012-01) to vacate a portion of Regena Avenue between Monte Cristo Way and Tenaya Way, and a portion of Monte Cristo Way between Regena Avenue and Centennial Parkway.
- 10/09/03 The Planning Commission voted 6-0-1 to recommend APPROVAL (PC Agenda Item #58).

ROC-2979 - Staff Report Page Two
November 5, 2003 City Council Meeting

DETAILS OF APPLICATION REQUEST

The request is for a Review of Condition Numbers One and Two of the original Vacation request (VAC-0012-01) approved by the City Council on July 18, 2001. Condition Number One required the reservation of a ten-foot private access easement for Nevada Power Company along the south side of the centerline of Regena Avenue. The applicant is requesting relief from this requirement. Condition Number Two required that this Petition of Vacation be recorded concurrently with a reciprocal Vacation within Clark County. Due to litigation Clark County is engaged in, it will not be possible to comply with this condition, and the applicant is requesting that the condition be removed to allow the separate recordation of the two Vacations.

ANALYSIS

A) *Public Works discussion*

Public Works recommends denial of the Review of Condition Number One of VAC-0012-01, to allow relief from the requirement to provide a ten-foot private access easement for Nevada Power Company along the south side of the centerline of Regena Avenue and forty feet wide west of the Monte Cristo Way centerline being ten feet wide on the south side and thirty feet wide on the north side of the extension of the Regena Way Centerline. Clark County has requested that this condition remain, and that they be included in the beneficiaries of the easement, and Public Works supports their request.

Public Works has no objection to the Review of Condition Number Two of VAC-0012-01, which requires a Clark County Vacation to record concurrently with this vacation request. It is understood that Clark County is currently in litigation with the property to the north, final resolution of which will be delayed for an indeterminate amount of time. Because of this, Clark County wishes to delay acting on the County Vacation until the litigation is resolved. Staff has received correspondence from Clark County recommending separating the two Vacations, and allowing the City Vacation to record first, subject to retaining a 10-foot wide easement in favor of Clark County, and Nevada Power Company providing a 40-foot wide access to the proposed Nevada Power substation to the west, and to pave such access.

PLANNING COMMISSION ACTION

The Planning Commission upon recommendation of the Public Works Department amended Condition #1 as shown.

NOTICES MAILED 2 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING &
DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC-2979 APN: 125-27-101-027
 Name of Property Owner: Centennial 95, LP
 Name of Applicant: Montecito Companies, LLC

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?

X 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: Mayor Goodman

Partner(s): Jerome Snyder

APN: Various

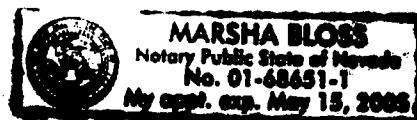
Signature of Property Owner/Authorized Agent: [Signature]

Print Name: Frank Nielsen

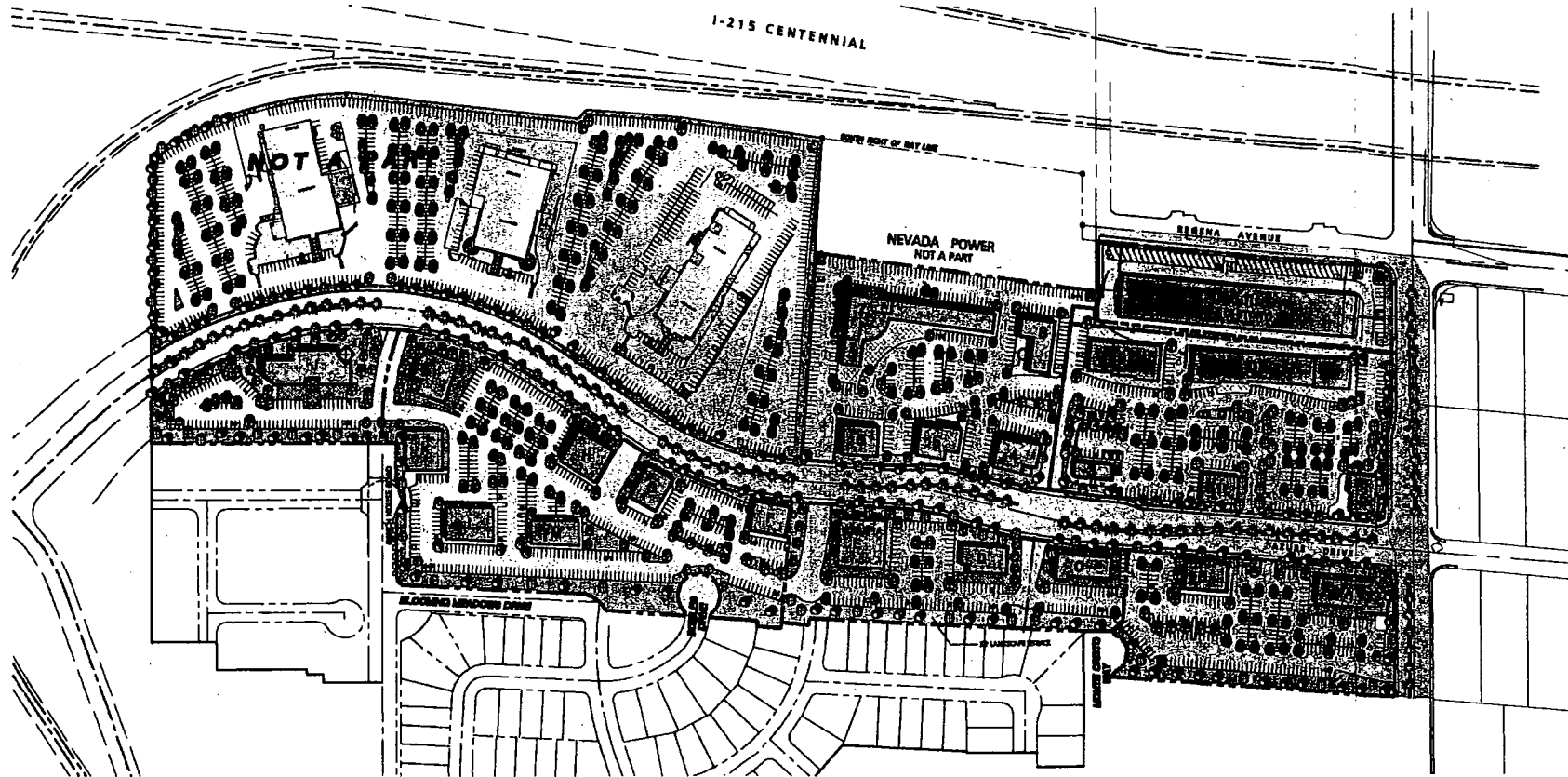
Subscribed and sworn before me

This 29 day of August, 2003

Marsha Bloss
 Notary Public in and for said County and State



TENAYA VILLAGE CENTER AND AUTO MALL

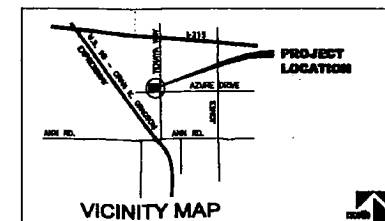
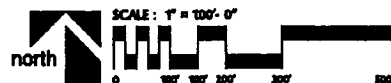


A 60 ACRE MASTER PLANNED PROJECT

BY MONTECITO COMPANIES, LLC

CASE	ROC-2979
OCT 9 2003	
PC	ADMIN. HO

STAFF



THIS PLAN HAS BEEN PREPARED WITHOUT BENEFIT OF A COMPLETE SURVEY. IT IS CONCEPTUAL IN NATURE AND NO GUARANTEE OF ITS ACCURACY IS IMPLIED.
PRELIMINARY - NOT FOR CONSTRUCTION

ARCHITECTURAL DESIGN SITE PLAN

PR

3380 Howard Hughes Pkwy.
Suite 450
Las Vegas, Nevada 89169
702-892-8580
702-892-8514 fax

www.pandoc.com

Corporate Office
Long Beach, CA

Regional Office:
Newport Beach, CA
Washington, DC
Las Vegas, NV

MONTECITO
COMPANIES

6600 W. Charleston Blvd. Suite 26
Las Vegas, NV 89146
(702) 777-6822 Fax: (702) 893-0433
www.montecitocompanies.com

Parkoviz-Ruth
ARCHITECTS

NWC Tenaya & Azure
LAS VEGAS, NEVADA

Revisions

Date	07/22/03
Drawn By	Tech
Checked By	DS
Project No.	03-0043
File Name	034-07-09.dwg
Scale	1" = 100'

SITE PLAN

SP-201



ROC-2979 - MONTECITO COMPANIES ON BEHALF OF CENTENNIAL 95, LIMITED PARTNERSHIP
PORTIONS OF REGENA AVENUE AND MONTE CRISTO WAY
OCTOBER 9, 2003 PLANNING COMMISSION

9/15/03



ROC-2979 - MONTECITO COMPANIES ON BEHALF OF CENTENNIAL 95, LIMITED PARTNERSHIP
PORTIONS OF REGENA AVENUE AND MONTE CRISTO WAY
OCTOBER 9, 2003 PLANNING COMMISSION

9/15/03

City of Las Vegas

Agenda Item No. 122

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: NOVEMBER 5, 2003

DEPARTMENT: PLANNING & DEVELOPMENT**DIRECTOR: ROBERT S. GENZER**☐ CONSENT ☒ DISCUSSION**SUBJECT:**

MASTER SIGN PLAN - PUBLIC HEARING - MSP-2881 - JONES MEDIA, INC. ON BEHALF OF SANTA FE STATION, INC. - Request for a Master Sign Plan to add additional signs to an existing hotel/casino (Santa Fe Station) at 4949 North Rancho Drive (APN: 125-34-801-001), C-2 (General Commercial) Zone, Ward 6 (Mack). The Planning Commission (6-1 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

1
1

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
0

RECOMMENDATION:

The Planning Commission (6-1 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report
4. Submitted after final agenda – Abeyance request by Kummer Kaempfer Bonner & Renshaw
5. Submitted after final agenda – Protest letter from Anne M. Johnson and Scott Loe
6. Submitted after final agenda – Concern letter from Judy Fenner, Pueblo At Santa Fe HOA
7. Submitted after final agenda – Amended abeyance request by Kummer Kaempfer Bonner & Renshaw

MOTION:

REESE – Motion to **HOLD IN ABEYANCE** Item 158 [ZON-2849], Item 159 [VAR-2855], and Item 160 [SDR-2850] to 11/19/2003, Item 122 [MSP-2881], Item 161 [ZON-2918], and Item 162 [EOT-2623] to 12/17/2003 and Item 153 [ZON-2457] and Item 154 [SDR-2458] to 1/7/2004 – **UNANIMOUS** with L.B. McDONALD abstaining on Item 122 [MSP-2881] because she serves as an outside director for Station Casinos and this Item will affect Santa Fe Station

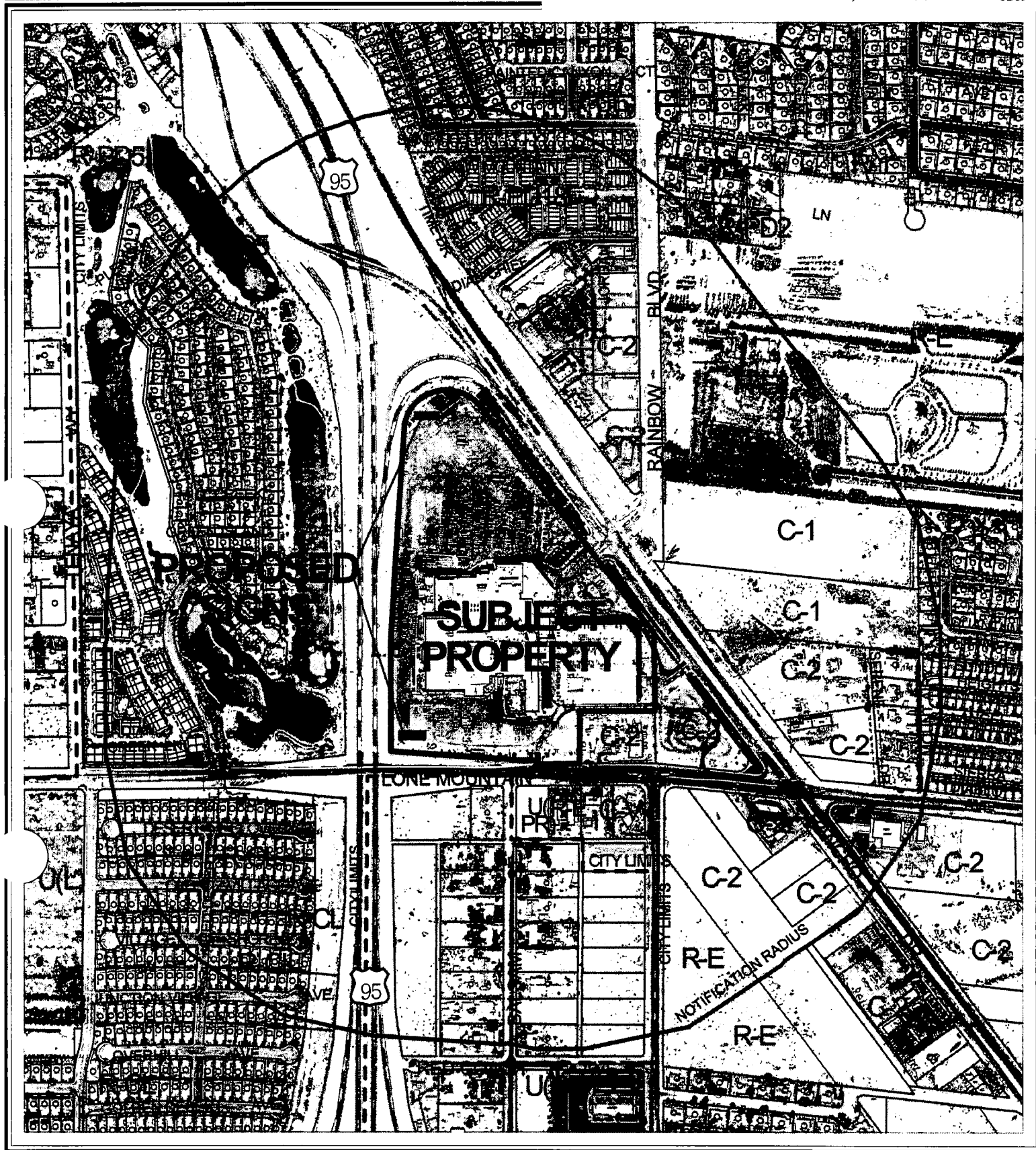
MINUTES:

There was no discussion.

(1:08 – 1:13)

4-1





CASE: MSP-2881

RADIUS: 1320 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: PLANNING AND DEVELOPMENT****ITEM DESCRIPTION: MSP-2881 - JONES MEDIA INC. ON BEHALF OF SANTA FE STATION, INC.**

**** CONDITIONS ****

The Planning Commission (6-1 vote) and staff recommend DENIAL. If Approved, subject to:

Planning and Development

1. The proposed signs shall utilize the same decorative bases and surrounds as the existing freestanding signs, and shall contribute to a harmonious visual theme for all signage on the property. The decorative bases and surrounds shall be reviewed and approved by the Planning and Development Department.
2. The new signs shall not be used for off-premise advertising.
3. The proposed signs shall conform to the height requirements for freestanding signs as listed in Title 19.14.060(F).
4. All signage shall have proper permits obtained through the Building and Safety Department.
5. Any additional modifications to the Master Sign Plan shall required approval in accordance with Title 19.14.130.

Public Works

6. Site development to comply with all applicable conditions of approval for Zoning Reclassification Z-32-85 and all other subsequent site-related actions.
7. Signs shall not be located within public right-of-way, existing or proposed public sewer or drainage easements, or interfere with Site Visibility Restriction Zones.

MSP-2881 - Staff Report Page One
November 5, 2003 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

This is a request to amend an approved Master Sign Plan to add additional signs to an existing hotel/casino at 4949 North Rancho Drive.

B) Applicant's Justification

The applicant has stated that the additional signage will not have an adverse impact on the surrounding area, that similar on-premise signs have been approved in the past, and that the signage will not display any off-premise advertising.

BACKGROUND INFORMATION

A) Previous Actions

- 06/19/85 The City Council approved a Rezoning (Z-0032-85) request from R-E (Residence Estates) and C-2 (General Commercial) to C-2 (General Commercial) for the subject property. The Planning Commission recommended approval of the action at their meeting of June 13, 1985.
- 03/15/89 The City Council approved a Special Use Permit (U-0182-88) for the development of a hotel and casino.
- 08/10/98 The city Council approved a Site Development Plan [Z-0032-85(9)] for a three-story parking garage on the subject property.
- 10/12/00 Planning Commission approved a Site Development Plan [Z-0032-85(10)] for a four-story parking garage on the subject property.
- 12/07/00 Planning Commission approved a Site Development Plan [Z-0032-85(12)] for a temporary reduction in the amount of on-site landscaping and in the amount of on-site parking.
- 09/19/01 City Council approved a Master Sign Plan (MSP-0008-01) for the property, and approved a Review of Condition [Z-0032-85(14)] relative to allowing signage on the northeast face of the parking garage. The Planning Commission recommended approval of the requests at their meeting of August 9, 2001.
- 12/22/01 The Planning and Development Department administratively approved a Site Development Plan [Z-0032-85(13)] for a 27,300 square foot addition to the existing hotel and casino.

MSP-2881 - Staff Report Page Two
November 5, 2003 City Council Meeting

09/25/03 The Planning Commission voted 6-1 to recommend DENIAL (PC Agenda Item #33).

B) Pre-Application Meeting

07/28/03 At the pre-application meeting, staff requested clarification regarding the size and square footage of the existing freestanding signs on the property.

C) Neighborhood Meeting

A neighborhood meeting is not required as part of this application.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 35.17 acres

B) Existing Land Use

Subject Property: Hotel/Casino

North: Commercial Center, U.S. 95 Interchange

South: Service Station Use, Fire Station, Office Use, Child Care Facility, Single-Family Use

East: Sexually-Oriented Business Use, Auto Repair Use, Undeveloped

West: U.S. 95, Golf Course Use

C) Planned Land Use

Subject Property: GC (General Commercial)

North: GC (General Commercial)

South: O (Office), P (Parks/Recreation/Open Space), PF (Public Facilities)

East: SC (Service Commercial)

West: R.O.W (Right-of-Way), P (Parks/Recreation/Open Space)

D) Existing Zoning

Subject Property: C-2 (General Commercial)

North: C-2 (General Commercial)

South: C-V (Civic), R-E (Residence Estates), U (Undeveloped), and Unincorporated Clark County

East: C-2 (General Commercial)

West: U.S. 95, R-PD5 (Residential Planned Development)

E) General Plan Compliance

The property is designated GC (General Commercial) by the Centennial Hills General Plan. The GC (General Commercial) designation permits retail, service, wholesale, office and other general business uses of an intense commercial character.

MSP-2881 - Staff Report Page Three
November 5, 2003 City Council Meeting

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan		X
Special Overlay District		X
Study Area		X
Rural Preservation Neighborhood		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

The property is not subject to any special districts or zones

MASTER SIGN PLAN REQUIREMENTS FOR ON-PREMISE SIGNAGE		
THRESHOLD	YES	NO
Non-Residential project with a site larger than 15 acres	X	
Non-Restricted Gaming Establishment	X	

A Master Sign Plan is required due to the fact that the property is over 15 acres in size and is utilized for a non-restricted casino.

ANALYSIS

A) Zoning Code Compliance

The applicant has requested to amend the existing Master Sign Plan to allow the construction of two billboard signs on the west side of the property facing U.S. 95. The billboard signs will only be used to advertise the casino, and will not be used for off-premise advertising. The sign to be installed at the northwest corner of the site will have an overall height of 50 feet, and the sign at the southwest corner of the site will have an overall height of 68 feet. Both signs will be double-sided, with a sign area of 672 square feet on each side. No changes will be made to any of the existing signage on the site as part of this request.

A1) Residential Protection Standards

The proposed signs will be located further than 300 feet to the nearest residential property, and will not be subject to Residential Protection Standards.

A2) Sign Standards

Pursuant to Title 19.14, the following Sign Standards apply to the subject proposal:

Freestanding Signs: (2 New, 2 Existing)

Standards	Allowed	Provided	Conforms
Maximum Number	1/200' Street Frontage 1600'/ U.S. 95 8 total 2200'/Rancho 11 Total	3 – U.S. 95 1 – Rancho	Y Y
Maximum Area	3200 SF/U.S. 95 4400 SF/Rancho	2819 SF 1696 SF	Y Y

MSP-2881 - Staff Report Page Four
November 5, 2003 City Council Meeting

Maximum Height	40'	68' (#1 New) 50' (#2-New) 74.5' (#1-Existing) 79.5' (#2-Existing)	N N N N
Minimum Setback	5 Feet	5 Feet	Y
Separation	100 Feet	Approx. 700 Feet	Y
Illumination	Internal, External, Animated, Electronic Message ²	Internal and external (existing); External (proposed)	Y Y

The proposed freestanding signs will conform to the maximum number of signs permitted, area, setback, separation, and illumination requirements. The proposed signs do not conform to height limitations.

B) General Analysis and Discussion

The two new billboard signs will be installed facing U.S. 95, and will not be used to display off-premise signage. Consequently, the new signage will be subject to the regulations pertaining to free-standing signs, rather than being considered under the requirements for Off-Premise Signs.

The addition of two new free-standing signs along the U.S. 95 frontage of the property would be permitted under the sign regulations contained in Title 19, and the combined sign area of the new signs and the existing signs also conforms to City requirements. In addition, the signs will conform to the setback and minimum separation requirements. The proposed signs exceed the 40-foot height limit permitted in the C-2 (General Commercial) zoning district; however both of the existing freestanding signs also exceed the height limit.

The purpose of a Master Sign Plan is to ensure appropriate relationships between buildings and signage, encourage architecturally integrated signage, emphasize central identification signage rather than multiple freestanding signs, and reduce sign clutter. The proposed signs will not be architecturally compatible with the existing freestanding signs or the principal structure, and detract from the overall visual theme of the property. The proposed signs also violate the objective of reduced sign clutter by adding additional freestanding signs instead of combining the signs into a single visual display.

PLANNING COMMISSION ACTION

One person spoke in protest of the application at the Planning Commission hearing.

NOTICES MAILED 733 by Planning Department

APPROVALS 0

PROTESTS 1



STATEMENT OF FINANCIAL INTEREST

Name of Applicant: Jones Media, 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: _____

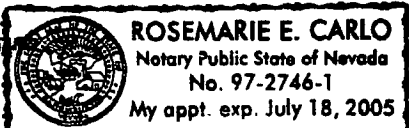
Signature of Property Owner/Authorized Agent

Print Name: Glenn C. Christensen, Sr. Vice President

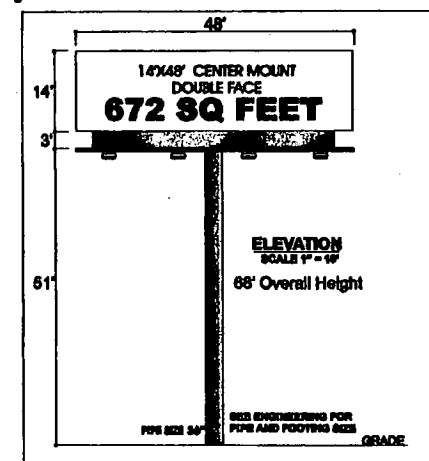
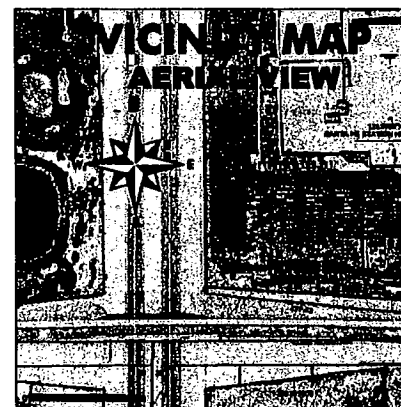
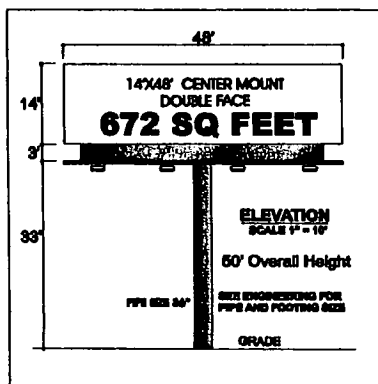
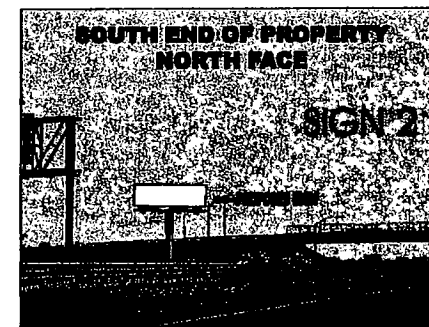
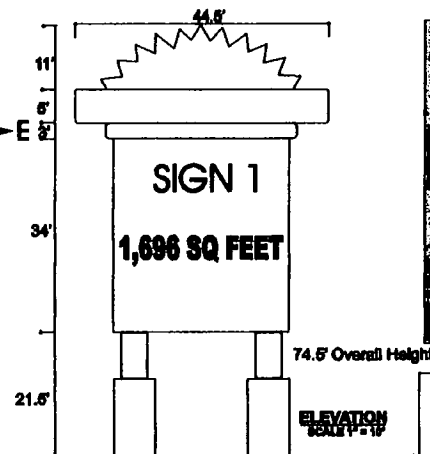
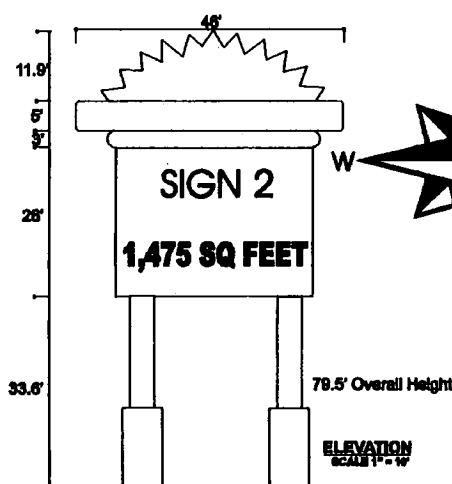
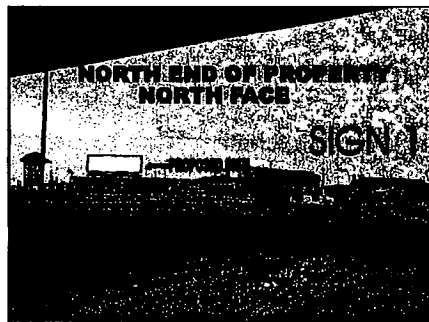
Subscribed and sworn before me

This 18th day of July, 2023

Rosemarie C. Pauls
Notary Public in and for said County and State.



Adams Application Packer/Sortment of Financial Interest, Inc.



SIGN ANALYSIS TABLE

PROPOSED ON PREMISE SIGN 1
14'X48' MONOPOLE
HEIGHT 50'
4 HOLOPHANE FRONT LIGHT
TOTAL SIGN AREA 672
PROPOSED ON PREMISE SIGN 2
14'X48' MONOPOLE
HEIGHT 68'
4 HOLOPHANE FRONT LIGHT
TOTAL SIGN AREA 672

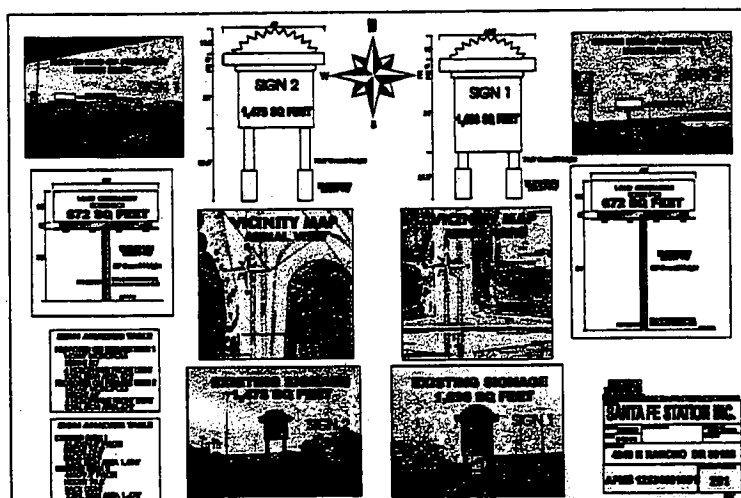
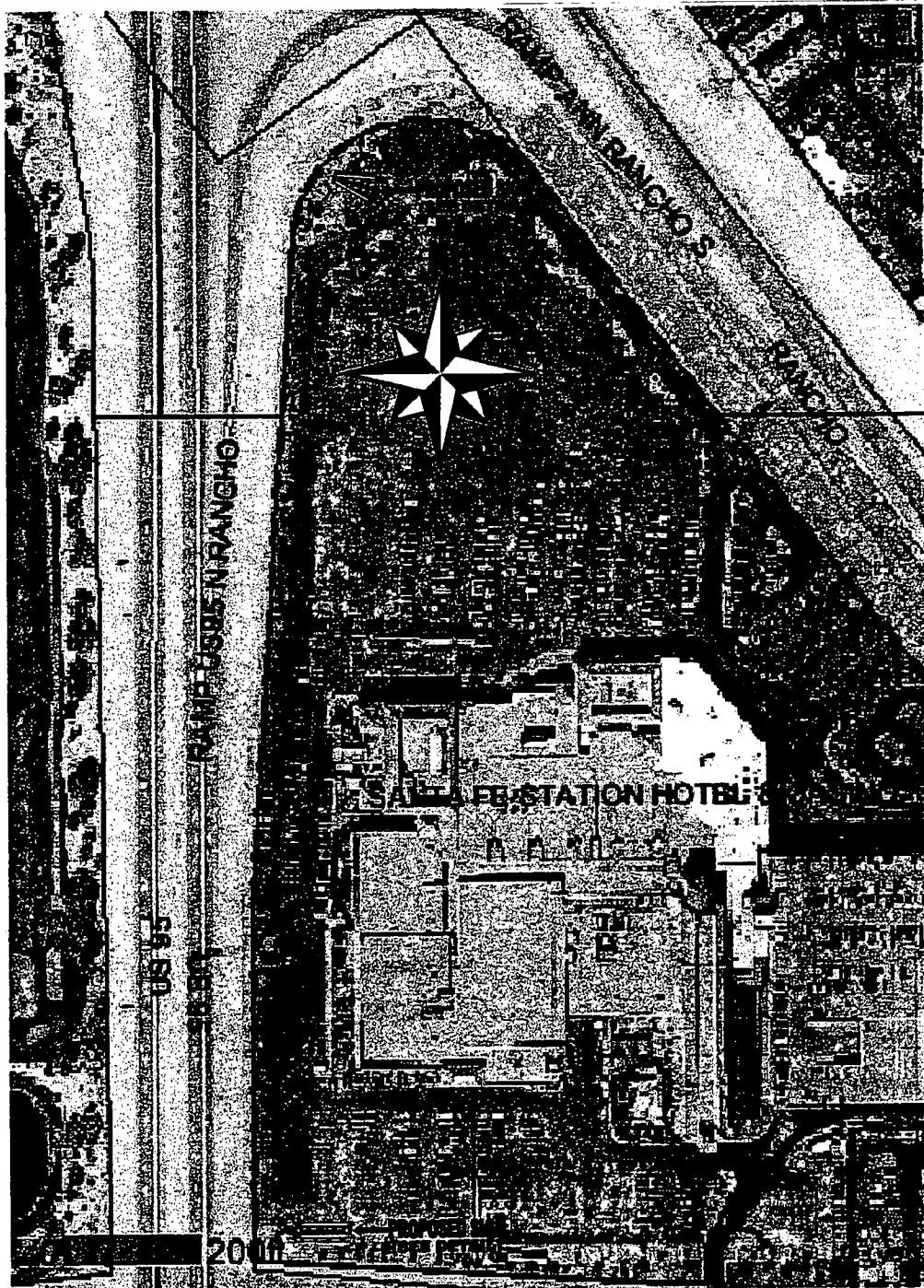
SIGN ANALYSIS TABLE

EXISTING SIGN 1
44.5'X74.5' PYLON
HEIGHT 74.5'
BACK LIGHT
TOTAL SIGN AREA 1,696'
EXISTING SIGN 2
46'X79.5' PYLON
HEIGHT 79.5'
BACK LIGHT
TOTAL SIGN AREA 1,475'



JONES
1111 N. RANCHO DR. SUITE 100 LAS VEGAS, NV 89111 702-445-0072
OWNER
SANTA FE STATION INC.
SCALE: NOTED APPROVED BY: DRAWN BY: FOR JONES
DATE: 8-10-03 DESIGNED: DRIVEN:
LOCATION:
4949 N RANCHO DR 89108
DRAWING NUMBER:
APN# 12534801001 201

STAFF MSP-2881
9-25-03 PC



MSP-2881

STAFF 9-25-03 PC



MSP-2881 - JONES MEDIA INC. ON BEHALF OF SANTA FE STATION, INC.
4949 NORTH RANCHO DRIVE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/3/03



MSP-2881 - JONES MEDIA INC. ON BEHALF OF SANTA FE STATION, INC.
4949 NORTH RANCHO DRIVE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/3/03



MSP-2881 - JONES MEDIA INC. ON BEHALF OF SANTA FE STATION, INC.
4949 NORTH RANCHO DRIVE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/3/03



MSP-2881 - JONES MEDIA INC. ON BEHALF OF SANTA FE STATION, INC.
4949 NORTH RANCHO DRIVE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/3/03



MSP-2881 - JONES MEDIA INC. ON BEHALF OF SANTA FE STATION, INC.
4949 NORTH RANCHO DRIVE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/3/03



**MSP-2881 - JONES MEDIA INC. ON BEHALF OF SANTA FE STATION, INC.
4949 NORTH RANCHO DRIVE
SEPTEMBER 25, 2003 PLANNING COMMISSION**

9/3/03

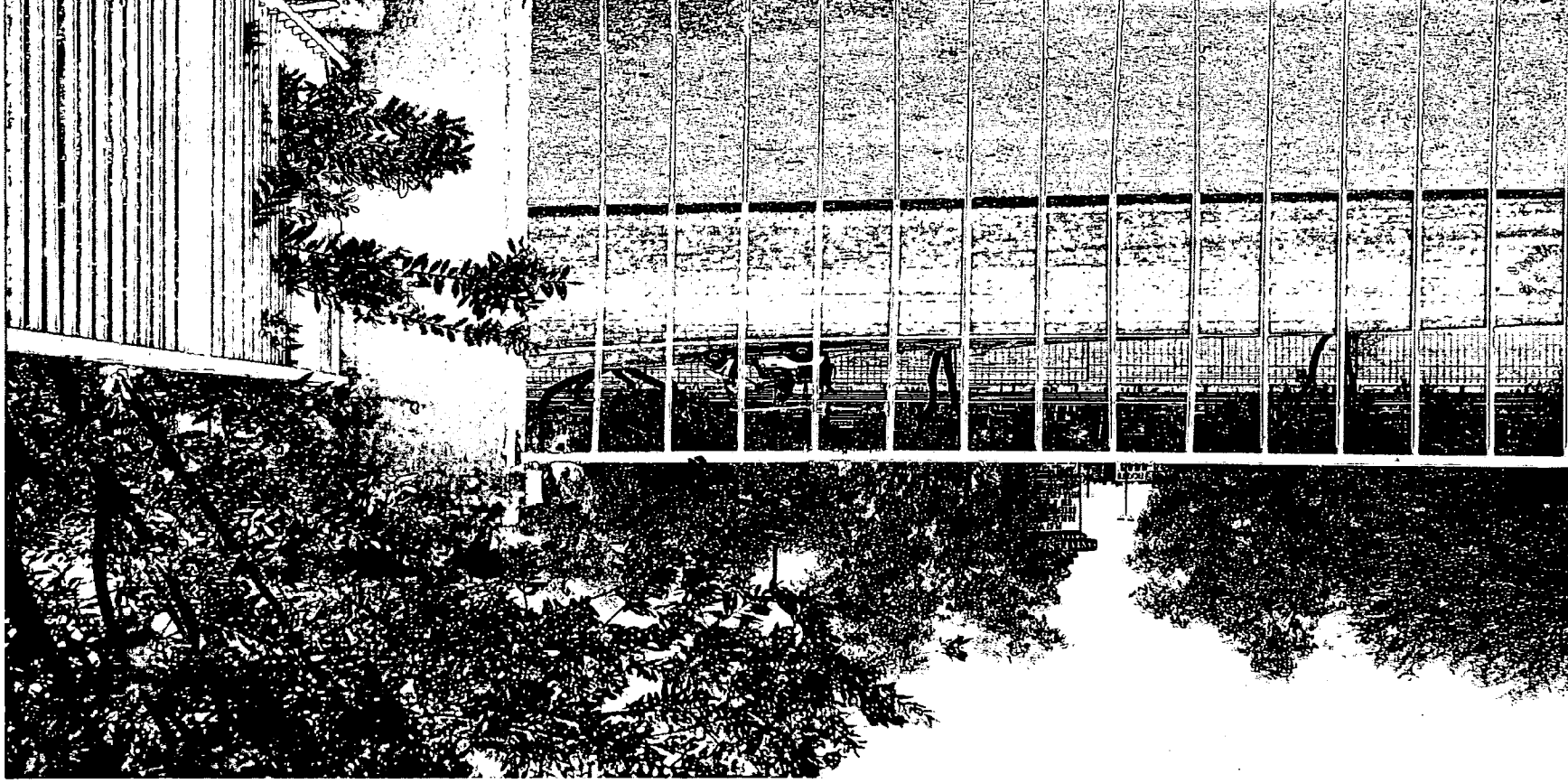


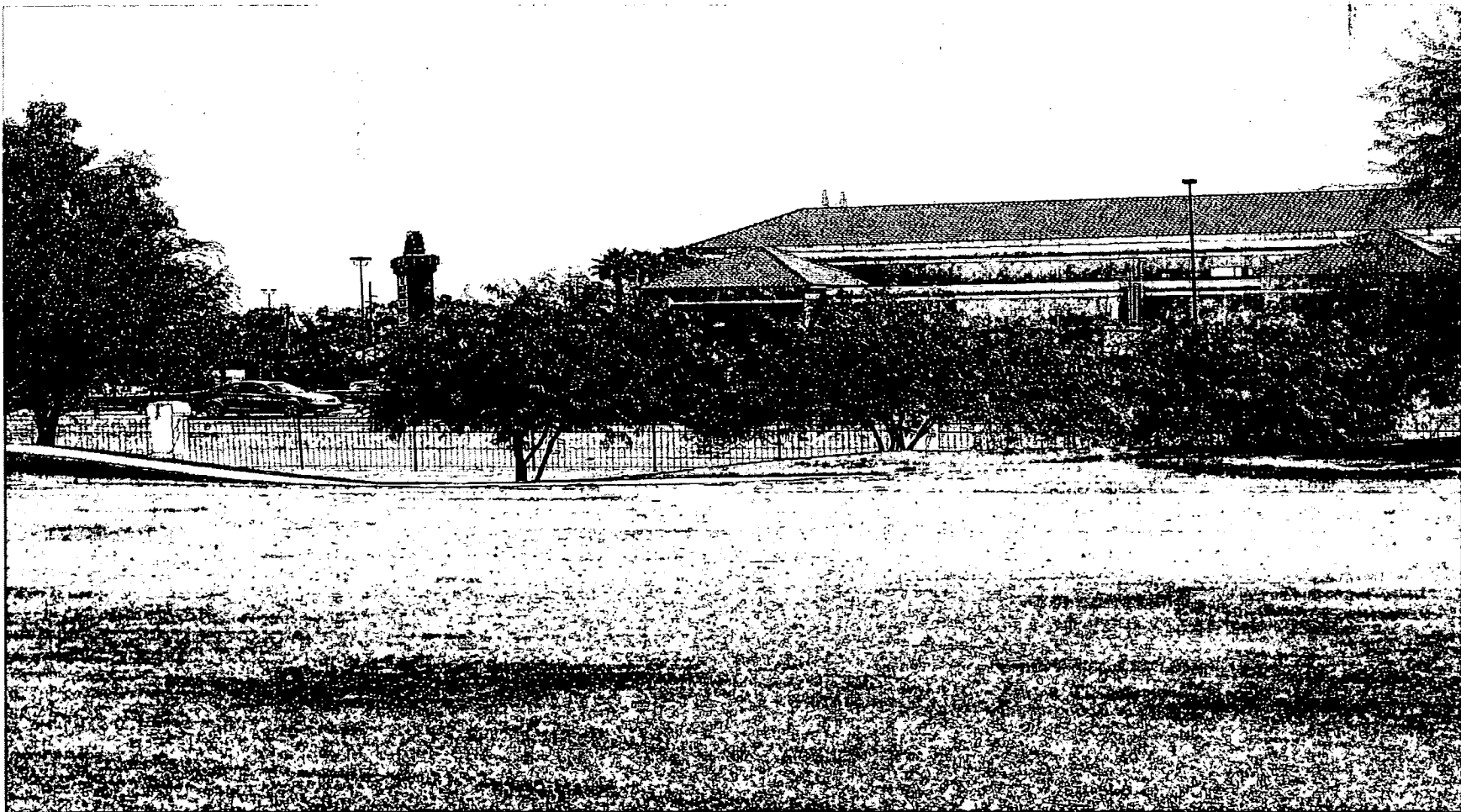
MSP-2881 - JONES MEDIA INC. ON BEHALF OF SANTA FE STATION, INC.
4949 NORTH RANCHO DRIVE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/3/03

9/3/03

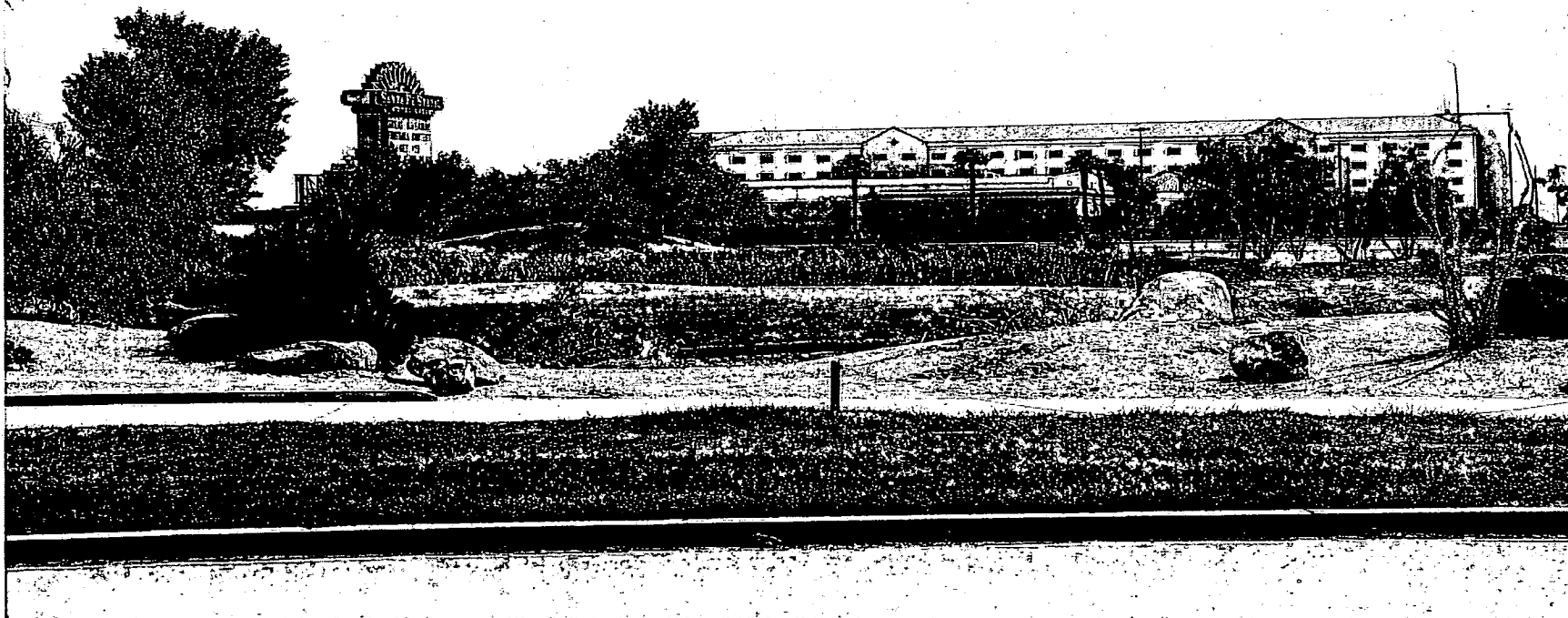
WSP-2881 - JONES MEDIA INC. ON BEHALF OF SANTA FE STATION, INC.
4949 NORTH RANCHO DRIVE
SEPTEMBER 25, 2003 PLANNING COMMISSION





MSP-2881 - JONES MEDIA INC. ON BEHALF OF SANTA FE STATION, INC.
4949 NORTH RANCHO DRIVE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/3/03



MSP-2881 - JONES MEDIA INC. ON BEHALF OF SANTA FE STATION, INC.
4949 NORTH RANCHO DRIVE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/3/03

KUMMER KAEMPFER BONNER & RENSHAW
ATTORNEYS AT LAW

3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, Nevada 89109-0907

Tel: 702.792.7000
Fax: 702.796.7181
www.kkbr.com

RUSSELL M. ROWE
rowe@kkbr.com

November 4, 2003

VIA FACSIMILE
385-7268

David Clapsaddle
PLANNING & DEVELOPMENT
City of Las Vegas
731 S. Fourth Ave.
Las Vegas, NV 89101

Re: MSP-2881

Dear Mr. Clapsaddle:

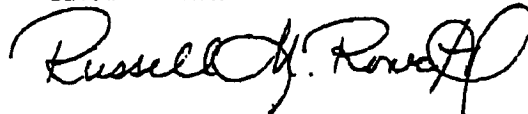
Please disregard our letter dated November 3, 2003, concerning the above-referenced item.

Per Councilman Mack's office, we would like to request that this item be held until the City Council meeting on December 17, 2003.

Thank you for your assistance with this matter. Please call me should you have any questions or need any additional information.

Sincerely,

KUMMER KAEMPFER BONNER & RENSHAW



Russell M. Rowe

RMR/hm

cc: Leni Skaar, Liaison to Councilman Michael Mack
Tom Jones, Jones Media

Submitted after final agenda

Date 11/5/03 Item #122

RECEIVED
CITY CLERK
2003 NOV -5 A 9:19

SCOTT A. LOE
ANNE M. JOHNSON

RECEIVED
CITY CLERK

2003 NOV -3 A 11: 22

October 30, 2003

City Clerks Office
400 Stewart Avenue
Las Vegas, NV 89101

Protest

Dear City Clerk:

We are writing to share our concerns with City Council, for the November 5, 2003 Council session, regarding MSP-2881. This master sign request for the addition of two billboards was initially presented to the Planning Commission by Jones Media on behalf of Santa Fe Station on September 25, 2003.

We are residents in the Pueblo at Sante Fe condominium community located immediately north of the Santa Fe Station on Rainbow Boulevard. As such, we are vigilant concerning proposals that will impact the environmental experience of our neighborhood.

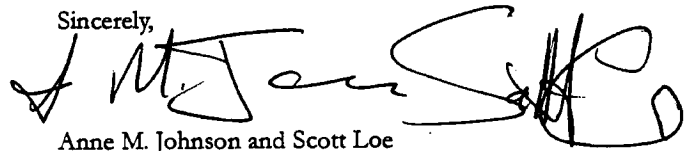
The first proposal, MSP-2881, was denied by the Planning Commission for being inappropriate. Per standard protocol, Jones Media will be presenting a revised proposal at the November 5 session. Our goal is to cultivate an appropriate and quality aesthetic for our neighborhood. In doing so, we believe we are being a good neighbor to the Santa Fe Casino, and ask them to rise to the same standard.

Please consider the following as you review their presentation:

- The current Santa Fe free-standing signage is a marquee type with a subdued and commercial appearance. (Two signs total)
- The current signage is clearly visible from US95, Rancho and Rainbow Boulevard. Why is more signage even necessary?
- The Sante Fe Casino property is in a transition area between commercial and residential zones. It currently does and should continue to reflect the subdued development style appropriate to this area.
- The original proposal for a billboard signage type disrupts the current more upscale presentation of the casino and adjacent property from the US95 and Rancho vantage points.
- Existing billboard space is available in the vicinity. Again, why is more signage even necessary?
- Any additional signage, if approved, should be in keeping with the style and scale of the existing signage.

Thank you for the Council's consideration of this issue.

Sincerely,



Anne M. Johnson and Scott Loe

cc: Councilman Michael Mack, Ward Six

**Pueblo at Santa Fe Homeowners Association
C/o Old West Realty
4855 W. Desert Inn Rd.
Las Vegas, Nevada 89102
(702) 362-6252**

October 29, 2003

**City Clerk
400 Stewart
Las Vegas, Nevada 89101**

RE: MS2881 November 5, 2003 Hearing

RE: Hearing for signs for Santa Fe Hotel

2003 OCT 30 P 2:41

RECEIVED
CITY CLERK

To whom it may concern,

We do not object to the signs, however we would hope that the height requirements would be low and the type that lends itself to our area of residential.

Thank you.


**Judy Fenner MGR
Pueblo At Santa Fe HOA**

Submitted after final agenda

Date 10/30/2003 Item # 22

KUMMER KAEMPFFER BONNER & RENSHAW
ATTORNEYS AT LAW

3600 Howard Hughes Parkway
Seventh Floor
Las Vegas, Nevada 89109-0907

Tel: 702.792.7000
Fax: 702.796.7181
www.kkbr.com

RUSSELL M. ROWE
rowe@kkbr.com

November 3, 2003

VIA FACSIMILE
385-7268

David Clapsaddle
PLANNING & DEVELOPMENT
City of Las Vegas
731 S. Fourth Ave.
Las Vegas, NV 89101

Re: MSP-2881

Dear Mr. Clapsaddle:

This office represents the applicant with respect to the above-referenced application. We respectfully request that the application be placed in abeyance for 30 days from the Nov. 5, 2003 City Council meeting to the Dec. 3, 2003 meeting. The applicant needs additional time to revise the elevations for the proposed signs.

Thank you for your kind assistance with this matter. Please call me should you have any questions or need any additional information.

Sincerely,

KUMMER KAEMPFFER BONNER & RENSHAW



Russell M. Rowe

RMR/hlm

cc: Leni Skaar, Liaison to Councilman Michael Mack
Tom Jones, Jones Media

RECEIVED
CITY CLERK
2003 NOV -4 A 8:41

Submitted after final agenda

Date 11/4/2003 Item #122

City of Las Vegas

Agenda Item No. 123

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: ROBERT S. GENZER**☐**CONSENT**☒**DISCUSSION****SUBJECT:**

WAIVER OF TITLE 18 - PUBLIC HEARING - WVR-2899 - NEVADA HOMES GROUP ON BEHALF OF DAY STAR VENTURES, LIMITED LIABILITY COMPANY - Request for a waiver to Title 18.12.160 to allow 187.5 feet between street intersections where 220 feet is the minimum distance separation required adjacent to the east side of Durango Drive, approximately 340 feet north of Grand Teton Drive (APN: 125-09-401-005, 013 and 014), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to R-PD6 (Residential Planned Development - 6 Units Per Acre)], Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:**Planning Commission Mtg.****0****City Council Meeting****0****APPROVALS RECEIVED BEFORE:****Planning Commission Mtg.****0****City Council Meeting****0****RECOMMENDATION:**

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

MACK - APPROVED subject to conditions - UNANIMOUS with BROWN excused

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

BRENT WILSON, 2727 South Rainbow Boulevard, appeared on behalf of the applicant and concurred with the conditions.

No one appeared in opposition.

There was no discussion.

MAYOR GOODMAN declared the Public Hearing closed.

(1:24 - 1:26)

4-498

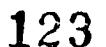
*City of Las Vegas***Agenda Item No. 123**

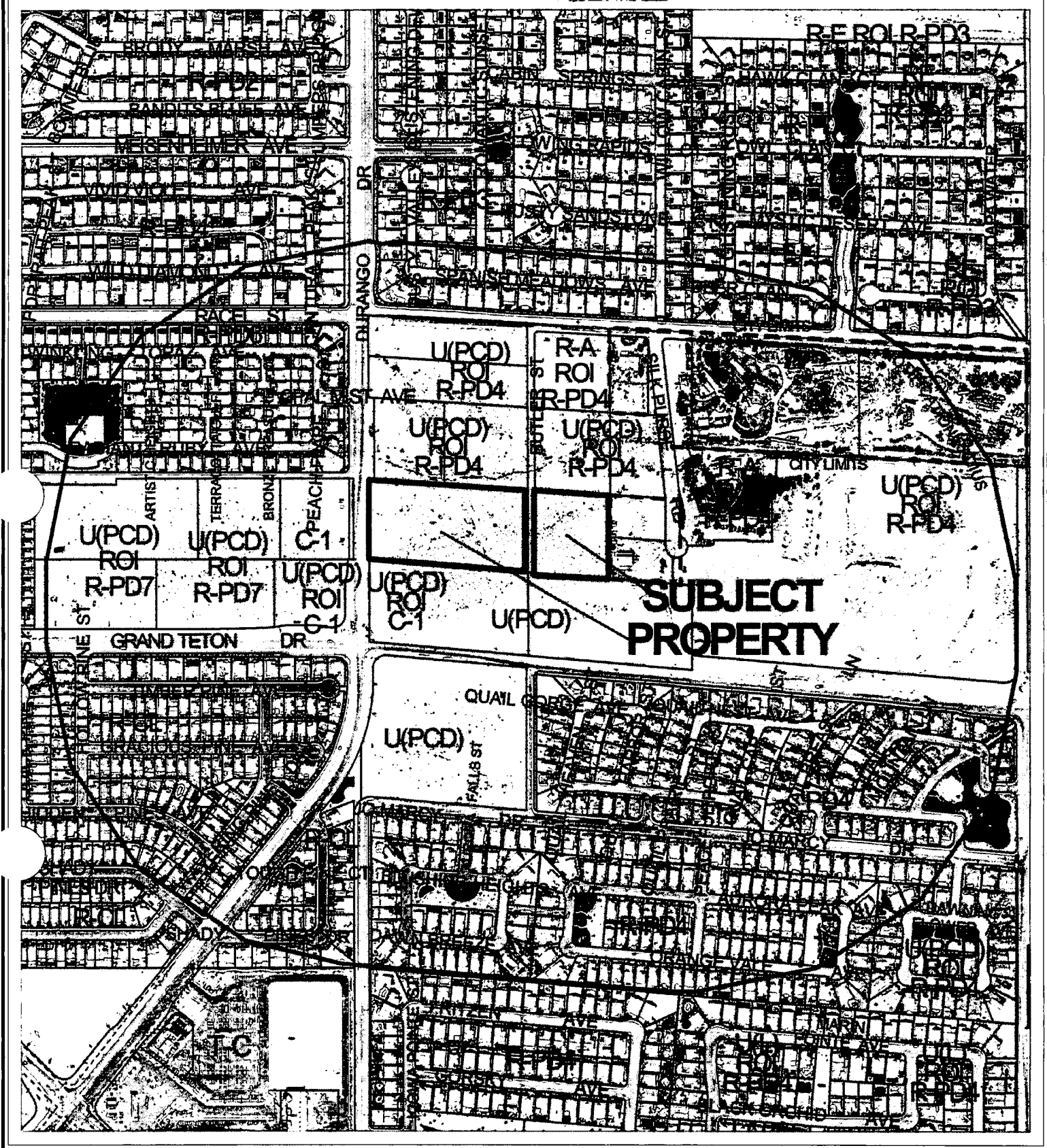
CITY COUNCIL MEETING OF NOVEMBER 5, 2003
Planning and Development Department
Item 123 – WVR-2899

CONDITIONS:

Planning and Development

1. All development shall conform to the Conditions of Approval for Rezoning (ZON-1718), Site Development Plan Review (SDR-1719) and Tentative Map (TMP-2460).
2. All City Code requirements and design standards of all City departments must be satisfied.





CASE: WVR-2899

RADIUS: 1320 FT

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO R-PD6 (RESIDENTIAL PLANNED DEVELOPMENT - 6 UNITS PER ACRE)

0 400 800 Feet



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: WVR-2899 - NEVADA HOMES GROUP ON BEHALF OF
DAY STAR VENTURES, LIMITED LIABILITY COMPANY**

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. All development shall conform to the Conditions of Approval for Rezoning (ZON-1718), Site Development Plan Review (SDR-1719) and Tentative Map (TMP-2460).
2. All City Code requirements and design standards of all City departments must be satisfied.

WVR-2899 - Staff Report Page One
November 5, 2003 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST

A) Action Requested

This request is for a waiver to Title 18.12.160 to allow 187.5 feet between street intersections where 220 feet is the minimum distance separation required adjacent to the east side of Durango Drive, approximately 340 feet north of Grand Teton Drive.

B) Applicant's Justification

The applicant's justification letter states that the proposed waiver is close to the minimum required standards as outlined by Title 18.12.160. The applicant is proposing an intersection separation of 187.50 feet where 220 feet is the minimum required. Also, it is expected that the number of southbound left turns into the development will be minimal.

BACKGROUND INFORMATION

A) Previous Actions

- 04/16/03 The City Council approved a Rezoning (ZON-1718) From: U (Undeveloped) [PCD (Planned Community Development) General Plan Designation] To: R-PD6 (Residential Planned Development - 6 Units Per Acre) Zone and a Site Development Plan Review (SDR-1719) for a proposed 48-lot Single-Family Residential Development on 8.02 acres adjacent to the east side of Durango Drive, approximately 340 feet north of Grand Teton Drive. The Planning Commission recommended approval.
- 07/10/03 The Planning Commission approved a Tentative Map (TMP-2460) for a 48-lot Single-Family Residential Subdivision on 8.01 acres adjacent to the east side of Durango Drive, approximately 340 feet north of Grand Teton Drive.
- 09/25/03 The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #34).

B) Pre-Application Meeting

A pre-application meeting was not required as part of this application.

C) Neighborhood Meetings

A neighborhood meeting was not required as part of this application.

WVR-2899 - Staff Report Page Two
November 5, 2003 City Council Meeting

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Gross Acres: 8.02

B) *Existing Land Use*

Subject Property: Undeveloped
North: Undeveloped
South: Undeveloped
East: Undeveloped and Single-Family Dwelling
West: Undeveloped

C) *Planned Land Use*

Subject Property: PCD (Planned Community Development)
North: PCD (Planned Community Development)
South: PCD (Planned Community Development)
East: PCD (Planned Community Development)
West: PCD (Planned Community Development)

D) *Existing Zoning*

Subject Property: U (Undeveloped) Zone under Resolution of Intent to R-PD6 (Residential Planned Development – 6 Units Per Acre).
North: U (Undeveloped) Zone under Resolution of Intent to R-PD4 (Residential Planned Development – 4 Units Per Acre).
South: U (Undeveloped) Zone under Resolution of Intent to C-1 (Limited Commercial).
East: Unincorporated Clark County
West: C-1 (Limited Commercial)

E) *General Plan Compliance*

The site is designated as PCD (Planned Community Development) in the Centennial Hills Sector Plan of the General Plan. The PCD (Planned Community Development) land use category allows a mix of residential uses that maintain an average overall density range of two to eight dwelling units per gross acre, depending upon compatibility with adjacent uses. In addition, commercial, public facilities, and office projects may be used as buffers within the PCD (Planned Community Development). The approved single-family development project is in conformance with this designation.

PROJECT DESCRIPTION

Site Development Plan Review (SDR-1719), and Tentative Map (TMP-2460) approved the proposed subdivision layout, including the entrance drive location. The entrance drive in question, Amtrak Avenue, is approximately 187.50 feet south of Ackerman Street along Durango Drive.

WVR-2899 - Staff Report Page Three
November 5, 2003 City Council Meeting

ANALYSIS

A) *Zoning Code Compliance*

A1) Development Standards

Pursuant to Title 18.12.160, the following Development Standards apply to the subject proposal:

Intersections – Length

Any intersection of any street that provides external access from a subdivision to any existing or planned street abutting the subdivision which has a right-of-way of sixty feet or more shall be offset from any other intersection by at least two hundred twenty feet, measured from centerline to centerline. Intersections of streets providing service internally within a subdivision, where they do not intersect arterial or major streets, shall be offset a minimum of one hundred twenty-five feet.

B) *Analysis and Findings*

Under Site Development Plan Review (SDR-1719), and Tentative Map (TMP-2460) the proposed subdivision layout was approved, including the location of the entrance drive. Several conditions were placed on the project to ensure an orderly and compatible project. The decreased intersection length was established with no objection from the Department of Public Works. The current waiver request matches the previously approved plans, therefore, approval is being recommended for this waiver request. All other design issues and development standards as established under Site Development Plan Review (SDR-1719), and Tentative Map (TMP-2460) are required to be fully complied with. Any proposed modification to previously approved conditions would require a separate review of condition request.

NOTICES MAILED 523 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **WVR-2899** APN: 125-09-401-005 & 014

Name of Property Owner: Day Star Ventures L.L.C.

Name of Applicant: Nevada Homes Group

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: _____

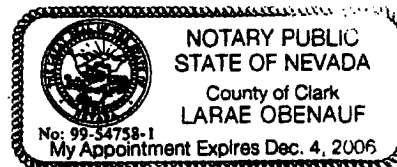
Partner(s): _____

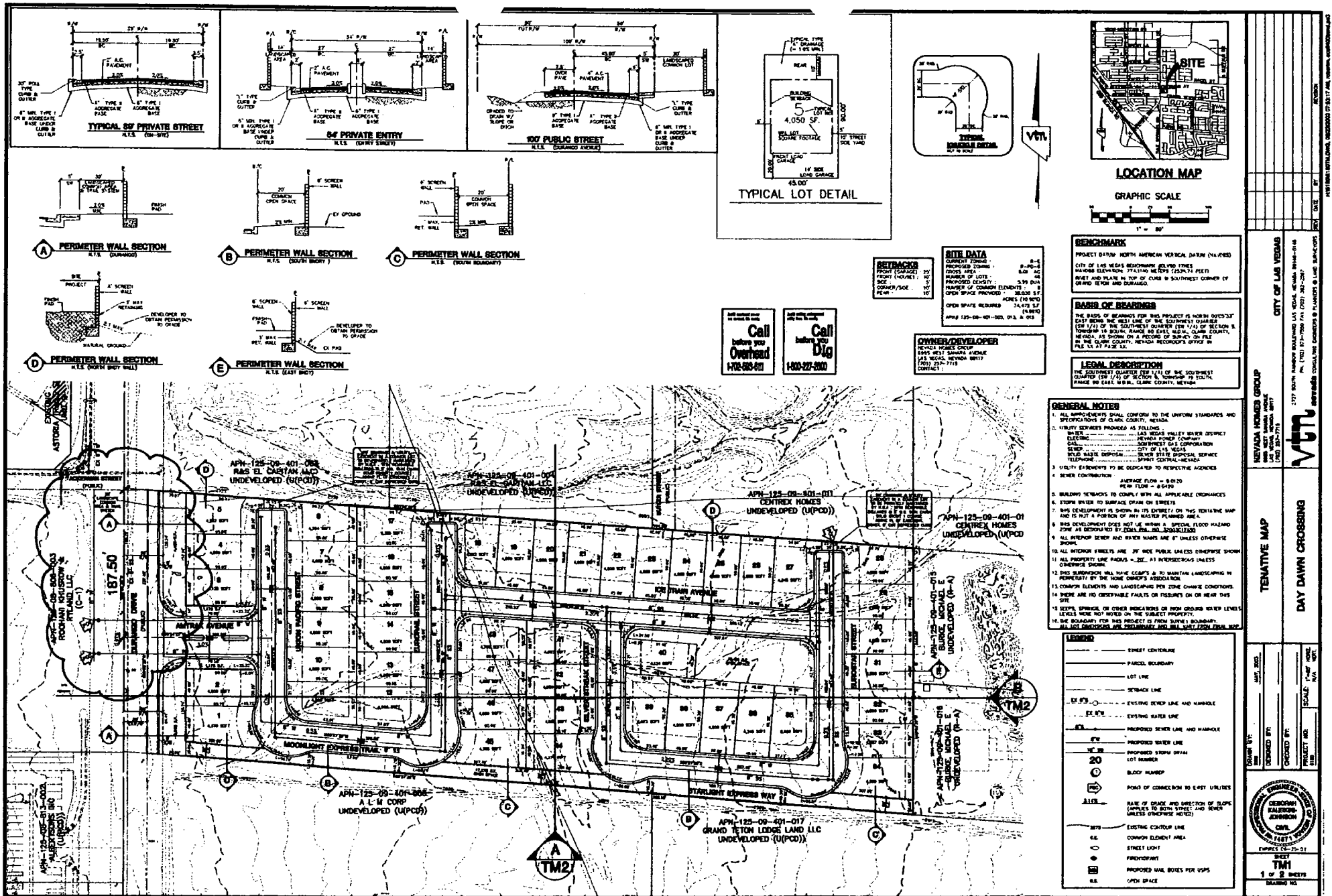
APN: _____

Signature of Property Owner/Authorized Agent:**Print Name:**

Subscribed and sworn before me

This 22 day of July, 2003
Lafae Oberauf
 Notary Public in and for said County and State







WVR-2899 - NEVADA HOMES GROUP ON BEHALF OF DAY STAR VENTURES, LIMITED LIABILITY COMPANY
EAST SIDE OF DURANGO DRIVE, APPROXIMATELY 340 FEET NORTH OF GRAND TETON DRIVE
SEPTEMBER 25, 2003 PLANNING COMMISSION

9/3/03

City of Las Vegas

Agenda Item No. 124

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT**CITY COUNCIL MEETING OF: NOVEMBER 5, 2003****DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: ROBERT S. GENZER**☐ **CONSENT** ☒ **DISCUSSION****SUBJECT:**

VACATION - PUBLIC HEARING - VAC-2838 - CONCORDIA HOMES OF NEVADA, INC. - Petition to Vacate U.S. Government Patent Reservations generally located south of Deer Springs Way, west of El Capitan Way, Ward 6 (Mack). The Planning Commission (7-0 vote) and staff recommend **APPROVAL**

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.
City Council Meeting

0
0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend **APPROVAL**, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

MACK - APPROVED subject to conditions - **UNANIMOUS** with **BROWN** excused

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

BRENT WILSON, 2727 South Rainbow Boulevard, appeared on behalf of the applicant and concurred with the conditions.

No one appeared in opposition.

There was no discussion.

MAYOR GOODMAN declared the Public Hearing closed.

(1:24 - 1:25)

4-534

*City of Las Vegas***Agenda Item No. 124**

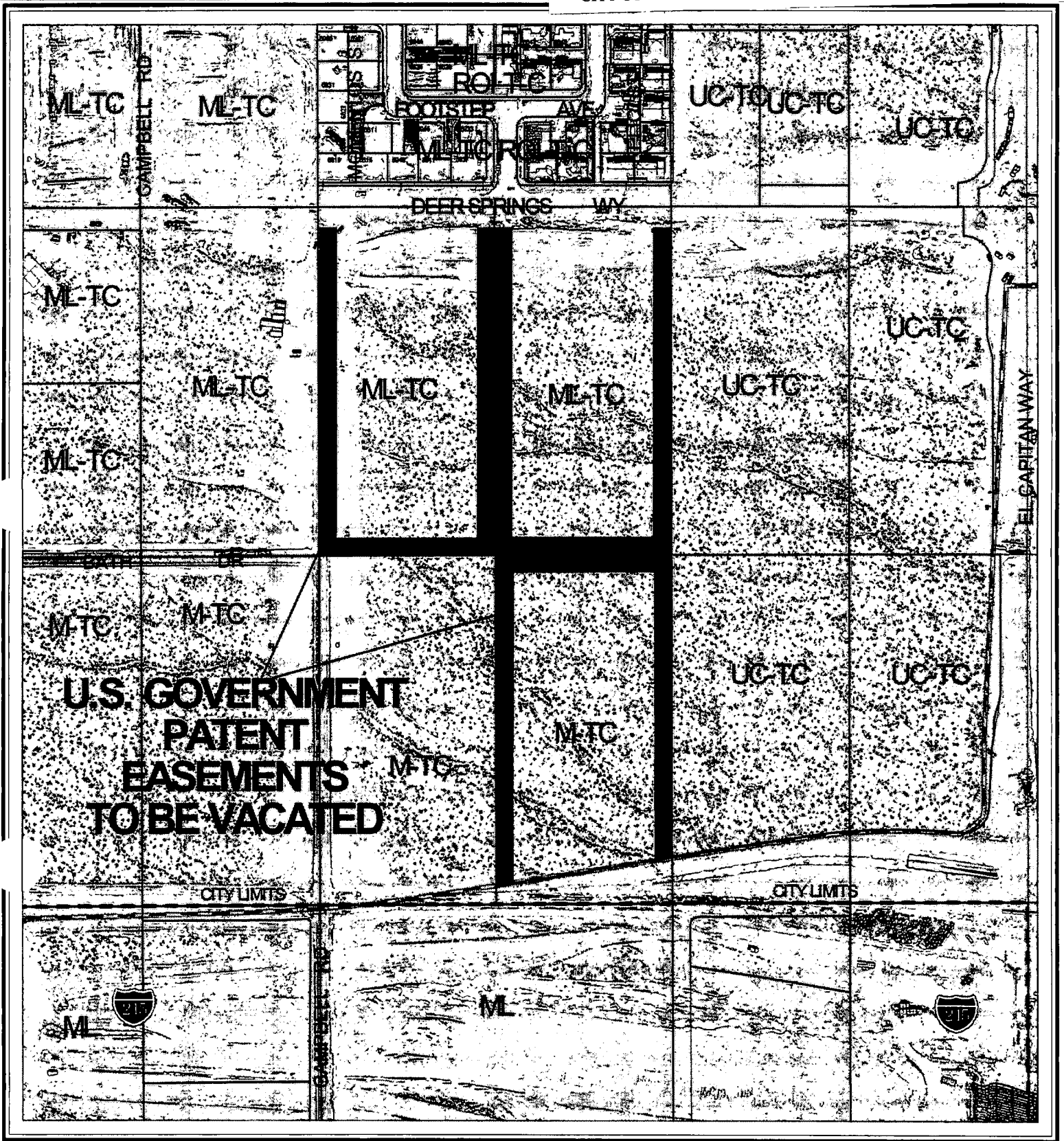
CITY COUNCIL MEETING OF NOVEMBER 5, 2003
Planning and Development Department
Item 124 – VAC-2838

CONDITIONS:

1. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the vacation of these U.S. Government Patent Reservations. The drainage studies required by Z-0069-02 may be used to satisfy this condition provided that it addresses the area proposed to be vacated. The vacation request shall be modified to conform to the approved Drainage Plan and Technical Drainage Studies as required by the Department of Public Works.
2. Prior to the recordation of an Order of Relinquishment of Interest all public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense, or such modifications shall be guaranteed by provision of sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas.
3. The Order of Relinquishment of Interest shall not be recorded until all of the above conditions have been met. 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.
4. If the Order of Relinquishment of Interest is not recorded within one (1) year after approval by the City Council and the Planning and Development Director does not grant an Extension of Time, then approval will terminate and a new petition must be submitted.



124 N



0 100 200 Feet

CASE: VAC-2838



*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: NOVEMBER 5, 2003****DEPARTMENT: PLANNING AND DEVELOPMENT****ITEM DESCRIPTION: VAC-2838 - CONCORDIA HOMES OF NEVADA, INC.**

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

1. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the vacation of these U.S. Government Patent Reservations. The drainage studies required by Z-0069-02 may be used to satisfy this condition provided that it addresses the area proposed to be vacated. The vacation request shall be modified to conform to the approved Drainage Plan and Technical Drainage Studies as required by the Department of Public Works.
2. Prior to the recordation of an Order of Relinquishment of Interest all public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense, or such modifications shall be guaranteed by provision of sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas.
3. The Order of Relinquishment of Interest shall not be recorded until all of the above conditions have been met. 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.
4. If the Order of Relinquishment of Interest is not recorded within one (1) year after approval by the City Council and the Planning and Development Director does not grant an Extension of Time, then approval will terminate and a new petition must be submitted.

VAC-2838 - Staff Report Page One
November 5, 2003 City Council Meeting

**** STAFF REPORT ****

APPLICATION REQUEST

A) *Action Requested*

This request is to vacate U.S. Government Patent Reservations generally located south of Deer Springs Way, west of El Capitan Way.

B) *Applicant's Justification*

The applicant's justification letter states that the reservations are no longer necessary and this Vacation will allow development of single-family homes on this property.

BACKGROUND INFORMATION

A) *Previous Actions*

- 11/06/02 The City Council approved a request for a Rezoning (Z-0069-02) to T-C (Town Center) and a Site Development Plan Review [Z-0069-02(1)] for a 142 lot single-family development on a portion of this site. The Planning Commission recommended approval on September 12, 2002.
- 09/11/03 The Planning Commission voted to abey this item at the applicant's request in order to meet with the Department of Public Works to resolve concerns regarding a condition of approval.
- 10/09/03 The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #20).

DETAILS OF APPLICATION REQUEST

The subject Vacation proposes to vacate U. S. Government Patent Reservations located in the Northeast Quarter (NE¼) of the Southwest Quarter (SW¼) of Section 20, Township 19 South, Range 60 East.

ANALYSIS

A) *Planning discussion*

The applicant intends to incorporate the U. S. Government Patent Reservations into the adjacent parcels for development. This request is appropriate, as the subject reservations are not needed and will not result in reduced access or reduced traffic handling capability for the area.

VAC-2838 - Staff Report Page Two
November 5, 2003 City Council Meeting

B) *Public Works discussion*

The Department of Public Works has no objection to this request.

PLANNING COMMISSION ACTION

Condition #3 was amended by the Planning Commission at the recommendation of the Public Works Department.

NOTICES MAILED 5 by City Clerk

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-2838** APN: 125-20-301-006 & 007

Name of Property Owner: Concordia Homes

Name of Applicant: Concordia Homes

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: _____

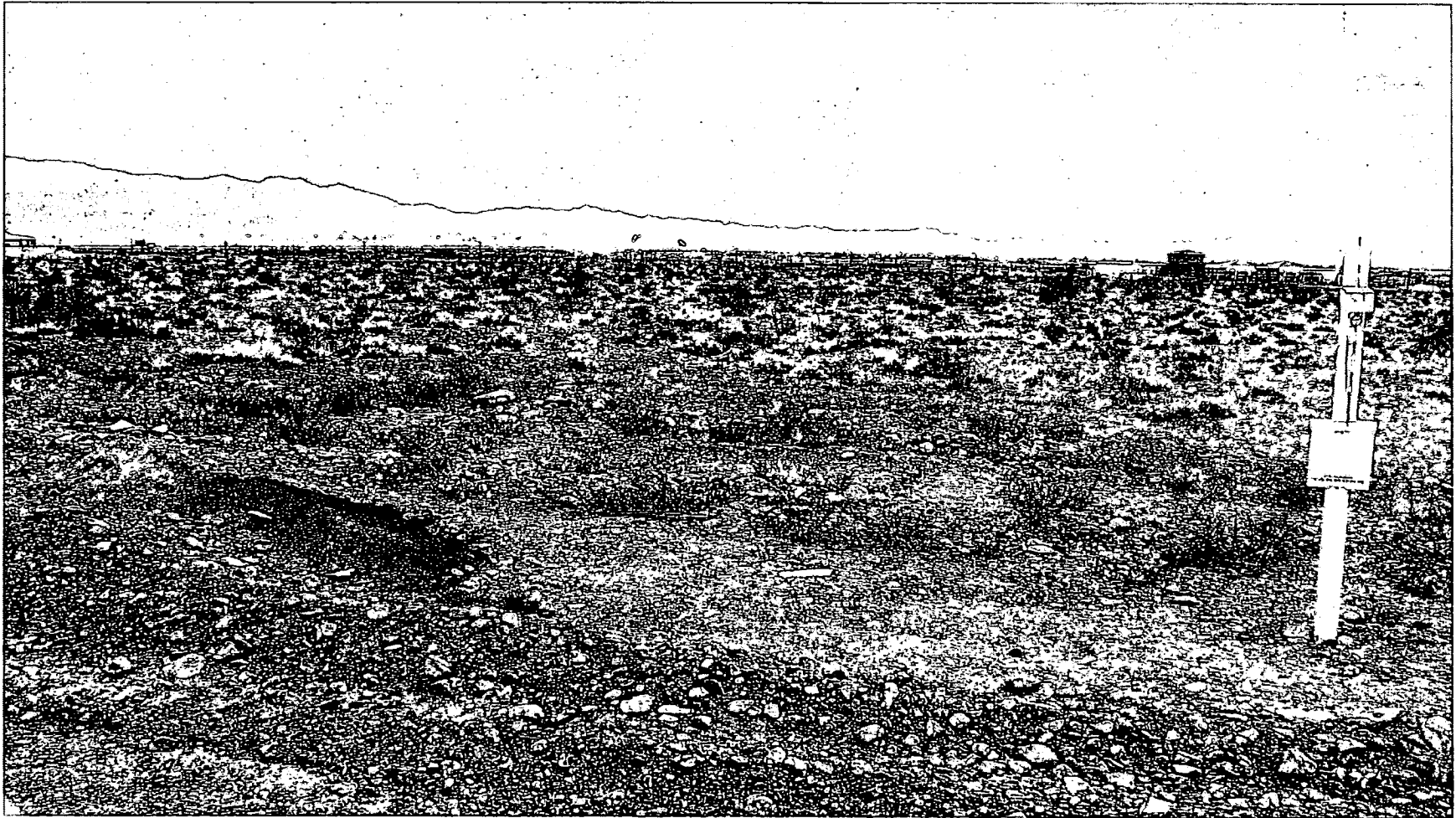
Signature of Property Owner/Authorized Agent:

Print Name:

Subscribed and sworn before me

This 30th day of January, 2008

Michelle Labrie
Notary Public in and for said County and State



VAC-2838 - CONCORDIA HOMES OF NEVADA, INC.
SOUTH OF DEER SPRINGS WAY, WEST OF EL CAPITAN WAY
OCTOBER 9, 2003 PLANNING COMMISSION

8/22/03