City of Las Vegas

Agenda Item No. 50

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, Islands Summerlin/Anaheim Hills, LP, dba Islands Fine Burgers & Drinks, 10810 West Charleston Boulevard, Islands Summerlin, LLC, Gen Ptnr, 25%, Islands Anaheim Hills, LLC, Gen Ptnr, 25%, Islands Restaurants, Ltd Ptnr, Mgr, Class B Mmbr, 80%, Douglas E. Kollus, Class A Mmbr, 10%, Michael B. Smith, Class A Mmbr, 4%, Reiko L. Matsumoto, Class A Mmbr, 3.4%, Lewis M. Jackson, Class A Mmbr, 2%, Robert L. Richards, Jr., Class A Mmbr, .6% - Ward 2 (Wolfson)

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 Supper Club License

RECOMMENDATION:

Recommend approval subject to the provisions of the fire codes and Health Dept. regulations with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Rob Richards
3. Letter from Cindy Block
4. Map

MOTION:

WOLFSON - APPROVED (with the intent of including the following recommendations of MR. DiFIORE: temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process) - UNANIMOUS

MINUTES:

The applicant was present.

JIM DiFIORE, Manager, Business Services, said the applicant met the requirements to be considered for a temporary approval on the supper club license.

MR. LEWIS JACKSON described the items that would be offered on the supper club menu.
(9:48 - 9:50)
1-1481

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Supper Club License subject to the provisions of the fire codes and Health Dept. regulations, Islands Summerlin/Anaheim Hills, LP, dba Islands Fine Burgers & Drinks, 10810 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 letters dated August 17, 2004 and September 16, 2004 from the applicant outline the request for temporary license.

The applicants submitted all of the required documentation and paid all applicable fees for investigation on August 16, 2004. Based on a review of Letters of Transmittal from the San Diego County Sheriff's Department, Los Angeles County Sheriff's Department and Orange County Sheriff's Department furnished to this Department, we have determined they are preliminarily suitable to hold a temporary Supper Club 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.

ISLANDS
fine burgers & drinks

August 17, 2004

City of Las Vegas
Department of Finance and Business Services
Privileged License Section

RE: Islands Summerlin/Anaheim Hills, LP

This letter is respectfully submitted to request your consideration of issuance for a temporary license for the following location:

Islands Fine Burgers & Drinks
10810 West Charleston Blvd., Las Vegas, NV 89135

At this time, Islands has a pending application with Las Vegas Metropolitan Police Department. Is it possible that a temporary license could be granted to us during your on-going investigation process? We are making this request due to the complex entity structure of Islands Summerlin/Anaheim Hills, LP. Our officers and business entities have been licensed in California and Arizona for 46 licenses with no negative ramifications.

Construction for our Summerlin location is on-going, and we are looking toward an approximate October 23, 2004 opening. We believe that the granting of a temporary license will afford mutual benefit to the City of Las Vegas and to Islands, and we are hereby requesting your consideration of temporary license issuance.

Thank you for your consideration and assistance with our liquor license. Please contact me or Nicki Spritzer who handles our license applications, should you have questions concerning this request. Alternatively, Cindy Block at Liquor License Specialists may be contacted at (800)222-5777.

Sincerely,

Rob Richards
Chief Financial Officer

cc: Nicki Spritzer

5750 Fleet Street • Suite 120 • Carlsbad, California 92008 • Telephone (760) 268-1800 • Fax (760) 918-1500

LIQUOR LICENSE
specialists
800.222.5777

Thursday September 16, 2004

Donna Tanner
License Officer II
Department of finance & business Services
Privileged License Section
3rd Floor, City Hall
400 Stewart Avenue
Las Vegas, NV. 89101

Re: ISLANDS SUMMERLIN/ANANHEIM HILS, L.P.
" Supper club' License applications

Dear Donna;

Pursuant to our telephone conversation this morning I am enclosing the Local Criminal Records Letters for the following individuals:

Douglas Kollus
Rob Richards
Michael Smith
Reiko Matsumoto
Lewis Jackson

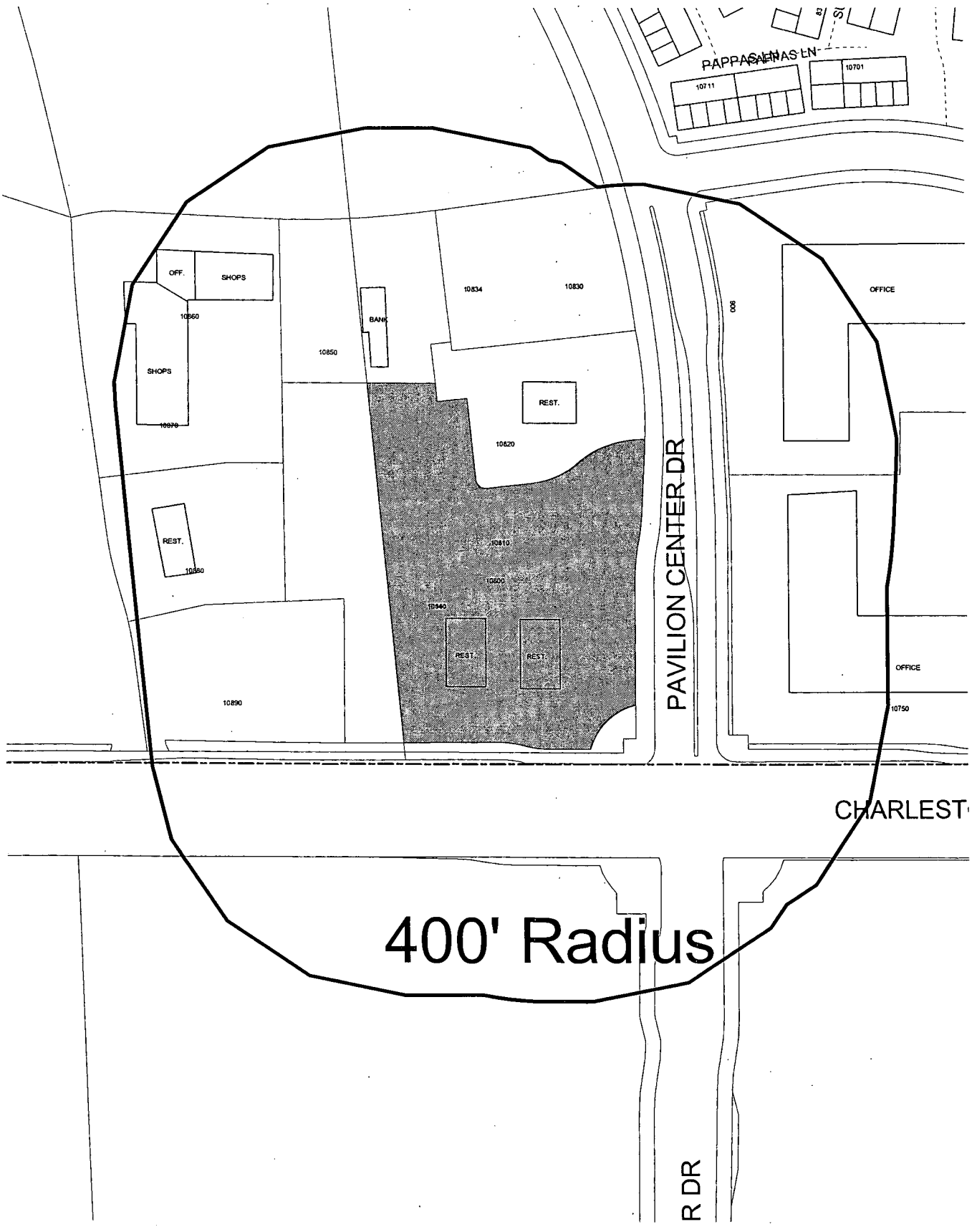
In addition, please update our file. Our construction plans have extended our opening to November 2004. A temporary liquor license permit has been requested through your office, our investigator Kim Holly at the Las Vegas Metro Police Department has indicated that the temporary permit will still be necessary to the back log of pending applications.

We appreciate your consideration on this matter. Should you need any additional information please feel free to contact me directly. Alternatively Nicki Spitzer at Islands Restaurants may be contacted at 760-268-1800

Sincerely,

Cindy Block
Liquor License Specialists

ISLANDS FINE BURGERS & DRINKS



City of Las Vegas

Agenda Item No. 51

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 10 slots subject to the provisions of the fire codes and Health Dept. regulations, From: B4 and After, a Limited Partnership, dba Bunkhouse, Thomas M. Burns, Gen Ptnr, 33 1/3%, Stewart L. Bell, Ltd Ptnr, 33 1/3%, James M. Bixler, Ltd Ptnr, 33 1/3%, To: Quality Commercial Maintenance, Inc., dba The Bunkhouse, 124 South 11th Street, Charles J. Fox, Dir, Pres, Secy, Treas, 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 Change of Ownership and Business Name for a Tavern License and a new Restricted Gaming License for 10 slots

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting

BACKUP DOCUMENTATION:

Submitted at meeting: photo sheet with six pictures of Traveler's Motel with four pieces of supporting documentation from Charles Fox

MOTION:

MONCRIEF - APPROVED the temporary license, subject to a six-month review, with the following conditions: 1) the hours of operation will be limited to 6:00 a.m. to 2:00 a.m. daily; 2) any incidents to which the Las Vegas Metropolitan Police Department (Metro) responds to the property and any arrests or citations issued to anyone on the property must be reported in writing to Metro Special Investigations and Business Services within 48 hours of the incident; 3) no pay phones may be installed on the property; 4) a key employee application must be submitted within 30 days if MR. FOX has no intention of being on the premises at least 50% of the time during operating business hours; 5) signs must be posted at the entrance and at the bar which are clear, legible, and state "per Las Vegas Municipal Code 6.50.4.50(b) sale of alcoholic beverages to a person who is intoxicated is unlawful; and 6) MR. FOX must attend the monthly meetings of the Downtown Area Command's Chronic Nuisance Detail. - UNANIMOUS with WOLFSON not voting

MINUTES:

After recalling the matter from being trailed pending the arrival of CHARLES FOX, JIM DiFIORE, Manager, Business Services, recommended approval of a temporary license, subject to a six-month review and the following conditions: 1) the hours of operation will be limited to 6:00 a.m. to 2:00 a.m. daily; 2) any incidents to which the Las Vegas Metropolitan Police Department (Metro) responds to the property and any arrests or citations issued to anyone on the property must be reported in writing to Metro Special Investigations and Business Services within 48 hours of the incident; 3) no pay phones may be installed on the property; 4) a key employee application must be submitted within 30 days if MR. FOX has no intention of being on the premises at least 50% of the time during operating business hours;

MINUTES - Continued:

5) signs must be posted at the entrance and at the bar which are clear, legible, and state "per Las Vegas Municipal Code 6.50.4.50(b) sale of alcoholic beverages to a person who is intoxicated is unlawful; and 6) MR. FOX must attend the monthly meetings of the Downtown Area Command's Chronic Nuisance Detail.

MR. DiFIORE explained that all these conditions were placed due to the outcome of the investigation, but he and Metro would like to give MR. FOX an opportunity to show what he can do for the City.

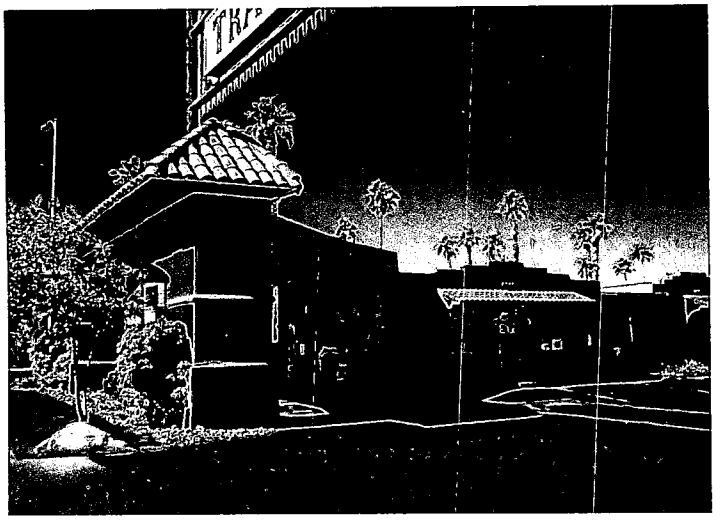
SERGEANT REAGAN ALEXANDER, Las Vegas Metropolitan Police Department, added that he has high hopes that MR. FOX will succeed in his business. He asked MR. FOX to work closely with Metro over the six-month probationary period.

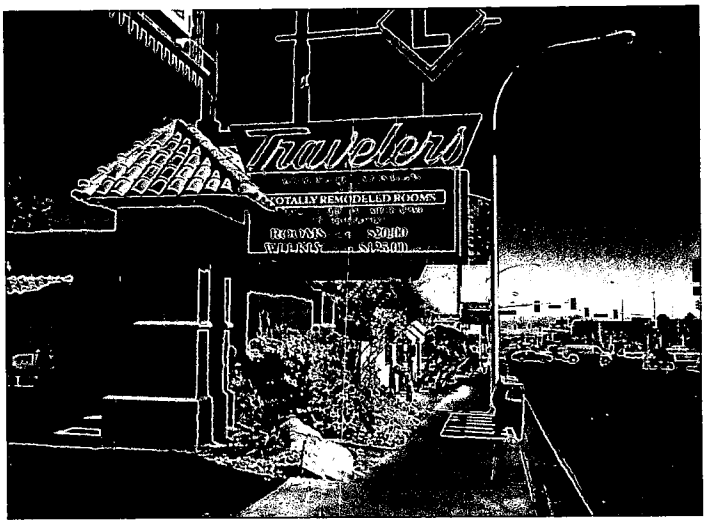
MR. FOX introduced DAVE ETTER, Nevada Gaming Application Consultants, and JOHN JONES, key employee for the location. MAYOR GOODMAN confirmed with MR. FOX and MR. JONES that they fully understood the conditions set forth by MR. DiFIORE.

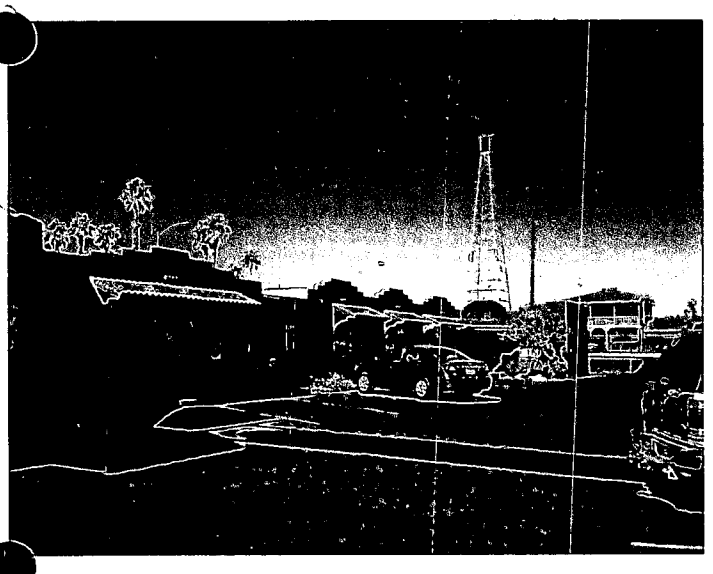
At the request of COUNCILWOMAN MONCRIEF, MR. FOX showed pictures of the renovations, copies of which were submitted and made a part of the backup, and explained his intentions for the property.

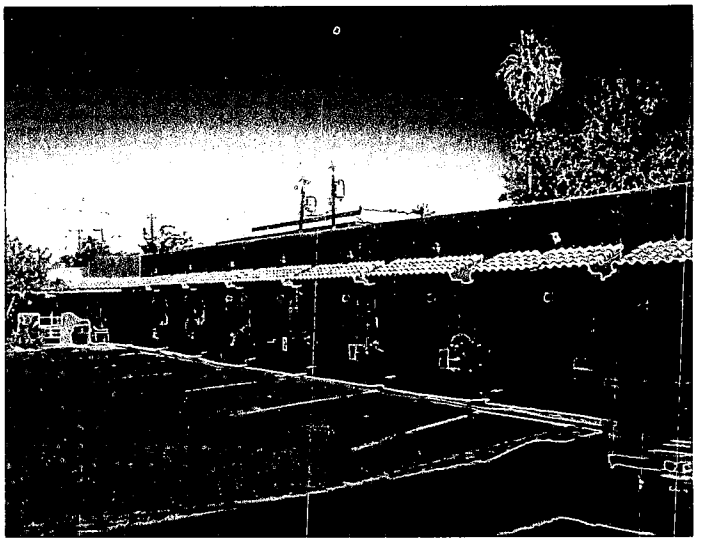
MR. ETTER thanked BOBBY MANNING, Special Investigations, Business Services staff, and COUNCILWOMAN MONCRIEF for all their efforts in this matter.
(9:49 - 9:50/9:58 - 10:04)
1-1540/1-1938

Traveler's Motel
1100 Fremont, LV, NV

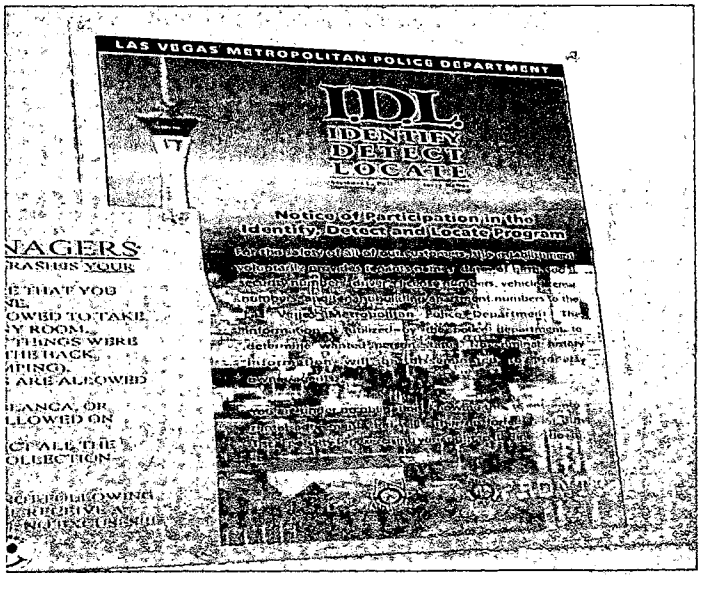












Submitted at City Council
Date 10/20/04 Item #51

Las Vegas Metropolitan Police Department

Awards this Certificate To

CHARLES FOX

For Successfully Completing

Las Vegas Crime Free Multi-Housing Programs

Management Training

Keeping Illegal Activity Out of Rental Property

August 18, 2004

Bill Young
Sheriff

Date

Program Coordinator

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

REPORT **DRUGS AND PROSTITUTION** DIRECTLY
TO A METRO OFFICER

CALL

612-1814

TO SPEAK DIRECTLY WITH AN OFFICER
PATROLLING YOUR AREA.

OMMAND

P .

SS PHONE

This service provided by the Downtown Area Command of the Las Vegas Metropolitan Police Department. It is intended for use by agents and/or owners of the specific property listed below for reporting Narcotics or Prostitution related offenses only. All other requests for service should be made through calling 911 for emergencies or 311 for non-emergencies.

Property: Travelers ID# 049

LVMPD 339 (REV. 3-04)



Partners with the Community

Citizen and Business Owner Training.

Contents:

Introduction	page 1
Your assigned phone #	page 2
Use of D.O.A.P. number	page 3
Memorandum of Understanding	page 4

THE DOWNTOWN BUSINESS OPERATORS COUNCIL

October 15, 2004

Mayor and City Council

I have known Charles Fox since he purchased the Travelers Motel about 2 years ago in January of 2003 and since then thru my affiliation with the Downtown Business Operators Council. I have been a business owner on Ogden St, operating Chick's Brake Service, for 30 plus years and have been well aware of the Travelers Motel, which had been, prior to Charles Fox's purchase, a run down and crime ridden place for the last 25 years. After Charles Fox took ownership in 2003 he renovated the place and now it is a well kept and nice looking retro property that proved to me what Fremont St could look like if other owner's invested in the same way. The other properties that he owns are also well kept and renovated, that provide clean and modern places for people to live. Since his arrival on Fremont St. Charles Fox has invested heavily into the Downtown Area and in my opinion has made a positive impact on our neighborhood . When he had a problem with one of his employee's at the motel he reached out to me because of my association with the Downtown Business Operators Council. He wanted to work within the community to change the problems he was having at the motel. I introduced him to Earl White, another Downtown Business Operators Council member, who with the Metro's Downtown Area Command helped him with the area's of concern at his property. The Downtown area has been and is still a very challenging area to do business. Charles Fox has in my opinion, with help from both Metro and the Downtown Business Operators Council, worked thru these challenge's to become one of the many, profitable and honest, business owner's in the Downtown Las Vegas Area.

Yours truly,

Doug DeMasi

THE DOWNTOWN BUSINESS OPERATORS COUNCIL

October 18, 2004

Mayor and City Council

I first meet Charles Fox in April of 2004 at the Travelers Motel along with Officer Levi Hancock, when he asked for help from Metro and the Downtown Business Operators Council, after one of his employee's had been arrested. I was very impressed with the renovation of the property, which was for a long time a sore spot on Fremont St. and had always had a very bad reputation in the past. I told him that he would need to do a lot of policing of the property to change its reputation. I arranged for him to hire a security company to help the motel clerks control the trespassing of unwanted people on the property, which he did. I also suggested that he join the IDL (Identify, Detect and Locate) program, which Officer Hancock had presented, and to come to meetings of the Downtown Business Operators Council, where I have seen him at till present. His property is one of the nicest and well-maintained properties on Fremont St. with a beautiful landscape with flowers, tree's and green grass growing. He has worked very hard to implement the programs outlined by Metro and I feel that he has made the Downtown area a better place to live and work.

Sincerely,

Earl White

City of Las Vegas

Agenda Item No. 52

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 1150 South Rainbow Boulevard; 3270 South Valley View Boulevard; 126 South 1st Street, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - 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 Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Hugh A. Simpson

MOTION:

MONCRIEF - APPROVED the temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process - UNANIMOUS with MACK abstaining on Items 52 through 56 because they involve his brother Steven Mack

NOTE: COUNCILMAN WOLFSON disclosed that, in his capacity as an attorney, he represented a former employee of the SuperPawn Corporation who was convicted of a crime and sentenced. The victim was SuperPawn. COUNCILMAN WOLFSON did not believe that his judgment would be affected as a result of that representation; therefore, he indicated he would be voting on Items 52 through 56.

MINUTES:

JIM DiFIORE, Manager, Business Services, said the applicant met the requirements for consideration of a temporary approval.

ATTORNEY TOM AMICK, 3800 Howard Hughes Parkway, appeared on behalf of SuperPawn. He indicated that this is a complex matter involving 41 SuperPawn locations throughout the West Coast that would be taken over; some are located in Las Vegas. Five of the SuperPawn shops are located in the City and he was trying to coordinate the license transfers for the SuperPawn shops located in three other local jurisdictions, Clark County, City of Henderson, and City of North Las Vegas. He requested the Council

MINUTES - Continued:

approve the temporary license for these locations, but authorize MR. DiFIORE to issue the actual temporary license at the time Cash America International, Inc., is ready to start operations at all the local shops. He then thanked Business Services staff for all their assistance in this matter.

MR. DiFIORE requested authority to issue the temporary licenses when Cash America International is ready to close escrow, about 60 to 90 days, and then to issue the permanent licenses upon a favorable police report on the applicant.

See related Item 53 for other discussion.
(9:50 - 9:54)
1-1579

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, To: Cash America, Inc. of Nevada, dba Super Pawn: 1150 South Rainbow Boulevard; 3270 South Valley View Boulevard; 126 South 1st Street - Ward 1

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 September 14, 2004 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 September 14, 2004. Based on a review of a Letter of Transmittal from the Fort Worth Police Department furnished to this Department, we have determined he is preliminarily suitable to hold temporary Pawnbroker/Pistol Permit/Class II Secondhand Dealer licenses 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.

CashAmerica®
Cash America International Inc.

1600 West 7th Street
Fort Worth, TX 76102
817.335.1100

HUGH A. SIMPSON
EXECUTIVE VICE PRESIDENT
GENERAL COUNSEL & SECRETARY

September 14, 2004

Ms. Donna Tanner
License Officer II
Privilege License Section
Dept. of Finance & Business Services
3rd Floor, City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: ***Application for Cash America, Inc. of Nevada ("Cash America")***
City of Las Vegas Business License to Conduct Pawn Brokering Business
Temporary License Request at the Following Locations:

515 E. St. Louis, Las Vegas, NV 89104
7585 W. Washington Ave., Las Vegas, NV 89128
6824 W. Cheyenne Ave., Las Vegas, NV 89108
2300 E. Charleston Blvd., Las Vegas, NV 89104
→ ***3270 S. Valley View, Las Vegas, NV 89102***
5910 W. Lake Mead Blvd., Las Vegas, NV 89108
4111 N. Rancho Rd., Las Vegas, NV 89130
→ ***1150 S. Rainbow Blvd., Las Vegas, NV 89146***
→ ***126 S. 1st Street, Las Vegas, NV 89101***

Dear Ms. Tanner:

Cash America has submitted the referenced applications in connection with its proposal to acquire existing licenses from Camco, Inc. Due to the length of time required to process the sale for the purchase of these pawn licenses, we would like to request permission to obtain temporary licenses from the City of Las Vegas.

If you have any additional questions relating to this request, please do not hesitate to contact the undersigned (direct number 817-570-1625).

Very truly yours,

Hugh A. Simpson

G:\JUDYG\CAI-Nevada\Cash Justification Ltr2.doc

City of Las Vegas

Agenda Item No. 53

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

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

SUBJECT:
Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 7585 West Washington Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 2 (Wolfson)

Fiscal Impact:

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

PURPOSE/BACKGROUND:
Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License

RECOMMENDATION:
Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Letter from Hugh A. Simpson

MOTION:
WOLFSON - APPROVED (with the intent of including the following recommendations of MR. DiFIORE: temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process - UNANIMOUS with MACK abstaining on Items 52 through 56 because they involve his brother Steven Mack

NOTE: COUNCILMAN WOLFSON disclosed that, in his capacity as an attorney, he represented a former employee of the SuperPawn Corporation who was convicted of a crime and sentenced. The victim was SuperPawn. COUNCILMAN WOLFSON did not believe that his judgment would be affected as a result of that representation; therefore, he indicated he would be voting on Items 52 through 56.

MINUTES:
JIM DiFIORE, Manager, Business Services, said his recommendation would be the same as for Item 52.

ATTORNEY TOM AMICK, 3800 Howard Hughes Parkway, appeared on behalf of SuperPawn. He said that BRYAN WATERS and MARY JACKSON, Vice President of Government Relations for Cash America, were in the audience in case the Council had any questions.

See related Item 52 for other discussion.
(9:54 - 9:55)

City of Las Vegas

Agenda Item No. 53

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

MINUTES - Continued:
1-1726

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, To: Cash America, Inc. of Nevada, dba Super Pawn, 7585 West Washington Avenue - Ward 2

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;

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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.

CashAmerica®
Cash America International Inc.

1600 West 7th Street
Fort Worth, TX 76102
817.335.1100

HUGH A. SIMPSON
EXECUTIVE VICE PRESIDENT
GENERAL COUNSEL & SECRETARY

September 14, 2004

Ms. Donna Tanner
License Officer II
Privilege License Section
Dept. of Finance & Business Services
3rd Floor, City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: ***Application for Cash America, Inc. of Nevada ("Cash America")***
City of Las Vegas Business License to Conduct Pawn Brokering Business
Temporary License Request at the Following Locations:

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→ ***7585 W. Washington Ave., Las Vegas, NV 89128***
6824 W. Cheyenne Ave., Las Vegas, NV 89108
2300 E. Charleston Blvd., Las Vegas, NV 89104
3270 S. Valley View, Las Vegas, NV 89102
5910 W. Lake Mead Blvd., Las Vegas, NV 89108
4111 N. Rancho Rd., Las Vegas, NV 89130
1150 S. Rainbow Blvd., Las Vegas, NV 89146
126 S. 1st Street, Las Vegas, NV 89101

Dear Ms. Tanner:

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If you have any additional questions relating to this request, please do not hesitate to contact the undersigned (direct number 817-570-1625).

Very truly yours,

Hugh A. Simpson

G:\JUDYG\CAI-Nevada\Cash Justification Ltr2.doc

City of Las Vegas

Agenda Item No. 54

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 515 East St. Louis Avenue; 2300 East Charleston Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 3 (Reese)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Hugh A. Simpson

MOTION:

REESE - APPROVED the temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process - UNANIMOUS with MACK abstaining on Items 52 through 56 because they involve his brother Steven Mack

NOTE: COUNCILMAN WOLFSON disclosed that, in his capacity as an attorney, he represented a former employee of the SuperPawn Corporation who was convicted of a crime and sentenced. The victim was SuperPawn. COUNCILMAN WOLFSON did not believe that his judgment would be affected as a result of that representation; therefore, he indicated he would be voting on Items 52 through 56.

MINUTES:

JIM DiFIORE, Manager, Business Services, said his recommendation would be the same as for Item 52.

ATTORNEY TOM AMICK, 3800 Howard Hughes Parkway, appeared on behalf of SuperPawn.

See related Items 52 and 53 for discussion.
(9:55 - 9:56)
1-1775

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, To: Cash America, Inc. of Nevada, dba Super Pawn: 515 East St. Louis Avenue; 2300 East Charleston Boulevard - Ward 3

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 September 14, 2004 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 September 14, 2004. Based on a review of a Letter of Transmittal from the Fort Worth Police Department furnished to this Department, we have determined he is preliminarily suitable to hold temporary Pawnbroker/Pistol Permit/Class II Secondhand Dealer licenses 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.

CashAmerica®
Cash America International Inc.

1600 West 7th Street
Fort Worth, TX 76102
817.335.1100

HUGH A. SIMPSON
EXECUTIVE VICE PRESIDENT
GENERAL COUNSEL & SECRETARY

September 14, 2004

Ms. Donna Tanner
License Officer II
Privilege License Section
Dept. of Finance & Business Services
3rd Floor, City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: ***Application for Cash America, Inc. of Nevada ("Cash America")***
City of Las Vegas Business License to Conduct Pawn Brokering Business
Temporary License Request at the Following Locations:

→ ***515 E. St. Louis, Las Vegas, NV 89104***
7585 W. Washington Ave., Las Vegas, NV 89128
6824 W. Cheyenne Ave., Las Vegas, NV 89108
→ ***2300 E. Charleston Blvd., Las Vegas, NV 89104***
3270 S. Valley View, Las Vegas, NV 89102
5910 W. Lake Mead Blvd., Las Vegas, NV 89108
4111 N. Rancho Rd., Las Vegas, NV 89130
1150 S. Rainbow Blvd., Las Vegas, NV 89146
126 S. 1st Street, Las Vegas, NV 89101

Dear Ms. Tanner:

Cash America has submitted the referenced applications in connection with its proposal to acquire existing licenses from Camco, Inc. Due to the length of time required to process the sale for the purchase of these pawn licenses, we would like to request permission to obtain temporary licenses from the City of Las Vegas.

If you have any additional questions relating to this request, please do not hesitate to contact the undersigned (direct number 817-570-1625).

Very truly yours,

Hugh A. Simpson

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City of Las Vegas

Agenda Item No. 55

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn, 5910 West Lake Mead Boulevard, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Hugh A. Simpson

MOTION:

WEEKLY - APPROVED the temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process - UNANIMOUS with MACK abstaining on Items 52 through 56 because they involve his brother Steven Mack

NOTE: COUNCILMAN WOLFSON disclosed that, in his capacity as an attorney, he represented a former employee of the SuperPawn Corporation who was convicted of a crime and sentenced. The victim was SuperPawn. COUNCILMAN WOLFSON did not believe that his judgment would be affected as a result of that representation; therefore, he indicated he would be voting on Items 52 through 56.

MINUTES:

JIM DiFIORE, Manager, Business Services, said his recommendation would be the same as for Item 52.

ATTORNEY TOM AMICK, 3800 Howard Hughes Parkway, appeared on behalf of SuperPawn.

See related Items 52 and 53 for discussion.
(9:56)
1-1799

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, To: Cash America, Inc. of Nevada, dba Super Pawn, 5910 West Lake Mead Boulevard - Ward 5

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 September 14, 2004 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 September 14, 2004. Based on a review of a Letter of Transmittal from the Fort Worth Police Department furnished to this Department, we have determined he is preliminarily suitable to hold temporary Pawnbroker/Pistol Permit/Class II Secondhand Dealer licenses 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.

CashAmerica®
Cash America International Inc.

1600 West 7th Street
Fort Worth, TX 76102
817.335.1100

HUGH A. SIMPSON
EXECUTIVE VICE PRESIDENT
GENERAL COUNSEL & SECRETARY

September 14, 2004

Ms. Donna Tanner
License Officer II
Privilege License Section
Dept. of Finance & Business Services
3rd Floor, City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: ***Application for Cash America, Inc. of Nevada ("Cash America")***
City of Las Vegas Business License to Conduct Pawn Brokering Business
Temporary License Request at the Following Locations:

515 E. St. Louis, Las Vegas, NV 89104
7585 W. Washington Ave., Las Vegas, NV 89128
6824 W. Cheyenne Ave., Las Vegas, NV 89108
2300 E. Charleston Blvd., Las Vegas, NV 89104
3270 S. Valley View, Las Vegas, NV 89102
→ ***5910 W. Lake Mead Blvd., Las Vegas, NV 89108***
4111 N. Rancho Rd., Las Vegas, NV 89130
1150 S. Rainbow Blvd., Las Vegas, NV 89146
126 S. 1st Street, Las Vegas, NV 89101

Dear Ms. Tanner:

Cash America has submitted the referenced applications in connection with its proposal to acquire existing licenses from Camco, Inc. Due to the length of time required to process the sale for the purchase of these pawn licenses, we would like to request permission to obtain temporary licenses from the City of Las Vegas.

If you have any additional questions relating to this request, please do not hesitate to contact the undersigned (direct number 817-570-1625).

Very truly yours,

Hugh A. Simpson

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City of Las Vegas

Agenda Item No. 56

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, From: Camco, Inc., Steven A. Mack, COB, CEO, Bryan W. Waters, Pres, COO, Marco A. Herrera, VP, Secy, Steven Mack Revocable Trust, 100%, Steven A. Mack, Trustee, To: Cash America, Inc. of Nevada, dba SuperPawn: 4111 North Rancho Drive; 6824 West Cheyenne Avenue, Daniel Ray Feehan, Dir, CEO, Pres, Cash America International, Inc., 100%, Daniel R. Feehan, Dir, CEO, Pres - Ward 6 (Mack)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License

RECOMMENDATION:

Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Letter from Hugh A. Simpson

MOTION:

REESE - APPROVED the temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after completion of appropriate process - UNANIMOUS with MACK abstaining on Items 52 through 56 because they involve his brother Steven Mack

NOTE: COUNCILMAN WOLFSON disclosed that, in his capacity as an attorney, he represented a former employee of the SuperPawn Corporation who was convicted of a crime and sentenced. The victim was SuperPawn. COUNCILMAN WOLFSON did not believe that his judgment would be affected as a result of that representation; therefore, he indicated he would be voting on Items 52 through 56.

MINUTES:

JIM DiFIORE, Manager, Business Services, said his recommendation would be the same as for Item 52.

ATTORNEY TOM AMICK, 3800 Howard Hughes Parkway, appeared on behalf of SuperPawn.

See related Items 52 and 53 for discussion.
(9:56 - 9:57)
1-1821

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of Change of Ownership for a Pawnbroker/Pistol Permit and a Class II Secondhand Dealer License, To: Cash America, Inc. of Nevada, dba Super Pawn: 4111 North Rancho Drive; 6824 West Cheyenne Avenue - Ward 6

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 September 14, 2004 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 September 14, 2004. Based on a review of a Letter of Transmittal from the Fort Worth Police Department furnished to this Department, we have determined he is preliminarily suitable to hold temporary Pawnbroker/Pistol Permit/Class II Secondhand Dealer licenses 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.

CashAmerica®
Cash America International Inc.

1600 West 7th Street
Fort Worth, TX 76102
817.335.1100

HUGH A. SIMPSON
EXECUTIVE VICE PRESIDENT
GENERAL COUNSEL & SECRETARY

September 14, 2004

Ms. Donna Tanner
License Officer II
Privilege License Section
Dept. of Finance & Business Services
3rd Floor, City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

RE: ***Application for Cash America, Inc. of Nevada ("Cash America")***
City of Las Vegas Business License to Conduct Pawn Brokering Business
Temporary License Request at the Following Locations:

515 E. St. Louis, Las Vegas, NV 89104
7585 W. Washington Ave., Las Vegas, NV 89128
→ ***6824 W. Cheyenne Ave., Las Vegas, NV 89108***
2300 E. Charleston Blvd., Las Vegas, NV 89104
3270 S. Valley View, Las Vegas, NV 89102
5910 W. Lake Mead Blvd., Las Vegas, NV 89108
→ ***4111 N. Rancho Rd., Las Vegas, NV 89130***
1150 S. Rainbow Blvd., Las Vegas, NV 89146
126 S. 1st Street, Las Vegas, NV 89101

Dear Ms. Tanner:

Cash America has submitted the referenced applications in connection with its proposal to acquire existing licenses from Camco, Inc. Due to the length of time required to process the sale for the purchase of these pawn licenses, we would like to request permission to obtain temporary licenses from the City of Las Vegas.

If you have any additional questions relating to this request, please do not hesitate to contact the undersigned (direct number 817-570-1625).

Very truly yours,

Hugh A. Simpson

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City of Las Vegas

Agenda Item No. 57

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Melva Boyd, dba Lucky Champ, 1420 West Bonanza Road, Melva D. Boyd, 100% - Ward 5 (Weekly)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License

RECOMMENDATION:

Recommendation to be provided following discussion of this item at the City Council meeting

BACKUP DOCUMENTATION:

Agenda Memo

MOTION:

WEEKLY - APPROVED the permanent license as recommended - UNANIMOUS

MINUTES:

The applicant was present.

JIM DiFIORE, Manager, Business Services, recommended approval of the permanent license.

SERGEANT REAGAN ALEXANDER, Las Vegas Metropolitan Police Department, (Metro), affirmed the Mayor's comment that the investigative report had no areas of concern.

(9:57 - 9:58)

1-1843

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: Discussion and possible action regarding a Six Month Review of a Beer/Wine/Cooler Off-sale License, Melva Boyd, dba Lucky Champ, 1420 West Bonanza Road

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On October 1, 2003 the City Council approved this license subject to a six-month review at the request of Councilman Weekly.

A report from the Special Investigations Section, Las Vegas Metropolitan Police Department, will be furnished to the City Council prior to the meeting.

City of Las Vegas

Agenda Item No. 58

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: FINANCE & BUSINESS SERVICES

DIRECTOR: MARK R. VINCENT ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Discussion and possible action regarding Temporary Approval of a new Wholesale General License, Vin Sauvage, LLC, dba Vin Sauvage, LLC, 4050 West Sunset Road, Suite D, Sauvage Gas Company, Mmbr, 100%, Ward A. Sauvage, Dir, Pres, David E. Miller, Dir, Secy, Treas, Alan Savauge, Mgr - County

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 Wholesale General License

RECOMMENDATION:

Recommend approval with authority for the Director or Designee to issue a permanent license upon receipt of a favorable police report

BACKUP DOCUMENTATION:

1. Agenda Memo.
2. Letter from Brian C. Wedl, Esq.

MOTION:

REESE - APPROVED the temporary license, subject to provisions as recommended, with the Director or Designee granted the authority to approve the permanent license after receipt of the police report - UNANIMOUS

MINUTES:

The applicant was not present.

JIM DiFIORE, Manager, Business Services, recommended approval of the temporary license and requested authority to issue the permanent license after receipt of the police report, which showed no areas of concern.

(9:58 - 10:04)

1-1890

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: FINANCE AND BUSINESS SERVICES
ITEM DESCRIPTION: Discussion and possible action regarding Temporary Approval of a new Wholesale General License, Vin Sauvage, LLC, dba Vin Sauvage, LLC, 4050 West Sunset Road, Suite D

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 September 14, 2004 from the applicants' counsel outlines the request for temporary license.

The applicant submitted all of the required documentation and paid all applicable fees for investigation on October 6, 2004. Based on the fact that the applicants were investigated and approved for an importer/wholesaler license by the Clark County Commission on August 24, 2004 for this location, we have determined that they are preliminarily suitable to hold a temporary alcoholic beverage 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 these applicants, this item will be brought back before the Council for appropriate action.

JOLLEY URGA WIRTH
WOODBURY & STANDISH
ATTORNEYS AT LAW

R. GARDNER JOLLEY
WILLIAM R. URGA
ROGER A. WIRTH
BRUCE L. WOODBURY
THOMAS J. STANDISH
KATHRYN STRYKER WIRTH
BRIAN E. HOLTHUS
MARTIN A. LITTLE

ALICIA R. ASHCRAFT
DAWN R. THRONE
L. CHRISTOPHER ROSE
CHRISTOPHER D. CRAFT
NATALIE M. COX
M. DARON DORSEY
PATRICIA J. COYNE
DAVID J. MALLEY
BRIAN C. WEDL

OF COUNSEL
CHARLES T. COOK

3800 HOWARD HUGHES PARKWAY
SIXTEENTH FLOOR
WELLS FARGO TOWER
LAS VEGAS, NEVADA 89109
TELEPHONE (702) 699-7500
FACSIMILE (702) 699-7555

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BOULDER CITY OFFICE
1000 NEVADA WAY
SUITE 105
BOULDER CITY, NEVADA
89005
(702) 293-3674

BILL SPOHRER
DIRECTOR OF ADMINISTRATION

September 14, 2004

HAND DELIVERED

Debbie Outland
City of Las Vegas Business License
400 Stewart Ave. Third Floor
Las Vegas, Nevada 89101

Re: Vin Sauvage, LLC f/k/a Maverick Wine Co. Nevada, LLC
Wholesale General Liquor License

Dear Ms. Outland:

Vin Sauvage, LLC ("Vin Sauvage") is applying for a Wholesale General Liquor License. Vin Sauvage has applied for an Import/Wholesale Liquor License in Clark County and was approved by the Liquor and Gaming Commission on August 24, 2004. Please note that Vin Sauvage was known as Maverick Wine Co. Nevada, LLC ("Maverick") until very recently and, in fact, received its approval from Clark County under the Maverick name. The enclosed application materials were also prepared using the Maverick name, but I have enclosed a file-stamped copy of the Amendment to Articles of Organization which evidences the name change. Only the name has changed; nothing else regarding the company has been modified.

Vin Sauvage also requests a temporary license from the City of Las Vegas so that it may conduct business prior to final approval.

Enclosed are the following documents in conjunction with Vin Sauvage's application:

1. Las Vegas Business License Application
2. Flowchart of Related Corporations
3. Stock Certificate of Sauvage Gas Company
4. Stock Certificates for ALS Enterprise
5. Articles of Incorporation for Sauvage Gas Company
6. Articles of Organization for Vin Sauvage (in the Maverick Name)
7. Amendment to Articles of Organization for Vin Sauvage (evidencing name change)
8. Operating Agreement of Vin Sauvage (in the Maverick Name)
9. Proof of Compliance with Nevada State Business License

10. Print-Out of Clark County Business License Detail Information
11. Las Vegas Metropolitan Police Department Fast Track Personal History Questionnaires for Ward Sauvage, Janice Sauvage, Marquis Sauvage and Alan Sauvage (the "Applicants")
12. Las Vegas Metropolitan Police Department Authorization to Release Information (two originals for each of the Applicants)

Also enclosed are the following four (4) checks made in connection with the application:

1. Check in the amount of $5,000.00 made payable to the City of Las Vegas for the Original New Fee
2. Check in the amount of $1,000.00 made payable to the City of Las Vegas for the Wholesale General Fee
3. Check in the amount of $30.00 made payable to the City of Las Vegas for the Processing Fee
4. Check in the amount of $800.00 made payable to the Las Vegas Metropolitan Police Department for the Background Investigation Fee

Please do not hesitate to contact me if you have any questions or if there are any additional documents that we need to provide. Thank you for your assistance.

Very truly yours,

JOLLEY URGA WIRTH WOODBURY
& STANDISH

Brian C. Wedl, Esq.

BCW:

Enclosures

cc: Alicia R. Ashcraft, Esq.

City of Las Vegas

Agenda Item No. 59

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: HUMAN RESOURCES
DIRECTOR: F. CLAUDETTE ENUS ☐ CONSENT ☒ DISCUSSION

SUBJECT:
Discussion and possible action to create thirty-four (34) regular full time Corrections Officer positions and three (3) regular full time Corrections Sergeant positions to supervise inmates at the City Detention Center ($1,783,419 - General Fund) - Ward 3 (Reese)

Fiscal Impact:

☐	**No Impact**	**Amount:**	$1,783,419.00
☐	**Budget Funds Available**	**Dept./Division:**	Detention & Enforcement
☒	**Augmentation Required**	**Funding Source:**	General Fund

PURPOSE/BACKGROUND:
As of July 2004 the D&E Department Operations continue to undergo extraordinary changes. The facility now houses roughly 1,300 inmates daily. All bookings & releases (approx 200/day) are processed at the Detention Center. Employees currently working overtime are becoming burned out and no longer alert, creating safety concerns. Overtime reached an annual rate between 2-3 million dollars.

A recent staffing analysis was completed with input from both labor & management and concludes that an additional 34 Officers and 3 Sergeants need to be hired to eliminate the excessive amounts of overtime caused by the high inmate population.

D&E is recommending hiring 37 Corrections Officers and Sergeants over the next two fiscal years. Hire 18 Officers & 1 Sergeant in January 2005, with a budget augmentation of $598,262. In fiscal year 2005/2006, hire 16 Officers & 2 Sergeants for an annual cost of $1,185,157. In fiscal year 2005/2006 the 37 Officers and Sergeants will be trained and available for assignment thereby eliminating at least 90% of the annual overtime.

RECOMMENDATION:
It is recommended that the creation of 34 regular full time Corrections Officer positions and 3 Corrections Sergeant positions be approved.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Staffing Justification Packet

MOTION:
REESE - APPROVED as recommended, with direction to City Manager Selby to explore the possibility of hiring two social workers for Detention and Enforcement to assist inmates convicted of a crime due to their homeless state - UNANIMOUS

MINUTES:
MICHAEL SHELDON, Director, Detention and Enforcement, recognized the efforts and successes of the Council in revitalizing the downtown area. In support of those efforts, the City Marshals, in conjunction with the Downtown Area Command, have worked relentlessly to rid the streets of the criminal element. The Municipal Court judges have worked equally hard not only to sentence criminals but also to issue long sentences to keep crime off the streets so the businesses in the downtown area can thrive.

MINUTES - Continued:

The downside of these efforts is that the population of the City jail has increased substantially, from about 750 inmates to about 1,400 inmates. Detention and Enforcement staff has managed the growth with overtime, forcing officers to work 60 to 80 hours a week. They work extremely hard, but forcing them to work is not a way to treat the officers. More staff is needed, and hiring more officers is inevitable because the increased inmate population continues to grow.

But even with approval of this matter, it would take approximately a year and a half to get the new officers hired, trained, and working independently.

MAYOR GOODMAN indicated that this Council strongly believes the downtown area must appear to be and be safe. The police officers, marshals, and code enforcers have done a yeoman's job to accomplish part of that objective. The City Attorney's Office has been vigorous in prosecuting persons committing crimes in the downtown area and has worked closely with Municipal Court to make sure that those convicted are done so by lawful evidence, beyond a reasonable doubt, and entitled to due process, but not coddled, if convicted, so that the jails become revolving doors. According to the downtown business owners, these efforts are working.

MAYOR GOODMAN then spoke about social programs, such as EVOLVE, which helps ex-felons coming out of prison to re-enter into the community. This program is working very well and is funded by the Department of Labor. There is also Alternative Sentencing through Municipal Court for individuals who are convicted of driving under the influence or for domestic abuse. But there are no programs to assist with the increased population at the jail, because they are so busy trying to maintain the status quo. He stressed that he would support this matter with the understanding that two social workers would be hired for the Detention Center to work with the inmates, in particular those homeless individuals that have been convicted of a crime, to find out if they have family that could be contacted that could take them in after they have served their time, so that they do not fall back into the cycle of homelessness and then back into the jail. COUNCILMAN REESE expressed his support of the Mayor's direction.

NOTE: MAYOR GOODMAN directed CITY MANAGER SELBY to explore the possibility of hiring two social workers for the Detention Center to assist inmates convicted of crimes due to their homeless state.

(10:04 - 10:12)

1-2158

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: October 20, 2004
DEPARTMENT: HUMAN RESOURCES
ITEM DESCRIPTION: Discussion and possible action to create 34 regular full time Corrections Officer positions and 3 regular full time Corrections Sergeant positions for the City Detention Center

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Staffing Justification

As of July 2004 our Detention Operations continue to witness extraordinary changes. Our facility now houses almost 1,300 inmates on a daily basis. Almost half of our inmate population is felons and immigration detainees. Since the closing of the City Hall Jail in 2002 all of our bookings and releases are being processed at the Detention Center, approximately 200 a day. Recent court decisions and police initiatives have greatly contributed to the high inmate jail population we are now witnessing.

Every facet of our operation has been challenged, to include: intake, release, inmate classification, visitation, and transportation. In June 2004, our Inmate population requiring mental health intervention, better than tripled from just over 100 to 300 plus inmates. Employees currently working overtime are becoming burned out and no longer alert, creating safety concerns. Overtime has reached an exorbitant annual rate between 2 and 3 million dollars.

A recent staffing analysis was completed with input from both labor and management. The analysis identified critical operational posts that our agency is mandated to staff for the safety and security of our Detention Operations. The analysis concludes that we need to hire an additional 34 Officers and 3 Sergeants to eliminate the excessive amounts of overtime caused by the high inmate population.

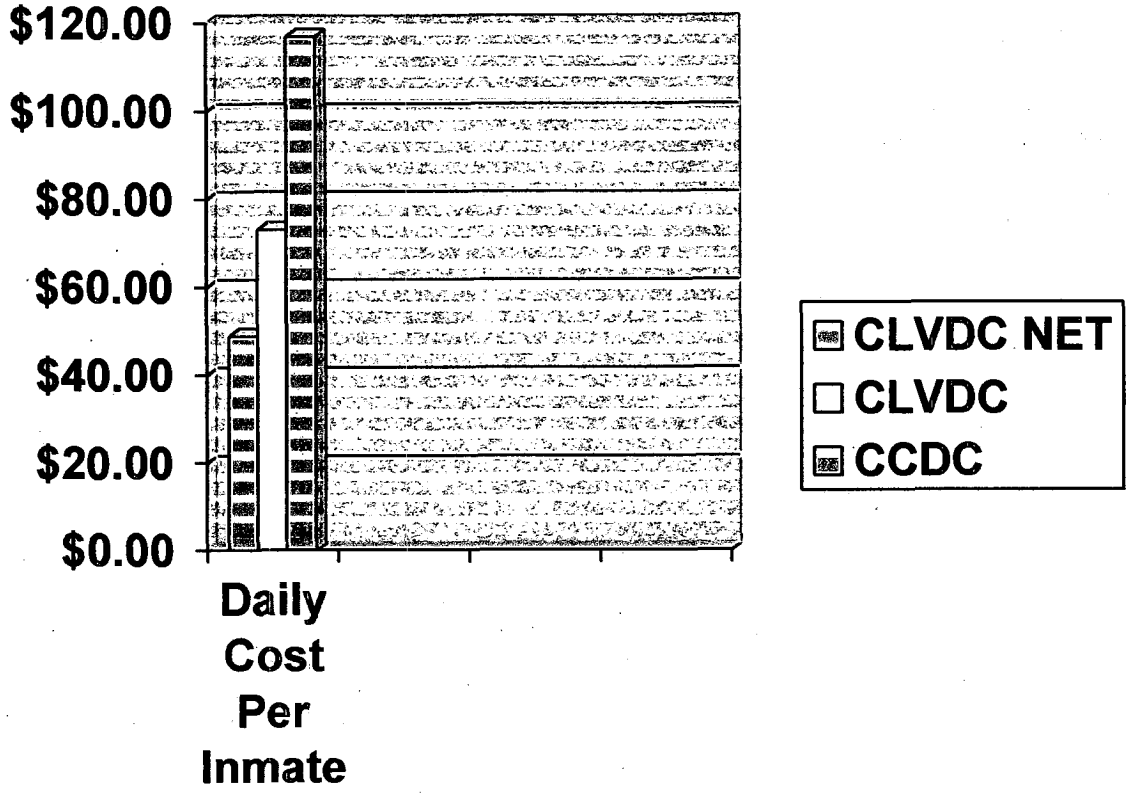
Understanding the associated budgetary constraints and impact on the City's overall hiring and training process, we are recommending hiring the 37 FTE's over the next two fiscal years. Hire 18 Officers and 1 Sergeant in January 2005, with a budget augmentation of **$598,262**. In fiscal year 2005/2006, hire 16 Officers and 2 Sergeants for an annual cost of **$1,185,157.** In fiscal year 2005/2006 the 37 FTE's will be trained and available for assignment thereby eliminating at least 90% of the annual overtime.

DETENTION AND ENFORCEMENT
NEW POSITION COSTS

ADDITIONAL STAFF	DATE	GRADE	FTE'S	SALARY	FRINGE	TOTAL COST
CORRECTIONS OFFICERS	FY 04-05	PE6/STEP 1	34	1,273,260.56	381,978	1,655,239
CORRECTIONS SERGEANT	FY 04-05	PE15/STEP 7	3	193,465.74	58,040	251,506
			UNADJUSTED FOR CONTRACT INCREASE			1,906,745
			CONTRACT RETROACTIVE INCREASE			2,269,026
			UNIFORMS			37,000
			RADIOS			15,540
						2,321,566
CORRECTIONS OFFICERS	1/05-6/30/05	PE6/STEP 1	18	401,077	120,323	521,400
CORRECTIONS SERGEANT	1/05-6/30/06	PE15/STEP 7	1	38,371	11,511	49,882
			UNIFORMS			19,000
			RADIOS			7,980
			LAST 6 MONTHS FY 04-05			598,262
CORRECTIONS OFFICERS	FY 05-06	PE6/STEP 1	16	734,000	220,200	954,200
CORRECTIONS SERGEANT		PE15/STEP 7	2	157,998	47,399	205,397
			UNIFORMS			18,000
			RADIOS			7,560
			ADJUSTED PER CONTRACT 4TH YEAR			1,185,157

ANNUAL COST OT FY 03-04	**2,315,452**
HIRE 37 FTE ASAP 12 MONTH COST	**2,321,566**
HIRE 19 FTE 3 QTR. FY 04-05 & 18 FY 05-06 COST	**1,783,419**
DIFFERENCE	**538,147**

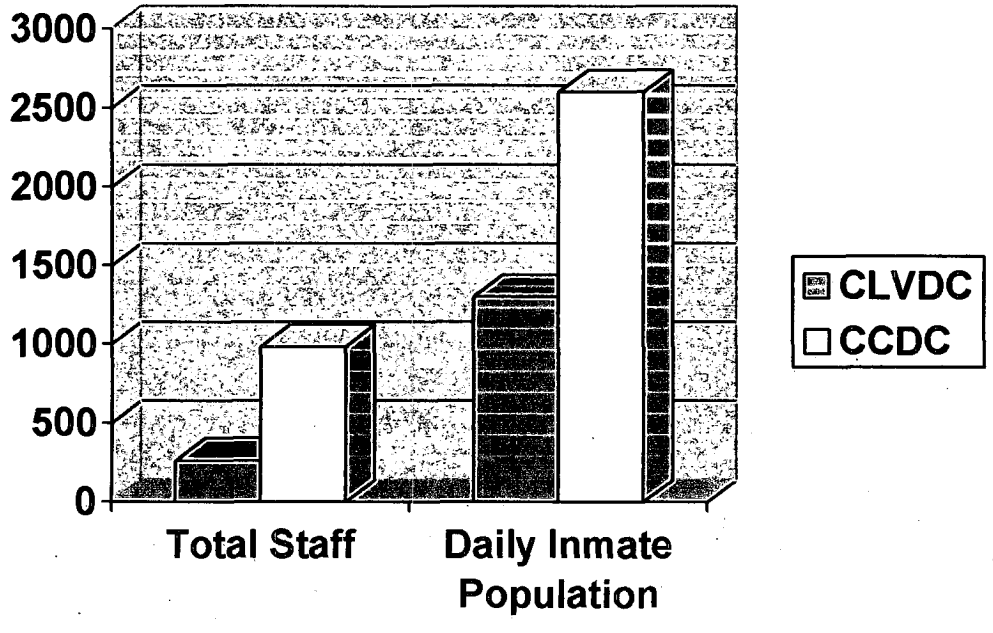
Daily Cost Per Inmate Comparison Between The City of Las Vegas Detention Center (CLVDC) & The Clark County Detention Center (CCDC)



Daily Cost Per Inmate: **CLVDC**: **$73.10**(The net cost to incarcerate an inmate for the city is actually $48.86 if the jail bed revenue income is considered.)

CCDC: **$116.97**

Total Staff & Daily Inmate Population Comparisons Between The City of Las Vegas Detention Center (CLVDC) & the Clark County Detention Center (CCDC)

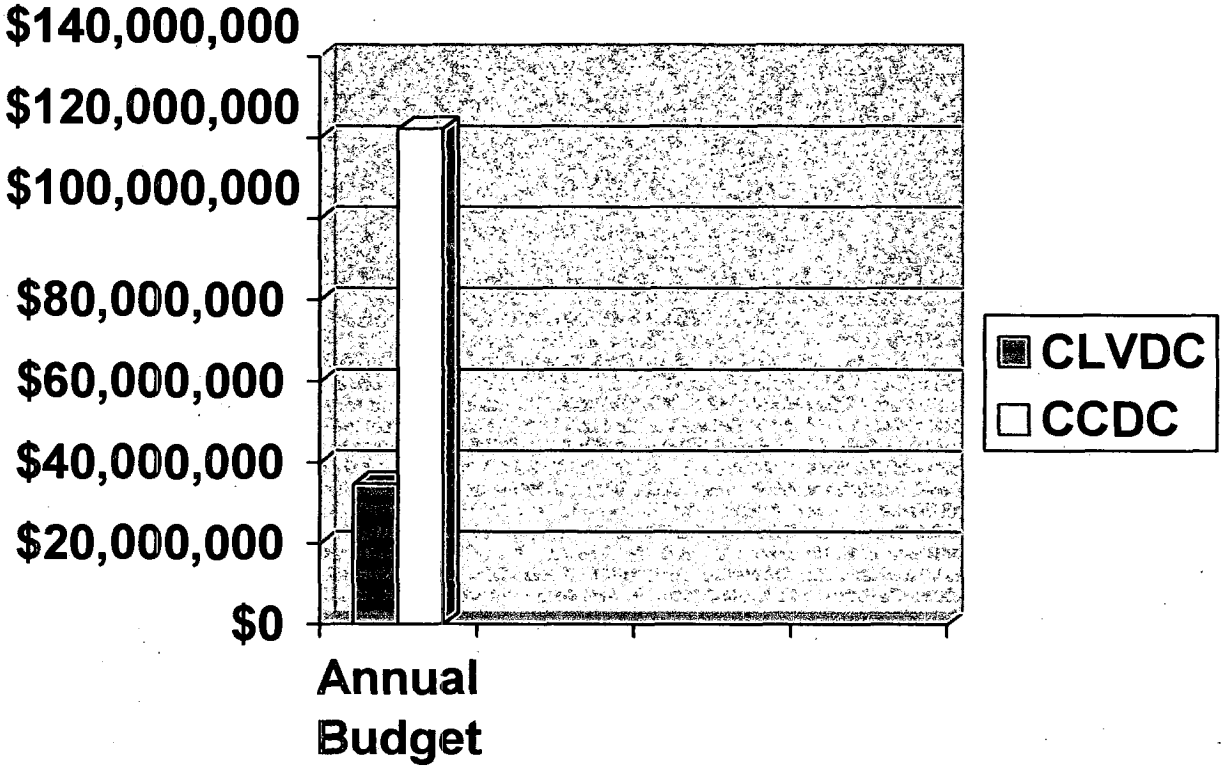


Total Staff: **CLVDC = 263**
CCDC = 983

Daily Inmate Population: **CLVDC = 1,300**
CCDC = 2,600

(*CCDC Houses 260 Inmates between CLVDC & Henderson. This figure is in addition to the 2,600.)

Annual Budget Comparison Between The City of Las Vegas Detention Center (CLVDC) & The Clark County Detention Center (CCDC)



Annual Budget: CLVDC = $34,683,875
CCDC = $122,099,371

TRUST ACCEPTANCE AND CONTRACT DATA

NAME OF EMPLOYER City of Las Vegas-Police Officers Association Detention & Corrections

STREET ADDRESS 400 E. Stewart NUMBER OF EMPLOYEES 175

City Las Vegas State NV Zip 89101

Company is: Corporation [xx] Partnership [ ] Proprietorship [ ]

CHECK ONE

NEW ACCOUNT ..... [xx]
CHANGE OF RATE ..... [ ]
CONTRACT RENEWAL.... [ ]
INTER-FUND TRANSFER [ ]

CONTRACT DATA

Have you signed a labor contract requiring contributions into this Trust Fund?..... YES [xx] NO [ ]

Contract contains a maintenance of benefit clause:..... YES [xx] NO [ ]

Type of M.O.B.: FULL [ ] PARTIAL (Refer to contract) [ ] OTHER (Refer to contract) [xx]

If flat rate, does contract require ½ premium if less than 86 hours per month are worked? YES [ ] NO [xx]

IF PARTY TO A MASTER AGREEMENT, NAME ASSOCIATION: _____

EFFECTIVE DATE OF THIS AGREEMENT 6/23/02 EXPIRATION DATE 6/16/07

FIRST CONTRIBUTION DUE Jan. 2005 BASED ON Dec. 2004 EMPLOYMENT

COMPREHENSIVE BENEFIT PLAN

FLAT RATE PER MONTH $ 651.00

HOURLY RATE ON ALL HOURS $ _____

AUTOMATIC INCREASE

Eff. Date _____ Rate 731.00

Eff. Date _____ Rate 811.00

Eff. Date _____ Rate _____

AGREEMENT ACCEPTING: TEAMSTERS SECURITY FUND FOR SOUTHERN NEVADA

The undersigned acknowledges the attached Trust Instrument and that he has read and understood its terms. The undersigned Employer or Union, as the case may be, by its execution of this instrument, consents to and accepts the terms, conditions and provisions of the Trust. This acceptance shall be considered effective and operative upon its delivery to the Employer and Union Trustees and the written acceptance by such Trustees of this instrument.

Accordingly, the undersigned agree that the Trustees named in the Trust and their successor Trustees elected pursuant to the provisions of said Trust and Alternate Trustees, if any, selected or elected pursuant to the provisions of said Trust are and shall be his or its representatives and consent to be bound by the acts of said Trustees, successor Trustees and Alternate Trustees, pursuant to the provisions of said Trust.

This acceptance shall terminate and become inoperative as to any and all action taken by the Trustees thereafter from and after the date when the signator hereto has no collective bargaining agreement to which he or it is a party providing for payment into the Trust.

UNION Teamsters Local Union No. 14

By _____ (SIGNATURE) Date 10/08/04

GaryD. Mauger, Secretary-Treasurer

EMPLOYER Police Officers Association Detention & Corrections City of Las Vegas-

By _____ (SIGNATURE) Date 10/25/04

Oscar Goodman, Mayor

ACCEPTED BY THE TRUSTEES OF THE TEAMSTERS SECURITY FUND

By _____ By _____ Date _____

Approved as to form: _____ DATE: 10-12-04 ATTEST: _____ DATE: 10/25/04

When completed: White to Administrative Office — Yellow to Union — Pink to Employer

City of Las Vegas

Agenda Item No. 60

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: ROBERT GENZER ☐ CONSENT ☒ DISCUSSION

SUBJECT:
Discussion regarding possible changes to current Title 19.14.060 and 19.14.100 dimensional and other standards for On-Premise Free Standing Signs and Off-Premise Signs (billboards) and to direct staff accordingly - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:
To allow discussion pertaining to the separation distance between on-premise and off-premise signs and discussion pertaining to all current off-premise sign standards.

RECOMMENDATION:
No recommendation.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Memo to Mayor and City Council
3. Off-Premise Sign Exclusionary Zone Map
4. Submitted at meeting: hardcopy of PowerPoint

MOTION:
None required. A report was given.

MINUTES:
NOTE: A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:
OSCAR GOODMAN, Mayor
ROBERT GENZER, Director, Planning and Development
DAVID CLAPSADDLE, Planning Supervisor, Planning and Development
STEVE WOLFSON, Councilman
LARRY BROWN, Councilman
GARY REESE, Councilman
JANET MONCRIEF, Councilwoman

NOTE: COUNCILMAN REESE gave the following directions to MR. GENZER: 1) that the possibility of grandfathering older signs and setting Chelsea-type standards only for new signs be explored; 2) that consideration be given to waiving the increased distance requirements for older signs because then they would be non-conforming at the time of the two-year review; thereby, forcing the owner to take it down, and 3) that "visual blight" be better defined.

NOTE: COUNCILWOMAN MONCRIEF directed MR. GENZER to establish increased distance requirements because there are too many billboards within proximity to each other.

City of Las Vegas

Agenda Item No. 60

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

MINUTES - Continued:
(10:12 - 10:26)
1-2520

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: TXT-5129 - CITY OF LAS VEGAS

** CONDITIONS **

The Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to:

Title 19.14.100 shall be amended as follows:

Create a new 19.14.100 (B) (4) and (5):

4. The applicant shall provide a maintenance schedule for the off-premise sign and property at the time of submitting the application for a Special Use Permit.

5. In consideration of the approval or denial of a Special Use Permit for an off-premise sign, the Planning Commission or City Council may impose conditions requiring the overall site on which the off-premise sign is located to meet the landscaping, wall and buffer standards of the Code within a period of time specified by the Planning Commission and City Council.

Create new or amend the existing following standards in 19.14.100 (C):

2. No off-premise sign shall be erected on a vacant property that does not have a minimum of one permanent industrial or commercial use.

3. Off-premise signs are permitted in the C-1, C-2, C-M and M Zoning Districts Only. All proposed off-premise signs in the C-1 and C-2 zoning districts, regardless of orientation to the right-of-way shall be no closer than 500 feet in any direction to any other off-premise sign and no closer than 200 feet to any on-premise pylon sign of at least 26 feet in height, including those outside the corporate limits of the City. All off-premise signs in the C-M or M zoning districts shall be no closer than 300 feet in any direction to any off-premise sign, with no distance separations standard from any on-premise sign.

5. Off-premise signs which are within 660 feet of the right-of-way and which can be read from Interstate 15, US 95 from the north city limits to the Oran K. Gragson Highway, the Oran K. Gragson Highway or Interstate 515 shall be no closer than 750 feet ~~(measured along the highway frontage)~~ to any other off-premise sign within 660 feet of the right-of-way as described above, including those located outside the corporate boundaries of the City. ~~along the same frontage.~~ Each side of the highway shall be considered a separate frontage. ~~This standard shall also apply to off-premise signs outside of the corporate limits of the City.~~ ~~The sign and all other off-premise signs not oriented toward the same highway shall be no closer than 300 feet in any direction to any other off-premise sign, wherever located, including an off-premise sign that is situated outside the corporate boundaries of the City.~~

9. ~~Off-premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.~~ No portion of an off-premise sign shall be closer than 25 feet to any existing or future public right-of-way.

11. No off-premise sign shall be allowed within ~~300~~ 750 feet from the nearest property line of a lot in the "U" zoning district or "R" zoning district.

All standards will be re-numbered so they are in sequential order.

Create the following new standards for 19.14.100 (D)

6. All Special Use Permits shall be reviewed in a minimum of a five (5) year period, unless another period of time is established by the City Council. The City Council may require the sign to be removed as a result of the required review. The applicant shall be responsible for the notification cost of the review. Failure to pay these costs may result in a requirement that the off-premise sign be removed.

7. If any existing off-premise sign is removed, the Special Use Permit shall be expunged and a new off-premise sign can not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19, including, but not limited to, distance separation requirements, or (3) a variance to the applicable standards has been approved.

8. The off-premise sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the off-premise sign.

9. Only one advertising sign is permitted per sign face.

10. All off-premise signs shall be designed to discourage birds from creating a nuisance to the sign or property.

11. The permit number, permittee's name and telephone number, and the sign's address as assigned by the City shall be indicated on a 4 inch by 6 inch plate, or other approved substitute, installed so as to be readily accessible and readable, approximately six feet above the adjacent ground surface, on every proposed off-premise sign erected in accordance with the provisions of this section of the Code. The display shall also identify the owner of the off-premise sign.

12. It is the determination of the City that abandoned signs or those, which appear to be abandoned due to missing or disoriented panels, are a detriment to the health, safety and welfare of the general public. Therefore, the face of each permitted off-premise sign shall contain a discernable message or graphic at all time. Any off-premise sign that stands as a skeletal structure without message panels, or which has all blank panels or panels removed or arranged in such a manner as to make the message unreadable shall be considered in disrepair and not in compliance to this section of the Code.

13. No off-premise sign shall be erected over an existing structure. Following construction of the sign, no building shall be constructed or placed beneath any part of the off-premise sign.

14. All proposed off-premise signs and supporting structures shall be painted to match any structures on the parcel. Additional design standards for those off-premise signs located in the C-1 and C-2 districts may be required to provide enhanced aesthetics, such as but not limited to pole covers or the number of design of support structures.

** STAFF REPORT **

APPLICATION REQUEST

Discussion and possible action to amend a portion of Title 19.14.100 of the Las Vegas Zoning Code. This amendment would amend certain existing standards for off-premise signs, as well as establish new ones.

BACKGROUND INFORMATION

07/15/04	The Planning Commission conducted a workshop to discuss issues and possible Code changes pertaining to Off-Premise Advertising Signs.
09/23/04	The Planning Commission will hear a text amendment regarding the demolition of existing off-premise signs due to roadway expansion. (TXT-5129).
09/23/04	The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #54).

ANALYSIS

It is a common occurrence for the Planning Commission and City Council to hear four to eight applications a meeting for new off-premise advertising signs, as well as two year required reviews for previously approved signs. The issues pertaining to the approval or denial of billboards is complex; Title 19.14.100 provides standards for the location, size, distance separation and height for these types of signs, yet also contains a provision that the aesthetic impacts of these signs may be taken into account when consideration of approval or denial takes place. There are no well-defined standards in the Code pertaining to aesthetics, although conditions are routinely attached to a Special Use Permit that are not in the Code. Also, it is also common for discussion to take place regarding clutter and present and future maintenance of not only the sign, but the property as well. Some signs have been approved due to the fact that no other billboards have been approved along a roadway corridor, while some have been denied to prevent clutter from occurring.

Related to the placement of off-premise signs is on-premise signage. One example of this connection is the issue of height; any commercial business can have a 40 foot high on-premise sign. The height standard, with some exceptions along freeways for off-premise signs is also 40 feet; yet the Code treats these in entirely separate sections of the Sign Ordinance (Title 19.14.100).

Still another concern is the one size fits all in terms of signs located in commercial or industrial areas of the City. It may be more prudent to establish strict size, dimension, distance separation and height standards for those located in commercial areas as opposed to industrial areas of the City.

Another aspect of off-premise signs is the Exclusionary Zone, where the placement of billboards is not allowed. It has never been amended since it was adopted. Changing this map is a maze of complexity, and will be dealt with at a later date.

In summary, current Code standards are not adequate to address issues raised by the containing influx of off-premise sign applications to the City. Substantial amendments need to be made in order to ensure the orderly development of the City.

NOTICES MAILED NEWSPAPER ONLY

APPROVALS 0

PROTESTS 0

Memorandum

City of Las Vegas
Planning & Development

To: MAYOR OSCAR B. GOODMAN
MAYOR PRO TEM GARY REESE
COUNCILMAN LARRY BROWN
COUNCILMAN LAWRENCE WEEKLY
COUNCILMAN MICHAEL MACK
COUNCILWOMAN JANET MONCRIEF
COUNCILMAN STEVE WOLFSON

From: David Clapsaddle, Planning Supervisor

CC: Margo Wheeler, Deputy Director,

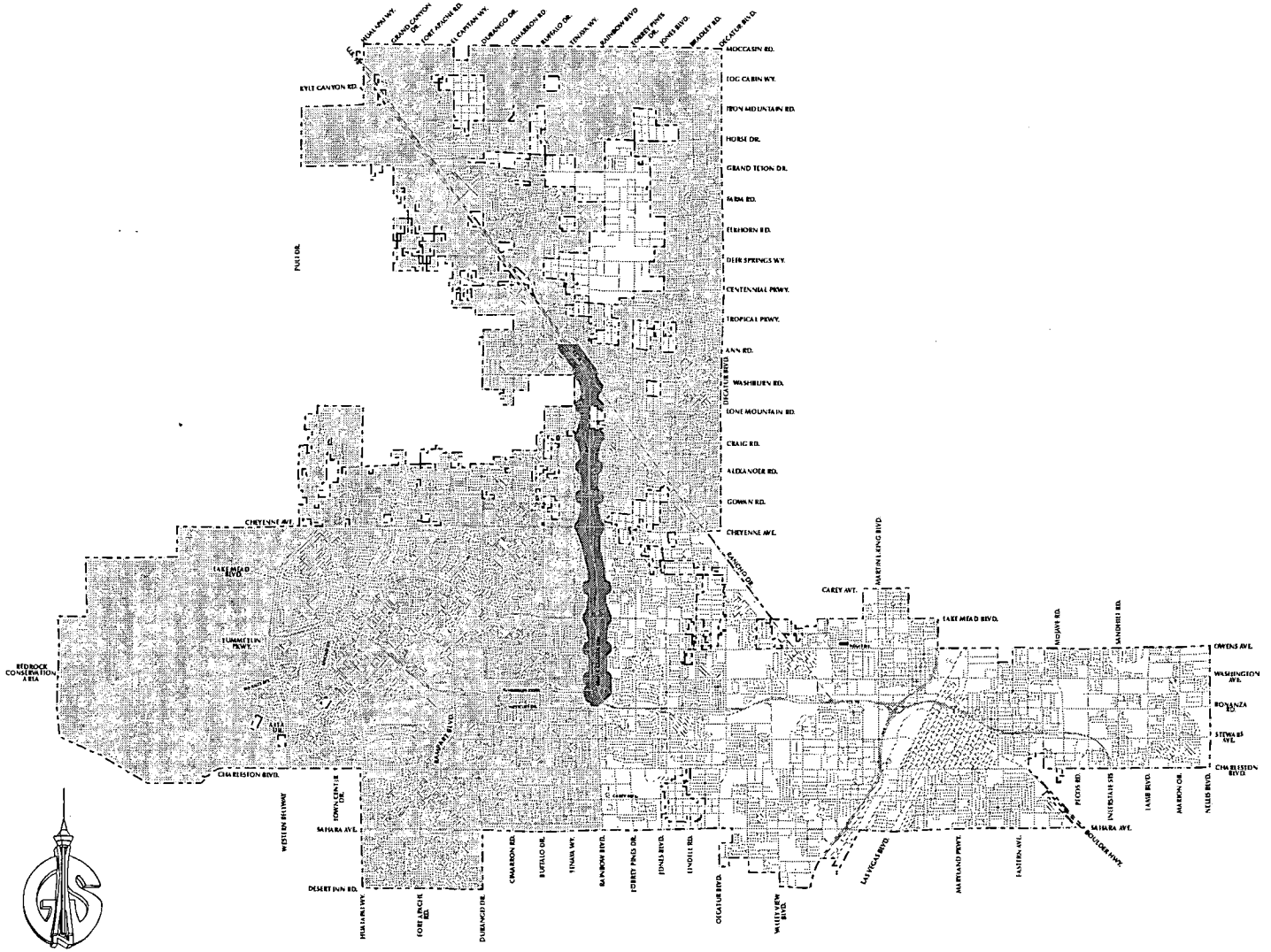
Date: October 7, 2004

Re: Amendments to Off-Premise Sign Ordinance

Attached are seven copies of the back-up pertaining to amending certain regulatory criteria for off-premise signs that was distributed to the Planning Commission at their September 23rd meeting. In summary, these amendments accomplish the following:

1. Requiring a maintenance schedule to ensure both the billboard and property are adequately maintained at all times.
2. The Planning Commission and City Council may impose a condition requiring the owner to conform to the landscaping, wall and buffer standards within a specified amount of time.
3. Prohibit the construction of a billboard on a vacant piece of property.
4. Create different separation distance standards for those billboards constructed on commercial and industrial zoned property. Currently, the minimum separation distance for any billboard in the City is 300 feet; this would increase to 500 feet for commercial properties. The purpose is to reduce visual clutter along commercially developed arterials.
5. Increase the separation distance from 300 to 750 feet from residentially zoned property.
6. Provide a separation distance between on-premise pylon signs of 26 feet in height or greater in order to reduce visual clutter along commercially developed arterials.
7. Codify standards now attached to Special Use Permits, such as allowing only one sign face per sign, requiring a five year review, keeping the sign graffiti-free at all times and requiring any abandoned signs to be called for possible revocation of their special use permit.
8. Consider expansion of the Off-Premise Sign Exclusionary Zone, which is attached to this memorandum.

On September 23rd, the Planning Commission was asked to forward their comments, suggestions and concerns to staff so a full review of the changes could be discussed at their October 21st meeting. After that, staff will meet with affected private sector parties to get their input and place it back on the next available Planning Commission meeting to make a recommendation to the City Council.



City of Las Vegas

Off-Premise Sign Exclusionary Zone

- Streets
- Zone
- Exempt
- City Limit

Plotted date:February 26, 2002

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

Geographic Information System
Comprehensive Planning
702-229-6022

PLANNING & DEVELOPMENT
CITY OF LAS VEGAS
Development Services Center

OFF-PREMISE SIGN PRESENTATION FOR JULY 15TH PLANNING COMMISSION WORKSHOP

10/20/04 CC Att #60

CURRENT STANDARD REVIEW

Size:

- Surface area: No more than 672 square feet,
- Embellishment of 5 feet above rectangular surface may be allowed if less than 128 square feet.
- An embellishment is defined as a frame or bracket around the outside of a sign that is used to define the boundaries of, decorate, and/or hold the sign, not including logos or words.

Distance Separation:

- All signs not oriented to the same highway must be 300 feet apart
- All signs within 660 feet of and can be read from I-15, US 95, the Oran K. Gragson Highway or I-515 must be 750 feet apart from any other sign along the same frontage.
- All signs must be at least 10 feet from the right-of-way line of a freeway and 50 from the intersection of present or future rights-of-way.
- Must maintain a setback of 300 feet from any "U" or "R" zoned property



CURRENT STANDARD REVIEW..

Height Standards

- Generally: 40 feet
- If 30 feet above elevated highway if within 150 feet
- 55 feet if obscured at 40 feet and Council approves

COMPARISON OF PREVIOUS AND CURRENT CODE

- Original Sign Code Adopted in July, 19 1995
- Basic Language adopted in 1996; 300 foot residential distance separation imposed
- Next Major Change in 1997- Exclusionary Zone

OTHER CODE STANDARDS

Comparison of Other Off Premise Code Standards

City of Henderson	City of North Las Vegas
Allowed in Off-Premise Sign Zone	Overlay District with C-2 or M-2
100 feet from a residence	300 feet from residential zone
50 foot height, including embellishment	50 foot height, excluding emb
25 foot setback from any right-of-way	10 foot from P/L; 25 from I-15
750 feet between signs	750 feet; 500 for signs made
SUP good for 10 years; re-issued for 5	Five year Review required
Must have discernable message	Discernable message or graphic
Not permitted over buildings or mobile homes	Same
	Leading edge must be within 300 feet of I-15
	Leading edge must be within 50 feet of Rancho Drive
	Can't have on parcel where a structure exceeding 3 feet in height has been placed, except a fence or use otherwise permitted by SUP
	Sign must be elevated 9 feet above grou and have maximum of two supports

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

CURRENT OFF-PREMISE SIGN ISSUES

Inconsistent Approach

- Recommendation of denial of some due to visual clutter although Code standard is met
- Sometimes go denial since there are no other boards there and Code standard is met
- Distance separation standard cannot be waived.

Overall Number of Signs is not Addressed

- On-site freestanding signs, including pylon signs can result in the same impacts as off-premise signs; yet do not factor into the distance separation or height standards.

CURRENT OFF-PREMISE SIGN ISSUES..

Appearance Standards

- Chelsea billboards
- General appearance standards
- Visual Clutter
    - Mixing Off-Premise and On-Premise Signs
    - Obscuring Buildings
    - The Sea of Signs
- Lighting
- Birds
- Different Standards for Commercial and Industrial Zones
- Landscaping
- Maintenance

CURRENT OFF-PREMISE SIGN ISSUES..

Appearance Standards

- Chelsea billboards



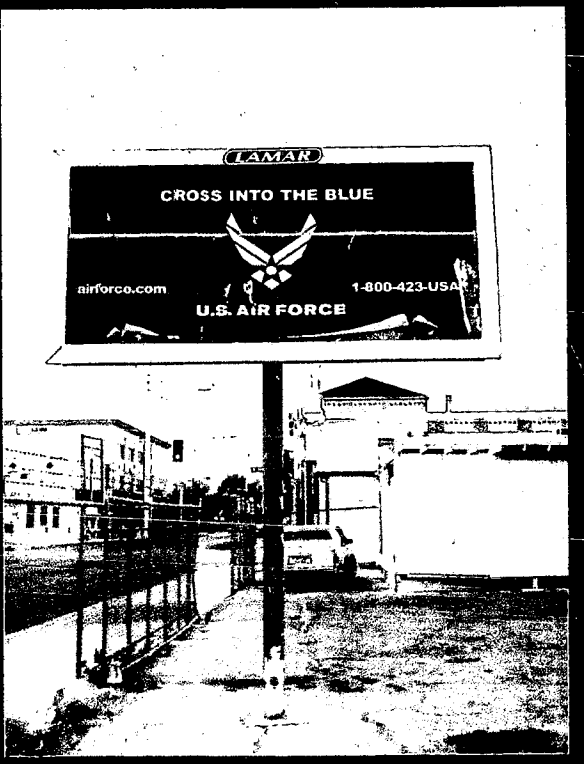


CURRENT OFF-PREMISE SIGN ISSUES..

Appearance Standards

- General appearance standards





PLANNING & DEVELOPMENT

CURRENT OFF-PREMISE SIGN ISSUES..

Appearance Standards

- Visual Clutter





Mixing Off-Premise and On-Premise Signs

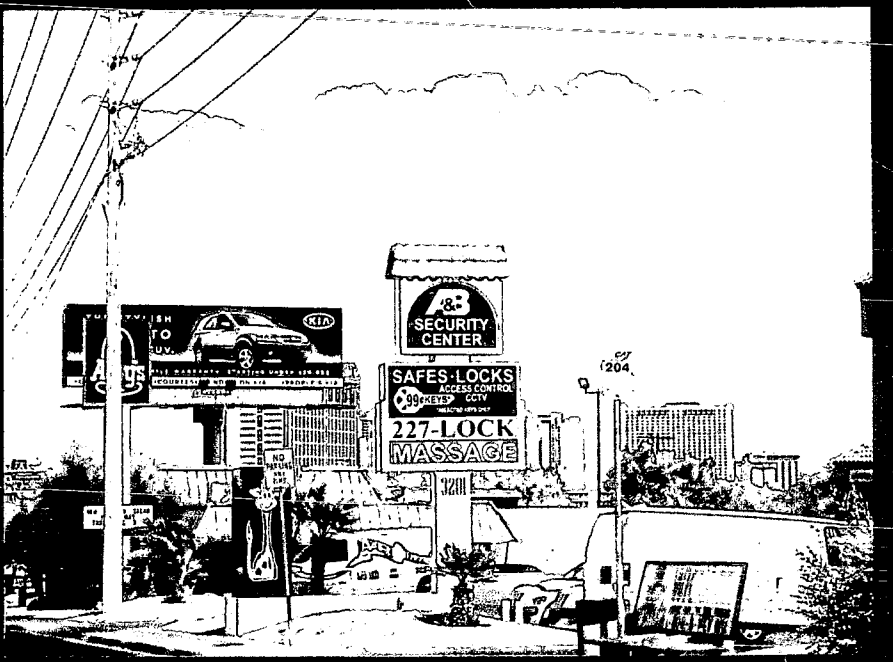
PLANNING & DEVELOPMENT

CURRENT OFF-PREMISE SIGN ISSUES..

Appearance Standards

- Visual Clutter





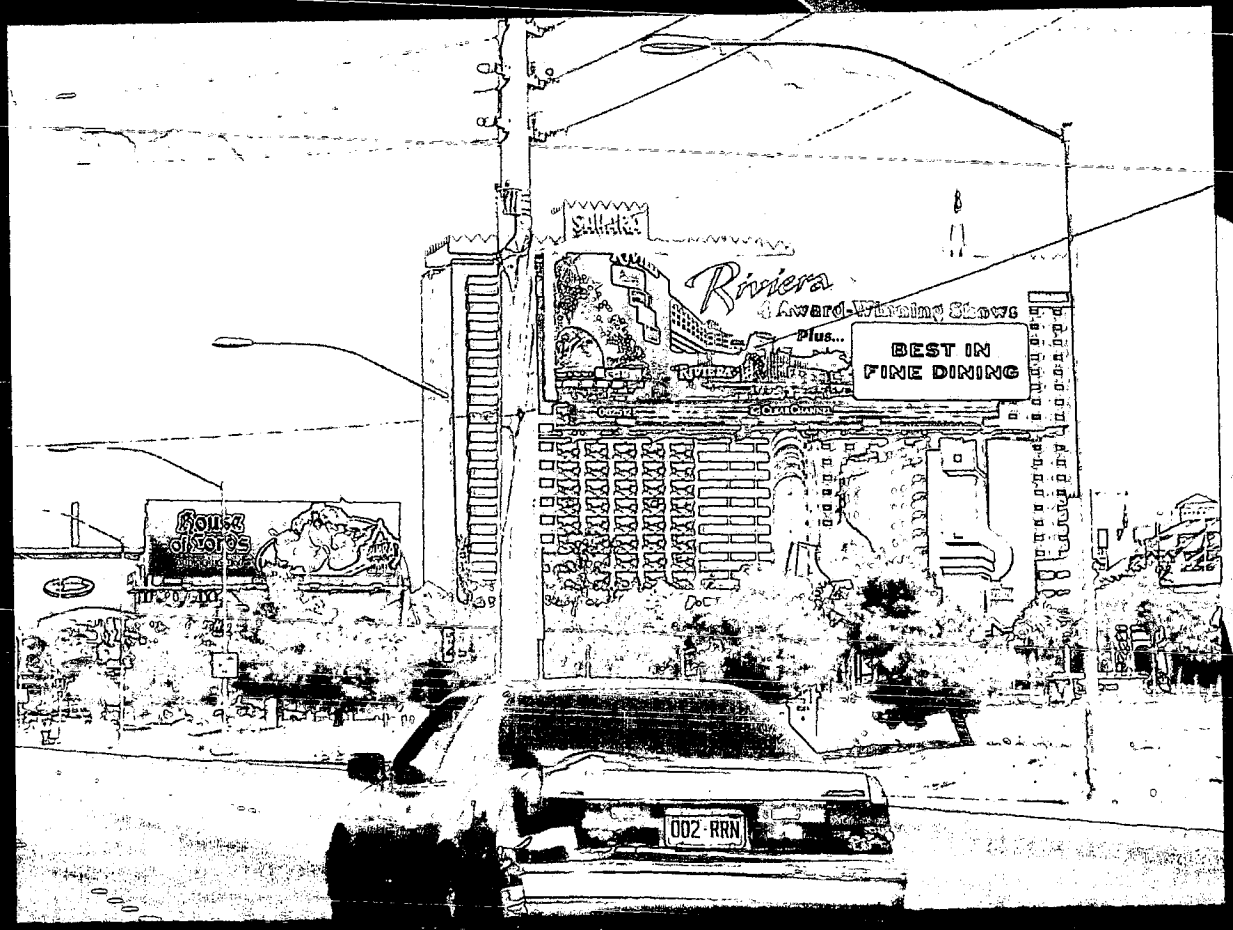
Mixing Off-Premise and On-Premise Signs

CURRENT OFF-PREMISE SIGN ISSUES..

Appearance Standards

- Visual Clutter

Obscuring Buildings

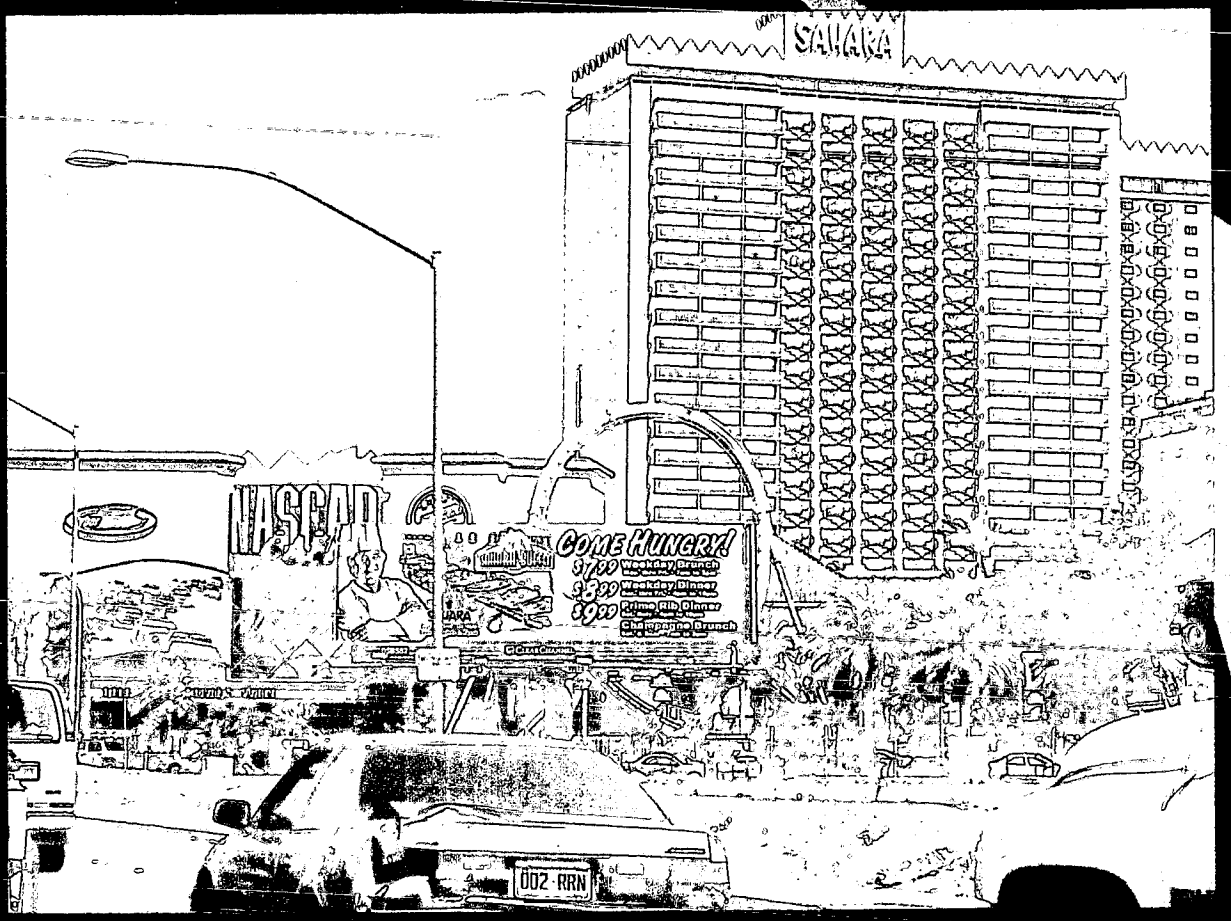


CURRENT OFF-PREMISE SIGN ISSUES..

Appearance Standards

- Visual Clutter

Obscuring Buildings



CURRENT OFF-PREMISE SIGN ISSUES..

Appearance Standards

- Visual Clutter

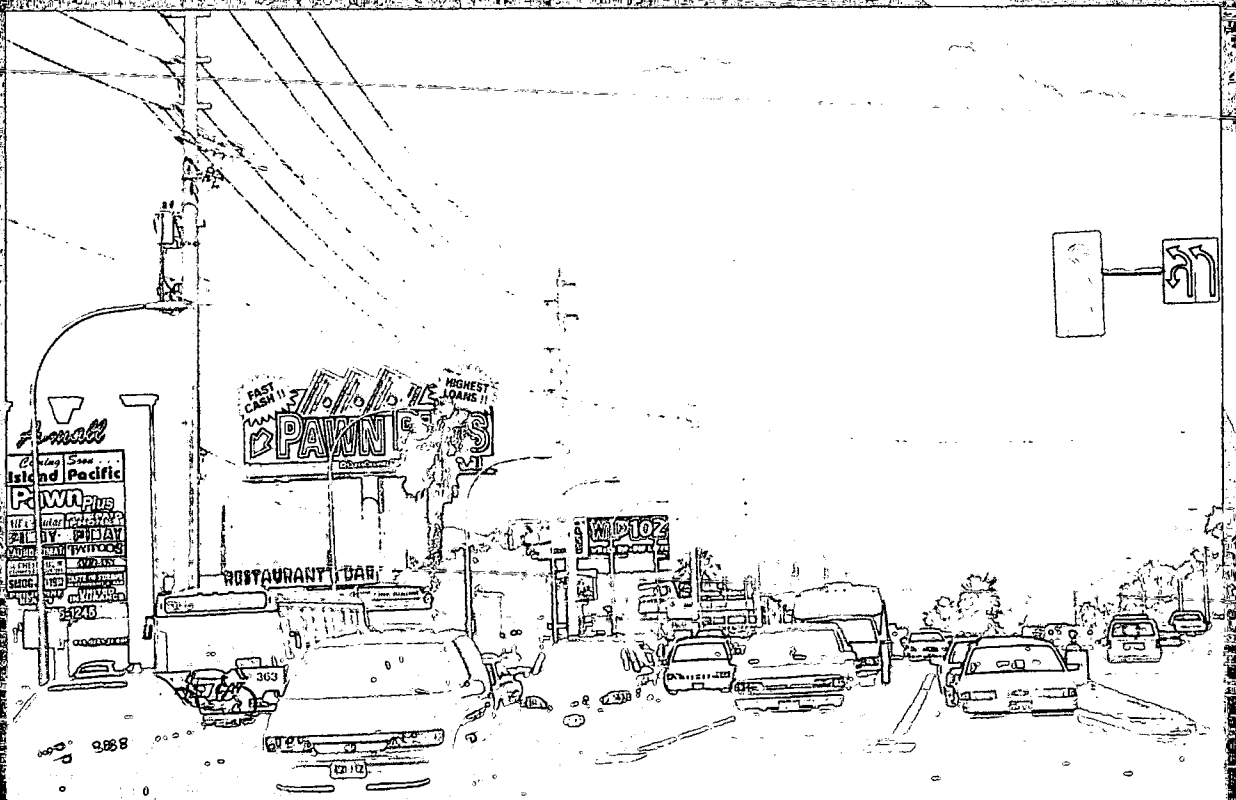
The Sea of Signs



CURRENT OFF-PREMISE SIGN ISSUES...

Appearance Standards

- Visual clutter



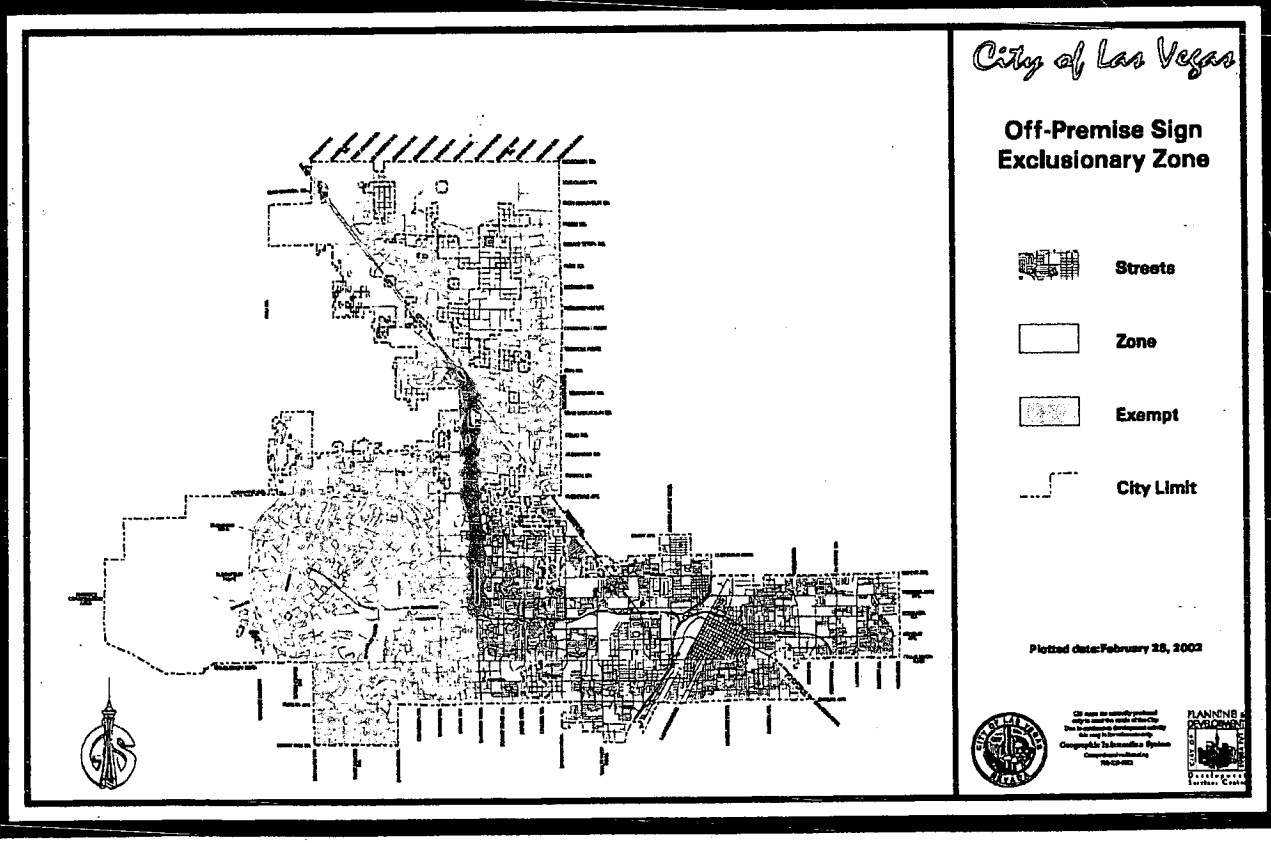
- The Sea of Signs

PLANNING + DEVELOPMENT

CURRENT OFF-PREMISE SIGN ISSUES..

The Exclusionary Zone

- The map for identifying areas where off-premise signs are prohibited was adopted in September of 1998. It may be time to see if this zone should be expanded.



POSSIBLE SOLUTIONS

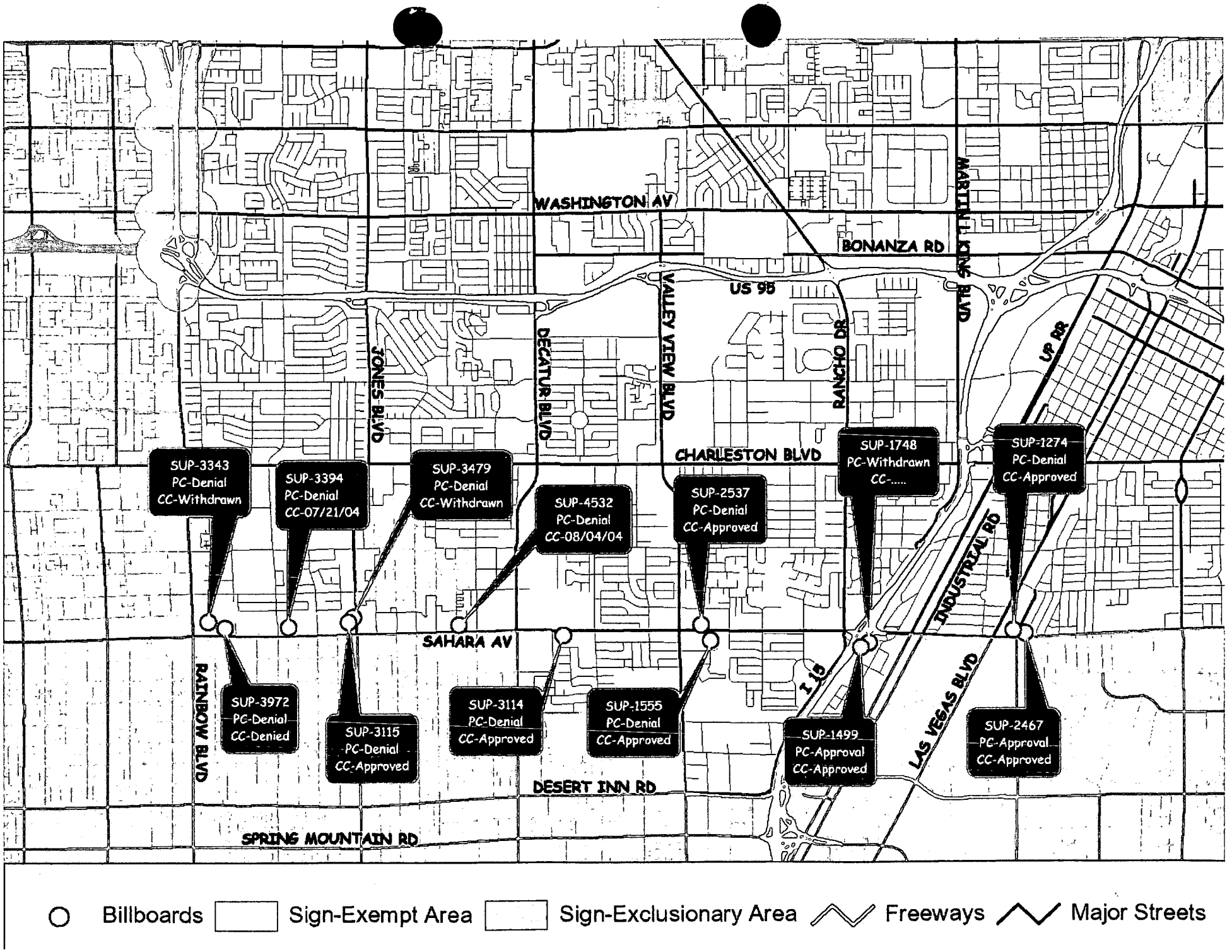
Expand the Exclusionary Zone

- Both sides of the issue could be addressed; areas with too many signs with excessive clutter could be restricted from having additional signs. Roadways yet to experience billboards would be precluded.

Set New Code Standards

- Increase the distance separation between billboards without freeway frontage from 300 to 500 feet. The same, or a more restrictive standard could be set from residential property.
- Establish distance between on premise pylon signs and off premise signs.
- Limit total number of signs within a defined area.

PLANNING & DEVELOPMENT


WASHINGTON AV
BONANZA RD
MARTIN L KING BLVD
US 95
VALLEY VIEW BLVD
RANCHO DR
UP RR
JONES BLVD
DECATUR BLVD
CHARLESTON BLVD
SUP-3343
PC-Denial
CC-Withdrawn
SUP-3394
PC-Denial
CC-07/21/04
SUP-3479
PC-Denial
CC-Withdrawn
SUP-4532
PC-Denial
CC-08/04/04
SUP-2537
PC-Denial
CC-Approved
SUP-1748
PC-Withdrawn
CC-.....
SUP-1274
PC-Denial
CC-Approved
INDUSTRIAL RD
SAHARA AV
RAINBOW BLVD
I-15
LAS VEGAS BLVD
SUP-3972
PC-Denial
CC-Denied
SUP-3115
PC-Denial
CC-Approved
SUP-3114
PC-Denial
CC-Approved
SUP-1555
PC-Denial
CC-Approved
SUP-1499
PC-Approval
CC-Approved
SUP-2467
PC-Approval
CC-Approved
DESERT INN RD
SPRING MOUNTAIN RD
Billboards
Sign-Exempt Area
Sign-Exclusionary Area
Freeways
Major Streets

VERBATIM TRANSCRIPT –Item 60

Item 60 – Discussion regarding possible changes to current Title 19.14.060 and 19.14.100 dimensional and other standards for On-Premise Free Standing Signs and Off-Premise Signs (billboards) and to direct staff accordingly – All Wards

Appearance List:

OSCAR GOODMAN, Mayor
ROBERT GENZER, Director, Planning and Development
DAVID CLAPSADDLE, Planning Supervisor, Planning and Development
STEVE WOLFSON, Councilman
LARRY BROWN, Councilman
GARY REESE, Councilman
JANET MONCRIEF, Councilwoman

(10:12 – 10:26)

1-2520

14 minutes

Typed by: Vicky Darling
Proofed by: Angela Crolli

MAYOR GOODMAN

All right. Item 60. This is discussion regarding possible changes to current Title 19.14.060 and 19.14.100 dimensional and other standards for On-Premise Free Standing Signs and Off-Premise Signs, which are billboards, and to direct staff accordingly. This pertains to all Wards.

ROBERT GENZER

Thank you, Your Honor. Good morning. At your last Council meeting, Councilwoman Moncrief and Councilman Brown raised a number of concerns regarding what appears to be the increased number of applications in the City of Las Vegas for new billboards, at various locations. We were asked to do some research to determine what the other entities in the Valley are currently doing, that may be driving those additional numbers of applications to us. We are in the process of doing that. With the two weeks that we have had, we are not in a position this morning to provide you with that information today, but we will continue to do that research and hope to come back to you probably in a month with – that information.

What we have done today is put this item on the agenda. We have also included the on-premise free standing signs as part of the discussion item, because one of the other things that we are seeing in Planning's, and Development, is a tend – okay, I didn't do it, a tendency to have a number of applications come before you to put billboards on existing commercial sites, which we believe would then create conflicts with the existing on-premise signage. And we think if there's going to be a discussion of the billboard issue, that needs to be included.

Mr. Clapsaddle is with me this morning to give you a brief presentation on a text amendment that staff is proposing to bring forward, it was actually given to the Planning Commission a month ago, for them to review. It will be heard by them tomorrow evening at their meeting. We do have some visual that has been prepared that shows some of the sign situations that we believe need to be discussed. And with that, I'm going to turn it over to Mr. Clapsaddle. We'll be happy to answer any questions at the end of his presentation.

MAYOR GOODMAN

Mr. Clapsaddle.

DAVID CLAPSADDLE

Good morning. At the Planning Commission workshop that we had back in July, the Planning Commission asked us to take a look at several issues regarding off-premise signs. They included the issues of visual clutter. When we have several billboards, on-premise signs along Charleston, Sahara and our commercial arterials, there got to be an issue regarding visual clutter. Property and billboard maintenance, not only properly maintaining the billboard, but properly maintaining the property that the billboard is placed on. And also, taking a look at putting something in the code that gives both Planning Commission and City Council the ability to put a condition on a billboard site to have them bring it up to code over a – specific period of time. For instance, bringing it up to parking standards, bringing it up to landscaping standards. We don't have that in the code today, that's something that we were looking at discussing.

Another issue we had was design characteristics and design considerations. A lot of times at Planning Commission and City Council we talk about the Chelsea billboard design and whether we want to have that as a standard, whether it's appropriate to put it or recommend it in other areas of – the City. That's something also that was under discussion.

Another part of the discussion was the consistency to the process. Sometimes we will either recommend or have a billboard approved because there are other billboards along the street. Other times we'll say denial because there's too many. We also have the opposite. Sometimes we'll recommend a billboard along a street because there is no visual clutter. Other times we'll recommend denial because we don't want to begin placing billboards along arterials or streets where we don't have any. So what we did was come up with a proposal. As Director Genzer said, we gave that to Planning Commission a month ago. We have not received any comments back yet from Planning Commission, but it is on their agenda for discussion tomorrow.

In your backup, some of the things we were talking about changing the code was, one, requiring a maintenance schedule. If the appearance of the billboard is an issue and we have required reviews at sometimes six months, two months, two years, five years, if we make billboard operators give us a maintenance schedule, how often are you gonna paint it, how often are you gonna maintain the property, that will give us something to review at the end of that two and five year period. Another thing we looked at was, again, allowing the imposition of a condition to bring a property up to standards, landscaping, improve the building, those types of issues. Frequently we get billboards, applications on vacant pieces of property and we are looking at

recommending prohibiting that. Because a lot of times whenever you have a – billboard on a vacant piece of property, it takes a long time, if ever, to develop. And so we think that's another thing to discuss.

Another item for discussion was different standards for commercial and industrial zones for billboards. A lot of times we have fewer concerns in the industrial areas for off-premise signs, but we have additional concerns for commercial. So one of the things in your backup we're looking at is increasing the separation distance along commercial arterials from 3 to 500 feet, leaving it as it is in industrial, and also looking at having a 200 foot separation distance between an on-premise pylon sign of 40 feet and a billboard of 40 feet, to reduce visual clutter. Also looking at increasing the distance separation between residential and billboards. Also looking at codifying standards that we put on special use permits. Today, we put several conditions on special use permits that are not in the code. One advertising sign per face, those types of – conditions. And we think that it would be better to codify those instead of putting those on as conditions.

The final issue is the exclusionary zone. The exclusionary zone was first adopted in 1997, where billboards are not permitted. It has never been reviewed, never been changed, never been up for amendment. And so we're going to take a look, in a long term, at looking at the exclusionary zone and what changes need to be made. That's what was presented to Planning Commission, that was what was presented in your backup. Any question that you might have for direction, be glad to answer them for you.

MAYOR GOODMAN

Very good. Any questions of Mr. Genzer or Mr. Clapsaddle?

COUNCILMAN WOLFSON

Just a – just, Your Honor, –

MAYOR GOODMAN

All ri – Councilman Wolfson.

COUNCILMAN WOLFSON

Thank you. Just a quick question. Who are you gonna have participating in your discussions and meetings to look at all these issues? Are you gonna have people from the industry itself participate?

ROBERT GENZER

That would certainly be our intent.

COUNCILMAN WOLFSON

I would – think that that would be a good idea, to encourage – some people from the industry, so that they could provide their input early on in these discussions. Thank you.

MAYOR GOODMAN

All right. Thank you. Any other questions or comments at this time?

COUNCILMAN BROWN

(inaudible)

MAYOR GOODMAN

Councilman Brown.

COUNCILMAN BROWN

Mr. Genzer, timeframe then, as far as, just review that once more. When does this go, this goes back to the Planning Commission?

ROBERT GENZER

The – text amendment that we are currently proposing, which I don't know if it goes as far as you may want to go or not, is scheduled to be heard tomorrow evening. Assuming that it is approved by the Planning Commission at that time, we will then send it to the City Attorney's office, ask them to put it in ordinance form. So, I would anticipate that would come forward to

the City Council, realistically, the first meeting in December. We might be able to get it on by the second meeting in November, but more likely in December.

COUNCILMAN BROWN

And where's your comfort level as far as the research on other ordinances in Southern Nevada?

ROBERT GENZER

I'll – let Dave answer that one, tell you where we're at at the present time. It is our understanding, and – we have not verified this, that there may actually be an item regarding billboards on the North Las Vegas City Council agenda today. We're trying to find that out. They, why don't you go ahead from there.

DAVID CLAPSADDLE

After the July Planning Commission workshop, we took a look and reviewed the standards of the City of North Las Vegas, City of Henderson, we got Clark County's regulatory criteria prior to the institution of the moratorium, and we also did research with other jurisdictions around the country to look at design and different, billboards designed that are on the market today.

COUNCILMAN BROWN

Well, just, one of the issues that came up last time, Dave, was just to make sure that other entities aren't banning billboards or creating areas, exclusionary areas that are then forcing billboard, or encouraging billboard companies to come into the City corridors. So, that comparison as far as what is being allowed or prohibited, that research, can that be done by the time the draft ordinance would appear at City Council, do you think?

DAVID CLAPSADDLE

Yes, it can. And as part of this draft, we took a look at what we thought were some of the best ideas that the other jurisdictions had, and try to take a look at what would work for us and incorporate them into this ordinance.

COUNCILMAN BROWN

Good. We appreciate it. Thank you, Your Honor.

MAYOR GOODMAN

All right, thank you. Anybody else?

COUNCILMAN REESE

Yes, Your Honor. I just have a couple of questions on, as far as grandfathering some of these older signs that we have in Las Vegas. I know it'd be quite expensive to go in and redo existing signs. I would like to look at that. And also, if we're gonna set a standard, I think it should be – for the new signs, and any new sign that we allow, if we are gonna use the – Chelsea type format.

Also, one thing that kinda bothers me in increasing the distance requirements. Okay, you have, you may have a sign that is 315 feet, so we, from another sign, and then we increase that to 500 feet, so that makes that sign, when it comes for its two year review or whatever, non-conforming. And I – don't like to put people that have – invested money in putting a sign in that allows us to go in there and take, make them take the sign down because it may – be non-conforming.

ROBERT GENZER

We appreciate that concern. We can certainly look at that. You know, we, we are looking at billboards kind of evolving here. I think Chel, the Chelsea boards have probably set a new standard for us. I don't know that, as a planner, I can stand here and tell you that that type of board is necessarily appropriate at every location.

COUNCILMAN REESE

Well, but again though, my – concern though, Mr. Genzer, is – trying to make some of the older signs that we have allowed in the past to have a sign company go in there and try to make it look like something like that. To me, it'd – be just, the cost would be preposterous. I mean, I –

ROBERT GENZER

We understand.

COUNCILMAN REESE

I – and – again, I support anything we can do here. I think that, I know I have some cross streets in my Ward that I don't want to have any billboards on it. I think there are certain corridors that should have billboards, and I certainly support Councilman Mack and Councilman Brown and Councilman Wolfson in the newer areas, if they want to look at banning billboards in certain areas, I support that a hundred percent. Because I know the visual blight that I have in – my Ward and in some – and I won't speak for Councilman Weekly and/or Councilwoman Moncrief, but I know that – we fight it all the time. And the one – thing that we use the term, visual blight, okay? And I think if you ask everybody in the audience or everybody up here, they would have a different answer for you if you ask them what is visual blight. And so I think, I would like to see more of a definition, whether it's five signs or – ten, there has – to be a definition, to me, when you're saying it's a visual blight, so we recommending denial for it. And, I mean, I could go out there and look at it and it may be, but the Mayor may go look at it or Councilman Brown may look at it, he may not see the same thing that you're looking at. So I – would like to see that. Thank you.

MAYOR GOODMAN

Thank you very much. Councilwoman?

COUNCILWOMAN MONCRIEF

Thank you, Your Honor. I appreciate staff for you looking into this, 'cause this is a – very big issue to me. I've been having eight to ten applicants per Council meeting. And so there's obviously some type of issue that's bringing more and more into Ward 1. I'm not sure about the other Wards. But I would really like for you to look into further and I think we need some type of either further distance requirement or something, so that there's not quite so many applicants. I, for these billboards, because there's just too many and, to me, it is just very ugly.

ROBERT GENZER

We appreciate the direction and we will be able to come back as – soon as possible, hopefully with the answers for you.

MAYOR GOODMAN

(inaudible) All right. Thank you very much for the report. 'Preciate it.

(END OF DISCUSSION)

/vwd;ac

City of Las Vegas

Agenda Item No. 61

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: ADMINISTRATIVE SERVICES
DIRECTOR: CHRISTOPHER KNIGHT ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:
RESOLUTIONS:

R-158-2004 - Discussion and possible action on a Resolution to encourage volunteerism and public stewardship through the Take Pride in America Program - All Wards

Fiscal Impact:

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

PURPOSE/BACKGROUND:
The Take Pride in America Program is a federally-supported program that seeks to improve volunteerism and civic involvement among citizens, including increasing responsibility for stewardship of our public lands, facilities, cultural, and historical sites, as well as public resources such as schools, parks, streets, beaches, state and federal lands, and cultural or historic sites. The Take Pride in America Program will also recognize the city of Las Vegas as a Take Pride City and allow participants and programs to enter an annual award competition.

RECOMMENDATION:
Approval.

BACKUP DOCUMENTATION:
1. Resolution No. R-158-2004
2. Submitted at meeting: hardcopy of PowerPoint

MOTION:
REESE - APPROVED as recommended - UNANIMOUS with MONCRIEF not voting

MINUTES:
SABRA SMITH, Administrative Officer, Neighborhood Services, indicated that the departments of Administrative Services, Neighborhood Services, and Leisure Services have been working to establish a partnership with the Take Pride in America Program. She then briefly went over the information under the above Purpose/Background section. This program would not cost the City any money. It would only require the City to host at least two volunteer projects each year. Recently the City of Las Vegas was signed up to be a Take Pride in America City and has identified several existing programs that utilize volunteers for this program. Using PowerPoint, MS. SMITH showed a logo of the Take Pride in America program that would have to be used when promoting some of the volunteer opportunities. In exchange the program would recognize the City of Las Vegas for its efforts and those of the participating volunteers.

MS. SMITH explained for MAYOR GOODMAN that this is a federal program that was started in 1985 and recently resurrected by President George W. Bush. MAYOR GOODMAN noted that nothing can be done without volunteers.
(10:26 - 10:28)
1-3222

RESOLUTION TO ENCOURAGE VOLUNTEERISM AND PUBLIC STEWARDSHIP THROUGH THE TAKE PRIDE IN AMERICA PROGRAM

WHEREAS, in 1990 Congress adopted Public Law No. 101-628, which, among other things, established within the United States Department of the Interior a volunteer-based program to be known as the Take Pride in America Program; and

WHEREAS, the Take Pride in America Program is an initiative to enhance and expand volunteer stewardship of our neighborhoods, recreation areas, and cultural and historical sites; and

WHEREAS, the Take Pride in America Program is a partnership effort among Federal, State, and local governments, community, civic, and youth organizations, conservation groups, and corporations; and

WHEREAS, the Take Pride in America Program is a call to action to every American to participate in enhancing and conserving our public lands and resources for future generations; and

WHEREAS, the cornerstone of the Take Pride in America Program is the belief that you have to engage individuals to take responsibility for improving their community environment; and

WHEREAS, the Take Pride in America Program aims to increase awareness in the public of citizen responsibility for stewardship of our public lands, facilities, cultural and historical sites; and

WHEREAS, the Take Pride in America Program aims to increase volunteerism in the community to protect and maintain our public resources, including schools, parks, streets, beaches, state and federal lands, and cultural or historic sites; and

WHEREAS, the Take Pride in America Program aims to recognize commendable volunteer projects and individuals; and

WHEREAS, the City Council supports the goals of volunteerism and public stewardship of our communities and public resources; and

WHEREAS, participation in the Take Pride in America Program will provide recognition of the City of Las Vegas as a local government that supports the values of volunteerism and public stewardship; and

WHEREAS, participation in the Take Pride in America Program will further the City Council's strategic priorities of revitalizing and invigorating our mature areas and the urban core as well as supporting and encouraging affordability, livability, and pride in our neighborhoods.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Las Vegas to participate in the Take Pride in America Program through the sponsorship or hosting of at least two events per year that prominently display the Take Pride in America

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logo and support the above mentioned mission and goals of the Take Pride in America Program.

PASSED, ADOPTED, AND APPROVED this 20th day of October, 2004.

CITY OF LAS VEGAS

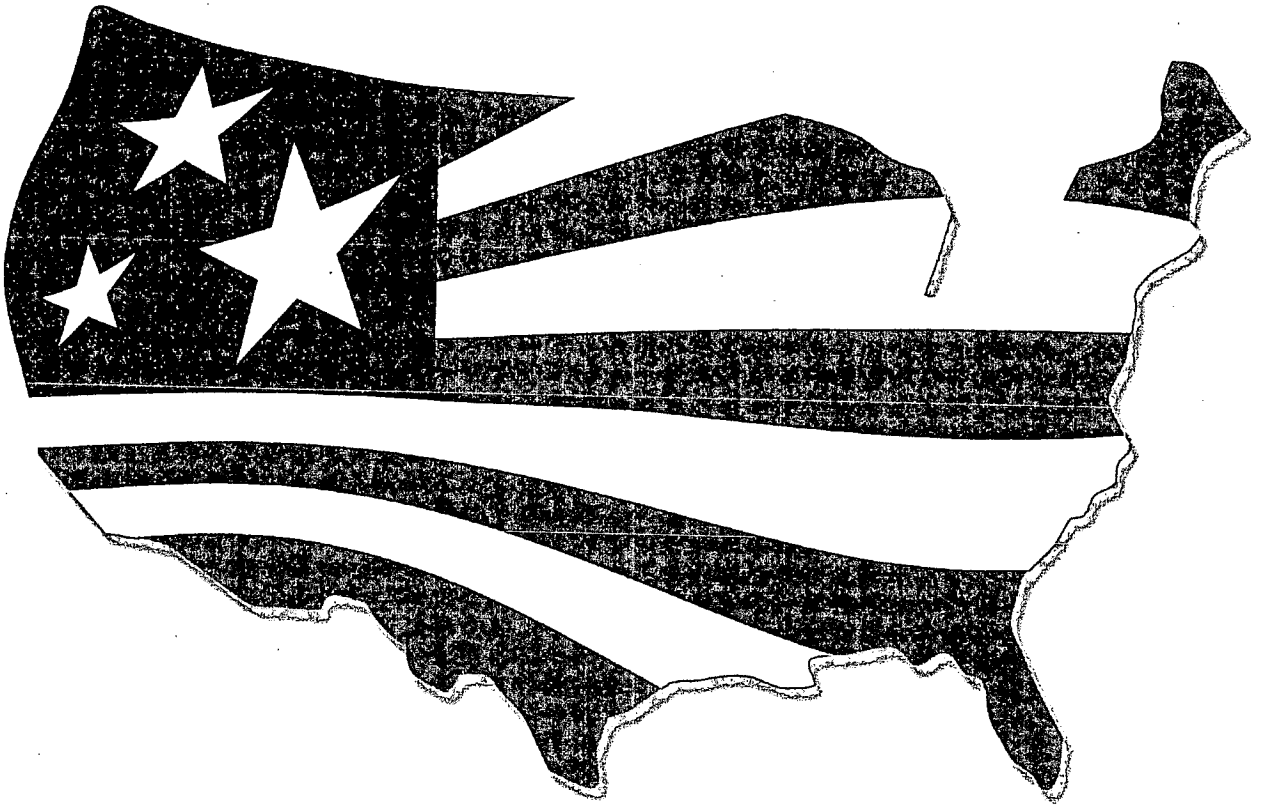
BY _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM

Val Steed 9-4-04
Date



TAKE PRIDE® IN AMERICA

It's Your Land, Lend A Hand

10/30/04
Sept 22 #1948

City of Las Vegas

Agenda Item No. 62

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

ANIMAL ADVISORY COMMITTEE - Staci Columbo, Term Expiration 11-15-2004

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. Ms. Columbo is eligible and wishes to be reappointed.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. Ms. Columbo is eligible and wishes to be reappointed.

BACKUP DOCUMENTATION:

1. Memorandum from Roger Van Oordt, Animal Control Supervisor, Detention & Enforcement
2. Current Listing and Authority - Animal Advisory Committee

MOTION:

MACK - Motion to REAPPOINT STACI COLUMBO - UNANIMOUS with MONCRIEF not voting

Clerk to notify

MINUTES:

COUNCILMAN MACK noted that MS. COLUMBO has done a great job on this committee.
(10:28 - 10:29)
1-3371

Memorandum

City of Las Vegas
Detention and Enforcement

To: DONNA WILLEY

From: ROGER VAN OORDT; ANIMAL CONTROL SUPERVISOR

CC: MIKE SHELDON; CHARLA SAMOLOVICH; PAULA CLARK

Date: SEPTEMBER 27, 2004

Re: ANIMAL ADVISORY COMMITTEE: STACI COLUMBO

9-27-04: I spoke with Staci Columbo regarding her term on the Animal Advisory Committee. Staci desires to be re-appointed for another term. She has missed two meetings over past two year term because of other business obligations.

RECEIVED
CITY CLERK
2004 SEP 28 P 2:11

3-15-2004

ANIMAL ADVISORY COMMITTEE

MEMBERS	ADDRESS	ORIGINAL CODE	APPT.	TERM EXPIRES
1. DOLGINOFF, MARK A. DVM	2003 Silverton Drive **(Henderson)**	89074	3-20-1996	3-20-2006
(Adamsen's recom.)	Of: 1024 E. Twain Ave.	89109	**(Reapp. 3-9-1998)**	
(Reese's recom.)			**(Reapp. 3-1-2000)**	
(M. McDonald's recom.)			**(Reapp. 2-20-2002)**	
(Reese's recom.)			**(Reapp. 3-3-2004)**	
2. FITZGERALD, CHARLES **(Moncrief's recom.)**	6124 Chinook Way. **(Ward 5)**	89108	12-3-2003	12-3-2005
3. COLUMBO, STACI **(Mack's recom.)**	10289 Placid Street **(Ward 6)**	89123	11-15-2000	11-15-2004
Replaced Diana Chesnoff **(Mack's reappoint.)**			**(Resigned 10-23-2000)** **(Reapp. 10-16-2002)**	
4. BUTCHE, SUSAN **(Adamsen's recom.)**	6170 Buckskin Avenue **(County)**	89108	4-5-1995 **(Reapp. 3-10-1997)**	4-5-2005
(Reese's recom.)			**(Reapp. 3-8-1999)**	
(Reese's recom.)			**(Reapp. 3-7-2001)**	
(Reese's recom.)			**(Reapp. 3-19-2003)**	
5. DUKES, AMBER **(Brown's recom.)**	301 Arnold Street **(Ward 5)**	89120	2-7-1996 **(Reapp. 2-2-2000)**	2-7-2006
(Brown's recom.)			**(Reapp. 1-16-2002)** **(Reapp. 2-4-2004)**	

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, Municip Court may refer the question of whether an animal is vicious, dangerous, or ferocious to the Animal Advisc Committee.

City of Las Vegas

Agenda Item No. 63

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

SENIOR CITIZEN LAW PROJECT ADVISORY BOARD - Kimberly Malloy, Term Expiration 11-1-2004

Fiscal Impact:

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

PURPOSE/BACKGROUND:

This Board is comprised of 9 members, filling three-year terms, with at least two members over the age of 60. Appointees must represent specific categories: 2 members of Senior Organizations; 2 Senior Service Providers; 3 Private Citizens; and 2 members of the Nevada State Bar. Members are limited to two terms. Ms. Malloy filled one of the three seats in the "Private Citizen" category. Ms. Malloy is not eligible for reappointment as she has served two terms.

RECOMMENDATION:

Procedure for this Board requires appointment by the City Council. It will be necessary to appoint a new member in the Private Citizen category to fill this seat.

BACKUP DOCUMENTATION:

1. Memorandum from Sheri Cane Vogel, Project Director
2. Current Listing and Authority - Senior Citizen Law Project Advisory Board

MOTION:

GOODMAN - Motion to APPOINT ROY HOLLAND (Goodman's recommendation), 6325 Elton Avenue, Las Vegas, Nevada 89107 - UNANIMOUS

Clerk to notify

MINUTES:

DR. BARBARA JACKSON, Director, Leisure Services, expressed her support for SHERI CANE VOGEL'S recommendation of ROY HOLLAND.

(10:29 - 10:30)

1-3403

Memorandum

City of Las Vegas
Senior Law Project

To: Barbara Jo (Roni) Ronemus, City Clerk

From: Sheri Cane Vogel, Esq. SCV

Date: Thursday, September 30, 2004

Re: Appointment to SCLP Advisory Board

SCLP Advisory Board Member Kimberly Malloy's second term expires on November 1, 2004. Since Kimberly Malloy has already served two consecutive terms on the Senior Citizens Law Project's Advisory Board, we respectfully recommend Roy Holland to fill the "private citizen" seat vacated by Kimberly Malloy. Roy Holland is an active member of the senior community and has expressed an interest in serving on the Senior Citizens Law Project Advisory Board. Mr. Holland resides at 6325 Elton Avenue, Las Vegas, Nevada 89107, Phone #878-5770, email: rah6325earthlink.net.

SCV:cab

RECEIVED
CITY CLERK
2004 SEP 30 P 3:42

Confidential

7-8-2004

SENIOR CITIZEN LAW PROJECT ADVISORY BOARD

	MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT	TERM EXPIRES
1.	MALLOY, KIMBERLY (Private Citizen)	2921 N. Tenaya Way, Ste 234 (Ward 4) (Goodman reappoint. recommendation)	28	11-1-1998 (Reappoint. 10-3-2001)	11-1-2004
2.	SEIP, JACKIE (Exec Administrative Assistant to Dean/Pres. NV College of Pharmacy) (Rep. Senior Orgs.) (Replaced Johnston, Judy)	5740 S. Eastern Ave., Ste. 240 (County) (Leisure Services appointment recommendation)	19	4-17-2002 (Effective 4-18-2002)	4-18-2005
3.	ADAIR, VALERIE P. (Clark County Deputy District Atty.) (Member Nevada State Bar)	200 South 3rd Street (Ward 3) (Brown recommendation)	55	7-19-2001 **(Reappointed 7/7/2004)**	7-19-2007
4.	THOMAS, ROY (Private Citizen)	2570 Horizon Ridge Parkway, #5206 Henderson, Nevada (Ward 5) (M. McDonald recommendation)	52	12-18-2002 (Effective 1-5-2003)	1-5-2006
5.	DALINIS, PAMELA (Senior Services Provider)	9060 West Fisher Avenue (County) (G. Reese recommendation)	49	12-3-2003 (Effective 12-19-2004)	12-19-2006
6.	MILLER, JANICE (Senior Services Provider)	333 Las Vegas Blvd. South, #8016 (Ward 1) (M. McDonald recommendation)	01	10-16-2002 (Effective 11-18-2002)	11-18-2005
7.	GREENLEE, MARY JO (Senior Organization)	901 North Jones Boulevard (Ward 5) (L. Weekly appointment)	08	12-19-2001 (Effective 1-17-2002)	1-17-2005
8.	CERCEO, ROBERT (Attorney, Clark County) (Member Nevada State Bar)	3551 East Bonanza Road, #101 (Ward 3) (M. McDonald recommendation)	10	4-14-2003	4-14-2006
9.	KIPNIS, MAE (Private Citizen) (Replaced Robert D. Thompson)	5805 W. Harmon Ave., #252 Ward 4) (Brown recommendation)	03	2-6-2002 **(Reappointed 7/7/2004)**	7-7-2007

AUTHORITY: Resolution adopted 11-1-78.
By-laws: Latest Revision 10-28-91

TERM: 3 years. Limited to 2 terms

MEMBERS: 9 members (at least 2 over 60 years of age)
2 members to be members of senior organizations.
2 from senior service providers
3 private citizens
2 members of the Nevada State Bar

APPOINTED: Appointment by the City Council; Must fill unexpired terms

NOTES: NO CITY RESIDENCY REQUIREMENT - NO FINANCIAL DISCLOSURE REQUIREMENT
Sheri Cane Vogel, Project Director, Sr. Cit. Law Project

MEETINGS: Quarterly (Jan, Apr, July, Oct) 4th Monday, 4 p.m., Howard Cannon Center, 340 N. 11th Street.

City of Las Vegas

Agenda Item No. 64

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO RONEMUS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

BOARDS & COMMISSIONS:

Appointment 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 June 15, 2004, 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 now 24 mernbers on this board who fill six-month terms. Members may serve up to 6 consecutive terms.

RECOMMENDATION:

The Department of Neighborhood Services recommends the following:

Appointments (served previously): Vincent Adams, LuAnn Baker, Rebecca Boman, Bette Craik, Doug DeMasi, M. Dean Dupalo, Ken Evans, Israel Fuentes, Rosemary Hall, Jay Hiner, Al Jacobsen, Debbie Kinsora, Eduardo Lopez-Rajo, Tony Mayorga, Regina Porter, Peggy Pound, Alejandro Rodriguez, Sandra Sellman, Trish Truesdell, Mauricio Vasques, Marcia Washington, June White

Appointments (new): Barbara Hofsommer, Brenda Williams

BACKUP DOCUMENTATION:

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

MOTION:

REESE - APPROVED the previous APPOINTMENTS and the new APPOINTMENTS as recommended - UNANIMOUS

Clerk to notify

MINUTES:

There was no related discussion.
(10:30 - 10:31)
1-3447

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: CITY CLERK
ITEM DESCRIPTION: Appointment and reappointment of members to the Community Development Recommending Board

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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 Avenue	Las Vegas	NV	89134
LuAnn	Baker	Meadows Village	1304 Las Vegas Blvd.	Las Vegas	NV	89104
Rebecca	Boman	Community at large	124 Rosemary Lane	Las Vegas	NV	89107
Bette	Craik	Community at large	4416 Alta	Las Vegas	NV	89107
Doug	DeMasi	Business Institution	2716 Bayo Ct.	Las Vegas	NV	89102
M. Dean	DuPalo	Community at large	209 Oakford St.	Las Vegas	NV	89110
Ken	Evans	Community at large	1973 North Nellis Ste. #488	Las Vegas	NV	89115
Israel	Fuentes	East Las Vegas	3220 Sandy Lane	Las Vegas	NV	89115
Rosemary	Hall	Community at large	8204 Sedona Sunrise Dr.	Las Vegas	NV	89128
Jay	Hiner	Banking & Lending	3345 So. Maryland Parkway	Las Vegas	NV	89109
Barbara	Hofsommer	Senior Services	1451 Birch Street	Las Vegas	NV	89102
Al	Jacobsen	Business Institution	237 North 20th Street	Las Vegas	NV	89101
Debbie	Kinsora	Housing & Dev.	6013 Golden Saddle	Las Vegas	NV	89130
Eduardo	Lopez-Rajo	East Las Vegas	1675 Love Bird Lane	Las Vegas	NV	89115
Tony	Mayorga	Community at large	5905 Cherry Blossom Ct.	Las Vegas	NV	89130
Regina	Porter	Community at large	409 Finch Ridge Avenue	Las Vegas	NV	89032
Peggy	Pound	Community at large	6324 Shady Valley Ct.	Las Vegas	NV	89130
Alejandro	Rodriguez	Social Services	1391 East Stewart, Apt. 211	Las Vegas	NV	89101
Sandra	Sellman	West Las Vegas	6241 Bellota	Las Vegas	NV	89107
Trish	Truesdell	Community at large	201 Las Vegas Blvd. So.	Las Vegas	NV	89101
Mauricio	Vasquez	Downtown	1311 Casino Center Blvd.	Las Vegas	NV	89101
Marcia	Washington	Education	1101 Ralston Drive	Las Vegas	NV	89106
June	White	Homeless Services	1532 Singing Bird Lane	Las Vegas	NV	89031
Brenda	Williams	Youth Services	1310 Ralston Drive	Las Vegas	NV	89106

1-22-2004

COMMUNITY DEVELOPMENT RECOMMENDING BOARD

	MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
1.	**JACOBSEN, AL**	237 North 20th Street (Represents Downtown)	01	12-19-2001 **(Reap. 11-20-2002)**	5-5-2004 **(Reap. 11-5-2003)**
2.	**BOMAN, REBECCA**	124 Rosemary Lane (Represents Senior Services)	07	12-15-1999 **(Reap. 12-6-2000) (Reap. 11-21-2001) (Reap. 11-20-2002)**	5-5-2004 **(Reap. 11-5-2003)**
3.	**WASHINGTON, MARCIA**	1101 Ralston Drive (Represents Education)	06	12-15-1999 **(Reap. 12-6-2000) (Reap. 11-21-2001) (Reap. 11-20-2002)**	5-5-2004 **(Reap. 11-5-2003)**
4.	**SELLMAN, SANDRA**	6232 Bellota 1-A (Represents West Las Vegas)	08	12-15-1999 **(Reap. 12-6-2000) (Reap. 11-21-2001) (Reap. 11-20-2002)**	5-5-2004 **(Reap. 11-5-2003)**
5.	**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)**	5-5-2004 **(Reap. 11-5-2003)**
6.	**ROSEMARY HALL**	8204 Sedona Sunrise Drive (Represents Community at Large)	28	12-6-2000 **(Reap. 11-21-2001) (Reap. 11-20-2002) (Reap. 11-5-2003)**	5-5-2004
7.	**TYRONE THOMPSON**	500 South Grand Central Parkway (Represents Community Based Services)	06	12-6-2000 **(Reap. 11-21-2001) (Reap. 11-20-2002) (Reap. 11-5-2003)**	5-5-2004
8.	**DEBBIE KINSORA** (Replaces Monica Caruso)	6013 Golden Saddle (Represents Community at Large)	30	1-7-2004	5-5-2004
9.	**TRISH TRUESDELL**	201 Las Vegas Blvd. South (Represents Community at Large)	01	12-6-2000 **(Reap. 11-21-2001) (Reap 11-20-2002) (Reap. 11-5-2003)**	5-5-2004
10.	**TONY MAYORGA**	5905 Cherry Blossom Ct. (Represents Housing and Development)	30	12-6-2000 **(Reap. 11-21-2001) (Reap. 11-20-2002) (Reap. 11-5-2003)**	5-5-2004
11.	**LuANN BAKER**	1304 Las Vegas Boulevard (Represents Meadows Village)	04	12-15-1999 **(Reap. 12-6-2000) (Reap. 11-21-2001) (Reap. 11-20-2002)**	5-5-2004 **(Reap. 11-5-2003)**
12.	**VINCENT ADAMS**	9504 Calico Gardens Avenue (Represents Community at Large)	34	11-21-2001 **(Reap. 11-20-2002)**	5-5-2004 **(Reap. 11-5-2003)**
13.	**JUNE WHITE**	1532 Singing Bird Lane (Represents Homeless Services)	31	11-21-2001 **(Reap. 11-20-2002)**	5-5-2004 **(Reap. 11-5-2003)**
14.	**M. DEAN DuPALO**	209 Oakford Street (Represents Community at Large)	10	11-20-2002	5-5-2004 **(Reap. 11-5-2003)**

15.	**KEN EVANS**	1973 North Nellis, Apt. 488 (Represents West Las Vegas)	15	11-20-2002 **(Reap. 11-5-2003)**	5-5-2004
16.	**JAY HINER**	3345 South Maryland Parkway (Represents Banking & Lending)	09	11-20-2002 **(Reap. 11-5-2003)**	5-5-2004
17.	**REGINA PORTER**	409 Finch Ridge Avenue North Las Vegas (Represents Community at Large)	32	11-20-2002 **(Reap. 11-5-2003)**	5-5-2004
18.	**PEGGY POUND**	6324 Shady Valley Court (Represents Community at Large)	30	11-5-2003	5-5-2004
19.	**EDUARDO LOPEZ-RAJO**	1675 Love Bird Lane (Represents East Las Vegas)	15	11-5-2003	5-5-2004
20.	**DOUG DeMASI**	2716 Bayo Court (Represents Business Institution)	02	11-5-2003	5-5-2004
21.	**ISRAEL FUENTES**	3220 Shady Lane (Represents East Las Vegas)	15	11-5-2003	5-5-2004
22.	**ALEJANDRO RODRIGUEZ**	1391 Stewart Ave. #211 (Represents Social Services)	01	11-5-2003	5-5-2004
23.	**BETTE CRAIK**	4416 Alta Drive (Represents Community at Large)	07	11-5-2003	5-5-2004
24.	**MAURICIO VASQUEZ**	1311 Casino Center Blvd. (Represents Downtown)	01	11-5-2003	5-5-2004

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:

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

City of Las Vegas

Agenda Item No. 65

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: BUSINESS DEVELOPMENT

DIRECTOR: SCOTT D. ADAMS ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REPORT FROM REAL ESTATE COMMITTEE - Councilwoman Moncrief and Councilman Wolfson

Discussion and possible action regarding a Disposition and Development Agreement (DDA) between CityMark Development LLC (CityMark) and Office District Parking I, Inc., (ODP) for the site located at 3rd Street and Bonneville Avenue, totaling approximately 2.38 acres (the Site), APNs 139-34-311-095 to -102 and -105 to -110 (Gain of $5,196,200) - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

ODP, a wholly owned subsidiary of the City, was previously authorized to negotiate exclusively with CityMark on terms of a DDA. CityMark is offering full appraised value or $5,196,200 for the Site and proposes to develop an urban density residential loft and mixed-use project of approximately 360,000 square feet with approximately 330 residential units for sale at market rate (including 13 live/work units), approximately 9,800 square feet of street level retail space, and approximately 530 parking spaces on the Site.

RECOMMENDATION:

Authorize the President of Office District Parking I, Inc., to execute a Disposition and Development Agreement with CityMark Development LLC for the Site.

BACKUP DOCUMENTATION: AMENDMENT ATTACHED

1. Agenda Memo
2. Disposition and Development Agreement
3. Disclosure of Principals
4. Site Map

MOTION:

MONCRIEF - APPROVED as recommended - UNANIMOUS with MACK not voting

MINUTES:

SCOTT ADAMS, Director, Office of Business Development, reviewed the information under the subject matter and the above Purpose/Background section. He indicated that the correct square footage on the Agenda Summary Page should be 460,000. The tentative selling price of the units will be approximately $200,000 to $600,000. Under this agreement, Office District Parking I would sell the site to the developer at full-appraised market value of approximately $5.2 million, requiring a $2 million deposit with the balance to be financed over the first phase of construction and paid within three years or by the completion of Phase I. The developer, at the time of closing, will pledge toward the project $300,000 earnest money. Under the current schedule of performance, the project is expected to close in July 2005 and commence construction within 12 months thereafter. Staff recommends approval.

ATTORNEY ED GARCIA, Jones Vargas, introduced RICHARD GUSTAFSON and ALEX BEATON of CityMark, as well as TONY CUTRIE, the architect. ATTORNEY GARCIA thanked staff from the

MINUTES - Continued:

offices of Business Services and the City Attorney, in particular DEPUTY CITY ATTORNEY TERESITA PONTICELLO, for their assistance with this exciting project.

ATTORNEY GARCIA pointed out that representatives of CityMark met with JOHN MORAN, JR., who owns property near this site. Although, MR. MORAN supports this project, he requested some of his concerns, which CityMark is willing to address, be made part of this record. MAYOR GOODMAN interjected that it would be more appropriate to address those at the design review stage.

MR. GUSTAFSON commented that he is very excited about the construction of this project in Downtown Las Vegas. CityMark has a reputation of being a pioneer in urban redevelopment in San Diego. He then described the project using various elevations, copies of which were not submitted for the backup. He pointed out that parking will be located in the center of the project and surrounded by residential.

MAYOR GOODMAN was very impressed with the elevations and said this is a great deal and the first step to something really special in the City of Las Vegas. It is architecturally distinctive, striking, but with an affordable price range. This will provide opportunities for teachers, nurses, young professionals, and people starting out. He wished the project could be built sooner than planned.

COUNCILMAN WOLFSON and COUNCILWOMAN MONCRIEF also felt it is a great project. However, COUNCILMAN WOLFSON expressed concern about not providing enough parking, especially since the project will offer retail.

NOTE: COUNCILMAN WOLFSON stressed that staff needs to be sensitive to the shortage of parking in the downtown area.
(10:31 - 10:43)
1-3544/2-1

Amendment to Final Minutes

Office of the City Clerk

City Council Meeting Minutes of October 20, 2004

Date Submitted: August 31, 2006

Amendment to Item #65

Purpose of Amendment:

- Executed Personal Guarantee Form (referenced in Disposition and Development Agreement as Attachment K) added to the Final Minutes

Submitted By: Stacy Campbell

Signature: Barbara A. Allen

(City Clerk or Chief Deputy)

Date: 9/1/06

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: BUSINESS DEVELOPMENT
ITEM DESCRIPTION: Discussion and possible action regarding a Disposition and Development Agreement between CityMark Development LLC and Office District Parking I, Inc.

1. On June 2, 2004, Office District Parking I, Inc. (ODP), a wholly owned subsidiary of the City, was authorized to enter into an Agreement to Negotiate Exclusively (Agreement) with CityMark Development LLC (CityMark) to negotiate terms of a Disposition and Development Agreement (DDA) for the site located at 3rd St. and Bonneville Ave. (Site) totaling approximately 2.38 acres.

2. On August 4, 2004, an Amendment to the Agreement was authorized to extend the negotiation period to October 6, 2004, with a total good faith deposit of $100,000 from CityMark to ODP.

3. CityMark and ODP have come to mutually agreeable terms of a DDA for the sale of the Site and development of an urban density residential mixed use project with the residential units for sale at market rate.

4. The estimated sales prices for studio units are expected to be from the low $200,000s and estimated sales prices for 2 bedroom, 2 bath units to be from the mid $400,000s. In addition, sales prices for a limited number of Penthouse units are expected to be from the $600,000s.

5. The scope of development for the Site is approximately 460,000 SF of total gross area to be constructed in 2 Phases and consisting of approximately:

a. 330 - Residential units for sale at market rate (220 - units in Phase I, 110 - units in Phase II;
b. 13 - Live/work (shopkeeper) units for sale at market rate;
c. 9,800 SF - Retail space at street level for lease; and
d. 530 - Parking spaces in structured parking.

6. CityMark has agreed to a purchase price equal to the full appraised value of the Site or $5,196,200 with an Earnest Money Deposit of $300,000.

7. The purchase price will be paid to ODP by CityMark in the form of a $2,000,000 downpayment and a Note for $3,196,200 secured by a 1st Deed of Trust on the Site.

a. The Note will accrue interest at 5.5% and will be due at the earlier of 36 months after close of escrow for the Site or 15 business days after close of escrow for the sale of the last residential unit in Phase I.

b. ODP has agreed to subordinate the 1st Deed of Trust to the project construction loan if CityMark provides ODP with: (i) Satisfactory written evidence of non-binding reservation agreements for 30% of the residential units in Phase I; (ii) Evidence of the applicable project construction loan with financing terms that are reasonably acceptable to ODP; and (iii) a Personal Guarantee executed by all of the Principals of CityMark.

8. The Schedule of Performance for the project anticipates that:

a. Escrow on the Site will close - July 2005;
b. Site demolition and preparation for construction will be completed - July 2006;
c. Phase I of the project will be completed - January 2008; and
d. Phase II and the entire project will be completed - May 2009.

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 20th day of October, 2004, by and between OFFICE DISTRICT PARKING I, INC., a Nevada not-for-profit corporation ("ODP") and CITYMARK DEVELOPMENT LLC, a limited liability company organized in the State of California (the "Developer").

WITNESSETH:

WHEREAS, ODP desires to sell to the Developer, and the Developer desires to purchase from ODP, that certain real property, including all improvements thereon and all easements, rights-of-way, rights and appurtenances thereto belonging or appertaining to such land, including all interests of ODP in all adjoining streets and alleys, depicted in Exhibit "A" and described more particularly in Exhibit "B" both of which are attached to this Agreement (the "Site");

WHEREAS, ODP and Developer mutually desire that the Site be developed with urban density (for-sale at market rate) residential loft units and mixed-use retail/commercial space as described in this Agreement and on the terms and conditions set forth in this Agreement.

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 currently in effect, as amended from time to time (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 ODP, created by and an affiliate of the City of Las Vegas, a municipal corporation of the State of 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 2.386 acres as depicted in Exhibit "A" as more particularly described in Exhibit "B".

3. **PARTIES TO THE AGREEMENT**

(a) ODP is a Nevada not-for-profit corporation. The office of ODP is located at 400 Stewart Avenue, Las Vegas, Nevada 89101. ODP shall have the right to assign this Agreement to the City or City of Las Vegas Redevelopment Agency (the "Agency"). If ODP assigns this Agreement to the City or the Agency, such assignment shall not release ODP and shall be conditioned upon the assignee assuming the obligations of ODP in writing pursuant to an agreement acceptable to the Developer, whose acceptance shall not be unreasonably withheld.

(b) The Developer is CityMark Development LLC, a California limited liability company. The principal office of the Developer is located at 701 B Street, Suite 1100, San Diego, California 92101. 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. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, the Developer warrants that it has disclosed, on the form attached hereto as Exhibit "G", all members of the Developer holding more than a one percent (1%) ownership interest in the Developer.

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

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

(x) A transfer to any entity in which the Developer has (1) a minimum of 51% of the ownership interests in such entity and (2) management control of such entity;

(y) A transfer of stock in a publicly held corporation or of the beneficial interest in any publicly held partnership or real estate investment trust; and

(z) A transfer as a result of the exercise by any lender of its security or other interests in the ownership of Developer.

4. ACQUISITION OF SITE AND PURCHASE PRICE

ODP 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 Five Million One Hundred Ninety-Six Thousand Two Hundred Dollars ($5,196,200.00) (the "Purchase Price) payable at the close of escrow in accordance with the provisions of Section 9.

5. PAYMENT OF PURCHASE PRICE

(a) The Purchase Price is based on $50.00 per square foot for the Site, which contains a total of approximately 103,924 square feet. The Purchase Price may be adjusted at a rate of $50.00 per square foot in the event there is a difference between the total square footage of the Site as indicated in this Agreement and the ALTA survey to be completed, at Developer's expense, prior to Closing. The Purchase Price for the Site is due and payable at or before close of escrow as described in Section 9 and Section 16.

(b) For purposes of determining the Purchase Price, the area of the Site does not include dedicated rights-of-way or any public or utility easement that is not available for use for buildings, parking or landscaping.

6. SITE DEVELOPMENT

(a) ODP and the Developer agree that the development on the Site will be an urban density residential loft and mixed-use retail/commercial project consisting of (i) approximately 460,000 square feet and approximately 330 units of residential loft space for sale at market rate (including approximately 13 units of live/work space), together with approximately 9,800 square feet of street level retail space at the prominent street corners of 3rd Street and Bonneville Avenue, as well as, 4th Street and Bonneville Avenue and (ii) approximately 530 parking spaces on site that will be integrated as a part of the residential/commercial structure to be built on the Site (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 as presently in effect and subject to all waivers relating to the Project. 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) As part of the Developer's efforts to promote diversity of contracting within the Las Vegas community, Developer will require that its general contractor for the Project maintain a very focused outreach program with in-depth programs for recruiting specially targeted population groups, including (i) advertising in local minority, small business, and trade association publications, (ii) holding outreach workshops for bidding the various components of the Project, and (iii) encouraging participation by all minority, women-owned, and disabled veteran businesses. In addition, Developer will use commercially reasonable

efforts to hire consultants of similar composition within the Las Vegas area to provide local firms with the opportunity for employment on the Project.

(c) No later than the time specified in the Schedule of Performance, the Developer shall submit satisfactory evidence to ODP that the Developer has the equity capital and loan commitments for construction financing necessary for development of the Project.

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

(i) The Project shall be built on the Site depicted on Exhibit "A" and as provided in the Scope of Development attached hereto as Exhibit "D". Within the time set forth in the Schedule of Performance attached hereto as Exhibit "E", the Developer shall prepare and submit to ODP for review and written approval or disapproval Basic Concept Drawings (to include a site plan, elevations, and an architect's rendering) containing the overall plan for development of the Project. ODP shall approve or disapprove the Basic Concept Drawings within the time established in the Schedule of Performance. Failure by ODP to either approve or disapprove by the Effective Date of this Agreement 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 ODP and 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 ODP 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.

ODP'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 ODP for its approval. ODP 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 ODP unless rejected, in whole or part, by written notice thereof to the Developer setting forth in detail the reasons therefore, 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

twelve (12) months after the acquisition of the Site, the Developer will commence construction and will complete such construction within thirty-two (32) months after commencement of construction. The commencement of construction shall be evidenced by the pouring of the foundation for the Project. Construction of the Project will be performed in two (2) phases. Phase One will include a parking structure with approximately 530 parking spaces, approximately 220 for sale residential units (including approximately 13 for sale live/work shopkeeper units) and approximately 9,800 square feet of for lease retail space. Phase Two will include approximately 110 for sale residential units. 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 Force Majeure Delays. The term "Force Majeure Delays" shall mean delays caused by occurrences beyond the reasonable control and without the fault, negligence or financial inability of a party hereto or its contractors, including strikes, labor disputes, fire, earthquake, floods and other out of the ordinary actions of the elements, enemy invasion, acts of war, terrorism, bioterrorism, insurrection, sabotage, laws, orders or actions of governmental, civil or military authorities, governmental restrictions, riot, civil commotion, judicial or administrative proceedings commenced by persons not a party to this Agreement and unavoidable casualty. If the performance of an obligation hereunder or under any other agreement or declaration, other than the payment of money, is expressly subject to the effect of Force Majeure Delay, then, unless otherwise provided herein or in such other agreement or declaration to the contrary, the effect of a Force Majeure Delay shall be to extend the time for performance of such obligation for the reasonable period of such Force Majeure Delay, but in no event greater than the period of the Force Majeure Delay.

(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.

(v) The Developer will also be responsible for the expense of relocating any utilities relative to any existing utility easements applicable to the Site (including the alley and right-of-way bisecting the Site).

(vi) The Developer will be responsible for the demolition of all remaining structures on the Site. The historic single-story structure at 604 S. 4th Street will be relocated by ODP prior to conveyance of the Site to the Developer with no delay to the Closing as set forth in Section 11(a).

(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 "C" (the "Vacation Application"). 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 recordation of an Order of Vacation to vacate the alley. The Developer and ODP 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 Order of Vacation and Reversionary Parcel Map, as well as, the parcel line adjustments for the Site.

(g) ODP agrees to sign all required map, vacation, permit and utility 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), Vacation Application and Reversionary Parcel Map.

(h) For the purposes of assuring compliance with this Agreement, representatives of ODP 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 ODP or the City shall be those who are so identified in writing by the President of ODP. ODP and the City shall defend (with counsel reasonably acceptable to Developer) 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.

(i) The Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to ODP) ODP, the City, the Agency, their affiliates, its and their officers, agents, servants and employees against and from any and all actual or threatened liabilities, claims, actions, 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 excluding any actual liabilities directly arising out of or resulting from the acts of the City, Agency or ODP.

(j) 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 this Agreement. ODP shall provide Developer with written notice of default and allow Developer thirty (30) days to cure said default, unless such default cannot reasonably be cured within such 30-day period, in which event Developer shall not be in default hereunder so long as it commences to cure such failure and thereafter diligently attempts to cure such failure.

(k) Failure on the part of ODP, after conveyance of the Site, to comply with the provisions of this Section 6 shall constitute a default under this Agreement. Developer shall provide ODP with written notice of default and allow ODP thirty (30) days to cure said default, unless such default cannot reasonably be cured within such 30-day period, in which event ODP shall not be in default hereunder so long as it commences to cure such failure and thereafter diligently attempts to cure such failure.

(l) Developer shall notify ODP in writing (a "Completion Notice") when Developer has substantially completed the Project or any discrete portion thereof. Within ten (10) business days after ODP's receipt of a Completion Notice, ODP and Developer shall conduct a joint inspection of the Project or applicable portion. If the inspection reveals deficiencies, then (i) the parties shall immediately prepare a written punchlist, and (ii) Developer shall thereafter promptly proceed to complete or correct such punchlist work within thirty (30) days thereafter. Upon substantial completion of the development and construction

work required of Developer hereunder, ODP covenants and agrees to execute and deliver to Developer a Certificate of Completion, in the form of Exhibit "K", duly acknowledged and in recordable form, which shall constitute conclusive evidence that Developer has fulfilled its obligations under the DDA to develop and construct the Project. The existence of punchlist items shall not delay the issuance of the Certificate of Completion if, within ODP's reasonable judgement, ODP determines that Developer has substantially completed the Project or has diligently proceeded to complete or correct the punchlist items.

7. GENERAL REPRESENTATIONS AND WARRANTIES

(a) Representations and Warranties by ODP. ODP represents and warrants the following to be true and correct as of the effective date hereof and the date of close of escrow:

(i) ODP is a Nevada not-for-profit corporation.

(ii) ODP has all requisite power and authority to enter into and perform its obligations under this Agreement

(iii) By proper action of ODP, ODP's signatories have been duly authorized to execute and deliver this Agreement.

(iv) To ODP's and the Agency Redevelopment Manager's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.

(v) To ODP's and the Agency Redevelopment Manager'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 ODP and the City which would inhibit ODP's ability to perform its obligations under this Agreement (or other contract obligations).

(vi) To ODP's and the Agency Redevelopment Manager'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 ODP's and the Agency Redevelopment Manager's actual knowledge, the execution, delivery and performance of this Agreement by ODP will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to ODP 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 other contract obligations) by ODP does not violate any provision of any other agreement to which ODP is a party.

(ix) Except for the approval of the Las Vegas City Council and as may be specifically set forth herein, no approvals or consents not heretofore obtained by ODP are necessary in connection with the execution of this Agreement (or other contract

obligations) by ODP or with the performance by ODP of its obligations hereunder (or other contract obligations).

(x) To ODP's and the Agency Redevelopment Manager's actual knowledge, all matters relating to the Redevelopment Plan have occurred in accordance with applicable laws. (Agency not a party.)

(xi) To ODP's and the Agency Redevelopment Manager's actual knowledge, there are no encumbrances, liens or claims on the Site other than as set forth in the title report.

(xii) To ODP's and the Agency Redevelopment Manager's actual knowledge, that, there are no violations of any existing laws or codes.

(xiii) ODP has disclosed to Developer all material information in ODP's possession relating to the Site.

(xiv) To ODP's and the Agency Redevelopment Manager's actual knowledge, there are no occupants of the Site.

(xv) To ODP's and the Agency Redevelopment Manager's actual knowledge, there is no work which has been done which could result in the filing of any mechanic's lien on the Site.

(xvi) To ODP's and the Agency Redevelopment Manager's actual knowledge, the only special laws which may affect the Developer's ability or cost to develop the Project are the Downtown Centennial Plan, currently in effect, as amended from time to time, and the Las Vegas Redevelopment Plan, currently in effect, as amended from time to time, which both Plans have been submitted to the Developer.

As used in this Agreement, the term "ODP's actual knowledge" means the actual knowledge of the President of ODP and the term "Agency Redevelopment Manager's actual knowledge" means the actual knowledge of Steve van Gorp in his official capacity as the Agency Redevelopment Manager.

(b) Representations and Warranties of the Developer

The Developer represents and warrants to ODP the following are true and correct as of the effective 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 California.

(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 (or other contract obligations).

(iii) By proper action of the Developer, the Developer's signatories have been duly authorized to execute and deliver this Agreement (or other contract obligations).

(iv) The execution of this Agreement (or other contract obligations) 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 other contract obligations) by the Developer or with the performance by the Developer of its obligations hereunder (or other contract obligations).

(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 other contract obligations).

8. **EARNEST MONEY DEPOSIT**

At or before May 31, 2005, the Developer shall have delivered to Lawyers Title of Nevada, Inc., as Escrow Agent, total deposits (the "Earnest Money Deposit") of Three Hundred Thousand Dollars ($300,000.00).

The Earnest Money Deposit shall be delivered to and accounted for by Lawyers Title of Nevada, Inc., as Escrow Agent, in the following manner:

(a) Concurrently with the full execution of this Agreement, the Developer shall be credited by ODP the amount of One Hundred Thousand Dollars ($100,000.00) towards the Purchase Price and said credit shall also be applied towards the Earnest Money Deposit.

(b) At or before expiration of the Feasibility Period as defined in Section 14 (a), the Developer shall deposit into escrow in the form of cash or a cashier's check the amount of One Hundred Thousand Dollars ($100,000.00) for a cumulative amount of Two Hundred Thousand Dollars ($200,000.00) towards the Earnest Money Deposit.

(c) At or before May 31, 2005, the Developer shall deposit into escrow in the form of cash or a cashier's check the amount of One Hundred Thousand Dollars ($100,000.00) for a cumulative amount of Three Hundred Thousand Dollars ($300,000.00) towards the Earnest Money Deposit.

9. FINANCING OF PURCHASE PRICE

Payment and financing of the Purchase Price shall be as follows:

(a) At or before the close of escrow, the Developer shall deposit in escrow a down payment in the amount of Two Million Dollars ($2,000,000.00) (the "Down Payment") and Developer's promissory note in the principal amount of Three Million One Hundred Ninety-Six Thousand Two Hundred Dollars ($3,196,200.00) payable to ODP (the "Note"). The Earnest Money Deposit, as set forth in Section 8 of this Agreement, is to be included as part of the Down Payment.

(b) The Note shall be due and payable at the earlier of (i) three (3) years after the close of escrow or (ii) fifteen (15) business days after the close of escrow for the sale of the last residential unit in Phase I of the Project. The Note will bear simple interest at the annual rate of five and one-half percent (5.5%) from the Closing (hereinafter defined) until paid. The Note will be in the form of Exhibit "H" attached to this Agreement.

(c) 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 "I" attached hereto.

(d) Upon the Closing of the initial construction loan and any subsequent refinancing thereof or permanent loan for the Project, ODP will, at the request of Developer, subordinate the rights of ODP under the Deed of Trust to the rights of a lender (the "Project Lender") under the initial construction loan and any subsequent refinancing thereof or permanent loan (each a "Project Loan") for the development of the Site. ODP 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 ODP 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. ODP's obligation to execute and deliver such reasonable subordination agreement, is subject to the satisfaction of each of the following conditions, as determined by ODP:

(i) Developer has provided ODP with satisfactory written evidence of non-binding reservation agreements for 30% of the residential units in Phase I of the Project;

(ii) Developer has provided ODP with reasonable evidence of the applicable Project Loan, which shall contain, at a minimum, the following information: (a) total amount being financed; (b) the term and maturity date, including conditions causing any acceleration; (c) repayment terms, including an amortization schedule if interest rate varies over term; (d) collateral and security; (e) debt requirements, including loan-to-cost or loan-to-value; (f) pre-sales requirement for residential units in Phase I of the Project and (g) any other conditions precedent for Developer to close on the Project Loan. ODP agrees to review and approve such evidence in the time frame specified in the Schedule of Performance (or, if applicable, within ten (10) business days after a written request from Developer accompanied by the requisite information) provided that no event in default then exists under this Agreement (after giving effect to all applicable

notice and cure periods) and is determined to be financing reasonably acceptable to ODP; and,

(iii) As a condition to the original subordination, Developer has provided to ODP executed Personal Guarantees in the form of Exhibit "K" from all Principals of the Developer as disclosed on Exhibit "G"; and, as a condition, to any subsequent subordinations, the Personal Guarantees shall be in full force and effect.

(e) ODP expressly acknowledges and agrees that the Developer may be required to finance a part of its obligations under this Agreement through private financing. ODP agrees to cooperate with the Developer with respect to such financing by, among other things, executing and delivering to any lender or other interested person such documents as may be reasonably requested by such person, and in form approved by ODP, to acknowledge (i) that ODP has no lien on the Site, and (ii) that ODP shall recognize and allow a lender or lenders which has or have foreclosed or acquired (A) a portion of the Site from the Developer or (B) Developer to succeed to the rights and benefits of this Agreement as to such portion of the Site or Developer's interest therein.

10. ESCROW

(a) ODP and the Developer agree to open an escrow with Lawyers Title of Nevada, Inc. (the "Title Company"), as escrow agent (the "Escrow Agent"), whose address is 1210 S. Valley View Boulevard, Suite 104, Las Vegas, Nevada, within three (3) days after both parties have fully executed this Agreement. This Agreement constitutes the joint escrow instructions of ODP and the Developer, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent upon the opening of escrow. ODP and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agent hereby is empowered and directed to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section 10 in writing, delivered to ODP 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) One-half (1/2) of the escrow fee and the recording costs for other recording documents;

(ii) All of the premium and costs for the lenders' title insurance policy or special endorsements to be paid by the Developer as set forth in Section 17 of this Agreement; and

(iii) Any other applicable closing costs as allocated in accordance with customary practice in Clark County, Nevada.

(c) ODP shall pay in escrow to the Escrow Agent (or the same shall be deducted from ODP's proceeds payable at the close of escrow) the following fees, charges and

costs after the Escrow Agent has notified the Agency of the amount of such fees, charges and costs, but not earlier than one (1) day prior to the scheduled date for the close of escrow:

(i) One-half (1/2) of the escrow fee;

(ii) The recording costs for the Deed as defined in Section 12;

(iii) Any state, county or city documentary transfer tax;

(iv) Ad valorem taxes, if any, upon the Site for any time prior to conveyance of title; and

(v) The premium and costs for a standard CLTA policy form of owner's title insurance in the amount of the purchase price;

(vi) Any other applicable closing costs as allocated in accordance with customary practice in Clark County, Nevada.

(d) Not later than one (1) business day prior to the Closing Date, ODP will deposit with the Escrow Agent the following:

(i) The Deed as defined in Section 12 (and other recording documents) duly executed and acknowledged by ODP, as well as, any other documents which must be recorded, as well as, any other assignments or conveyance documents necessary to fully transfer all improvements thereon and all easements, rights-of-way, rights and appurtenances thereto belonging or appertaining to such land, including all interests of ODP in all streets and alleys adjoining the Site.

(ii) The Declaration of Development Covenants and Restrictions duly executed and acknowledged by ODP, the form of which is attached hereto as Exhibit "J".

(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) business 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, any other documents which must be recorded, as well as, any other assignments or conveyance documents necessary to fully transfer all improvements thereon and all easements, rights-of-way, rights and appurtenances thereto belonging or appertaining to such land, including all interests of ODP in all streets and alleys adjoining the Site.

(ii) The Note duly executed by Developer.

(iii) The Deed of Trust duly executed and acknowledged by Developer.

(iv) The Declaration of Development Covenants and Restrictions duly executed and acknowledged by 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 ODP and the Developer of the fees, charges and costs necessary to clear title and close the escrow.

(ii) Credit from ODP to the Developer, One Hundred Thousand Dollars ($100,000.00) towards the Purchase Price and said credit shall also be applied towards the Earnest Money Deposit.

(iii) Verify in writing that ODP and the Developer have approved the respective closing statements prior to close of escrow.

(iv) Disburse funds and deliver the Deed and other documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by ODP and the Developer.

(v) Obtain and charge ODP and the Developer all of the premiums and costs for the respective title insurance policies and endorsements thereto.

(vi) 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. The Escrow Agent shall under no circumstances, record the Deed (as hereunder defined) with the Clark County Recorder's Office if the Order of Vacation (relative to the Vacation Application) has not been recorded with the Clark County Recorder's Office prior to recordation of said Deed.

(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 an express provision of this Agreement.

(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 ODP 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 ODP 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 ODP 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 ODP 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 ODP 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 ODP 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 ODP 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 except for incidents resulting from the negligence of or failure to follow instructions on the part of the Escrow Agent.

(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 protect, defend, 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 thirty (30) days after issuance of all permits and approvals necessary for the construction of the Project and is projected to occur on July 20, 2005 (the "Closing Date"). ODP 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 satisfaction 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 satisfied or waived prior to close of escrow:

(i) ODP 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 Order of Vacation and Reversionary Parcel Map, as well as, the parcel line adjustments described in paragraph (f) of Section 6 of this Agreement.

(iii) Developer has been able to obtain financing that is in compliance with Sections 6(c) and 9(c) above and upon terms and conditions that are acceptable to Developer in Developer's sole and absolute discretion;

(iv) Developer has not elected to cancel this Agreement prior to the expiration of the Feasibility Period in Section 14(a).

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

(i) Developer shall not be in violation of any of its material obligations under this Agreement;

(ii) 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 ODP's security interest under the Deed of Trust and the Declaration of Development Covenant and Restrictions.

(d) 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**

ODP 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 "F" to this Agreement.

13. **CONDITION OF TITLE**

(a) ODP shall convey to the Developer fee simple title to the Site, free and clear of all rights of possession and all other liens, claims and encumbrances, other than the following:

(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) The easements, conditions, covenants or reservations set forth in the Deed.

(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, at its discretion, may obtain its own ALTA survey of the Site (at the Developer's sole expense, but with the cooperation and all survey information available to ODP 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 ODP 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, ODP 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 ODP 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 ODP and to the Escrow Agent. If ODP shall agree to remove any exception objected to by the Developer, ODP shall then have until the date for close of escrow within which to remove such exception. If ODP is unable to remove any exception objected to by the Developer and which ODP has agreed to remove by the date for close of escrow, the Developer may elect to (1) terminate this Agreement and the Earnest Money Deposit will be returned to the Developer and obtain from ODP reimbursement by ODP 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. (Any surveys, phase 1 environmental studies and appraisals for which the Developer receives reimbursement from ODP shall become the sole property of ODP.) ODP thereafter shall have no liability or obligation hereunder; or (2) waive the objection and close escrow.

(c) As a condition of the conveyance to Developer of the Site, the Developer shall execute and acknowledge the Declaration of Development Covenants and Restrictions

which set forth certain obligations owing to ODP by Developer concerning the activities of Developer on and in connection with the Site pursuant to this Agreement.

14. **FEASIBILITY REVIEW; INSPECTION**

(a) Developer will have approved in writing, 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 include 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;

(ii) Developer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Site; and

(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 in its sole discretion. Failure of Developer to provide ODP, prior to expiration of the Feasibility Review Period, Developer's written approval (the "Continuation Notice") of the transactions contemplated by this Agreement shall cause this Agreement to automatically terminate. In such event, Developer shall deliver to ODP any studies, surveys and other similar materials produced by or at the request of Developer with respect to the Site (other than Developer's confidential proforma, projections, internal accounting, and financial information, which may be excluded from such delivery) without representation or warranty (express or implied), subject to any limitations imposed by the preparer of any such materials. 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 reasonable costs of the cancellation of Escrow, and neither party will have any further rights or obligations under this Agreement. Escrow Holder and ODP 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 require in its sole and absolute discretion; 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 ODP in writing at least forty-eight (48) 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 ODP) ODP, its affiliates or assignees, which are under the control of ODP 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 ODP 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 for a period of one year. Developer covenants and agrees upon request of ODP to promptly deliver to City without charge therefore, the results and copies of any and all environmental reports and related correspondence. On or before the Effective Date, ODP shall deliver all documents in its control or possession relating to the Site.

(d) Developer covenants and agrees to pay in full for all materials joined or affixed to the Site by Developer or its employees or agents and to pay in full all persons who perform labor upon the Site on behalf of Developer, 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 ODP) ODP, the City, the Agency, its affiliates 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, ODP shall deposit the Deed for the Site with the Escrow Agent on or before the Closing Date.

ODP and Developer 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 ODP or Developer 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 ODP, Developer or Escrow Agent in order to consummate the transactions provided hereunder.

16. CLOSE OF ESCROW

Upon the fulfillment of the conditions described in Sections 11, 15, and 17 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 Sections 13 and 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 or its nominee, provided said nominee is a permitted nominee as provided in Section 3 of this Agreement, a title insurance policy in the amount of the Purchase Price (though Developer may obtain a greater amount at its expense) issued by the Escrow Agent insuring that title is vested in the Developer or its nominee, provided said nominee is a permitted nominee as provided in Section 3 of this Agreement, 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.

If Developer desires to obtain extended coverage for its title policy, ODP 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 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) in an "as is" condition with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, ODP 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, ODP 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 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 ODP, 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 ODP from any claims, judgements, penalties, fines, losses, damages, expenses (including reasonable attorneys fees) against or incurred by ODP 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 presently existing or (ii) the application of Environmental Laws to the Site unless caused by ODP or the City.

(c) The Developer agrees that ODP, to its actual knowledge, 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 ODP except as otherwise permitted by this Agreement.

23. **Reserved**

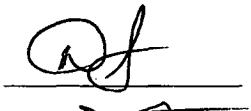
24. **TIME OF ESSENCE**

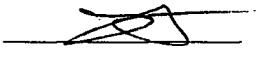
Time is of the essence of this Agreement and every obligation hereunder.

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 THE CLOSING DOES NOT OCCUR FOR ANY REASON OTHER THAN THE DEFAULT OF ODP, ODP MAY, AFTER PROVIDING WRITTEN NOTICE OF DEFAULT TO THE DEVELOPER AND ALLOWING THE DEVELOPER THIRTY (30) TO CURE SAID DEFAULT, BY WRITTEN NOTICE TO THE DEVELOPER AND ESCROW AGENT, 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 ODP'S LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY THE DEVELOPER. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN ODP AND THE DEVELOPER THAT ODP'S ACTUAL DAMAGES FOR ANY SUCH BREACH BY THE DEVELOPER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:

ODP: 

DEVELOPER: 

(b) In the event of the occurrence of a default of ODP 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; (provided Developer has first provided ODP with written notice of default and thirty (30) days to cure said default) and on such termination, the Earnest Money Deposit will be returned to the Developer and obtain from ODP reimbursement by ODP 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. (Any surveys, phase 1 environmental studies and appraisals for which the Developer receives reimbursement from ODP shall become the sole property of ODP.) ODP thereafter shall have no liability or obligation hereunder; or

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

(iv) To extend the Closing Date to allow ODP to cure the default within a reasonable period.

(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 for a period of one year.

(d) In the event of the occurrence of a default following the Close of Escrow and conveyance of the Site, the non-defaulting party shall have the right to institute any action of law or in equity to cure, correct, prevent or remedy any default, or to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court of Clark County, State of Nevada, or in the appropriate Federal District Court in the State of Nevada. The laws of the State of Nevada shall govern interpretation and enforcement of this Agreement.

26. OPTION TO REPURCHASE, REENTER AND REPOSSESS

ODP, its successors and/or assigns, shall have the additional right at its option to repurchase, reenter and take possession of the Site with all improvements thereon (excluding any portion thereof which has been transferred and released from this Section, as provided below) (the "Reacquired Property") if, after conveyance of title to the Site and prior to the issuance of the Temporary Certificate of Occupancy therefore, the Developer:

(a) fails to proceed with construction of the improvements on the Site as required by this Agreement for ninety (90) days after written notice thereof from ODP, its successors and/or assigns ("Notice of Construction Failure"); or

(b) abandons or substantially suspends (except in cases in which such suspension arises from permitted delays contemplated by Section 6(d)(iii) above) construction of improvements on the Site for a period of ninety (90) days after Notice of Construction Failure; or

(c) transfers, or suffers any involuntary transfer of the Site or any part thereof in violation of this Agreement, and such breach is not cured within thirty (30) days after the date written notice thereof from ODP, its successors and/or assigns ("Notice of Unpermitted Transfer").

This option shall be subordinate and subject to and be limited by and shall not defeat, render invalid or limit:

(x) any mortgage, deed of trust or other security instrument permitted by this Agreement; or

(y) any rights or interests provided in this Agreement for the protection of the holder of such mortgages, deeds of trust or other security instruments.

(z) any bonafide conveyance of a condominium unit (and any mortgage, deed of trust or other security agreement obtained by the purchaser of such unit) or lease of retail/commercial space entered into in good faith with an unaffiliated purchaser or lessee.

The right to repurchase, reenter and take possession shall be exercised, if at all, only by giving written notice of exercise no later than the times set forth herein.

The term of this right in connection with Section 26 (a) or (b) shall commence on the ninety-first (91st) day following the date of the Notice of Construction Failure, unless the Developer commences or resumes construction as required by this Agreement and proceeds with such construction to completion in the manner required by this Agreement, within the ninety (90) day cure period, and the term of this right shall expire six (6) months after the Notice of Construction Failure. In the event the Developer transfers, or suffers an involuntary transfer of the Site or any part thereof in violation of this Agreement, the term of this right shall commence immediately on the thirty first (31st) day following the Notice of Unpermitted Transfer and shall expire one (1) year after the Notice of Unpermitted Transfer. ODP, its successors and/or assigns, may rescind its election to exercise its right to repurchase, reenter and take possession of the Site by written notice to the Developer at any time prior to expiration of such right.

To exercise its right to repurchase, reenter and take possession with respect to the Site, ODP, its successors and/or assigns, shall, within the terms provided in the preceding paragraph, provide written notice to the Developer of its intent to exercise such right, as well as, pay the Developer in cash an amount equal to:

(ww) the applicable cash portion of the Purchase Price for the Reacquired Property paid by the Developer; plus

(xx) the costs actually incurred by the Developer for on-site labor and materials for the construction of the improvements existing on the Reacquired Property at the time of the repurchase, reentry and repossession, exclusive of amounts financed; less

(yy) any gains or income withdrawn or made by the Developer from the Reacquired Property or the improvements thereon; and less

(zz) the amount of liens on the Reacquired Property, and any unpaid assessments against the Reacquired Property.

Notwithstanding anything to the contrary contained in this Agreement, each condominium unit (and its related common elements), as set forth on a recorded final subdivision map for the Project, shall be automatically released from the provisions of this Article 26, following the conveyance of such unit to a bona fide, third party purchaser for value.

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) up to the date a Certificate of Completion in the form of Exhibit "L" is issued by ODP which ODP agrees to provide to Developer upon substantial completion of the Project pursuant to Section 6(n).

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 OFFICIALS, OFFICERS AND EMPLOYEES

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

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

30. NOTICES, DEMANDS AND COMMUNICATIONS

Formal notices, demands and communications between ODP 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 ODP 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 ODP:
Office District Parking I, Inc.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: Douglas A. Selby, President

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

If to the Developer: CityMark Development LLC
701 B Street, Suite 1100
San Diego, CA 92101
Attn: Richard Gustafson, President

With a copy to: Jones Vargas
3773 Howard Hughes Parkway, 3rd Floor South
Las Vegas, NV 89109
Attn: Michael E. Buckley, Esq.

31. **SUBSEQUENT ODP APPROVALS**

Any approvals of ODP required or permitted by the terms of this Agreement may be given by the President of ODP or such other person that ODP 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 and may be executed in counterparts, each of which is deemed to be an original. This includes Exhibits A, B, C, D, E, F, G, H, I, J, K and L attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties.

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of ODP 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. The approval of such waivers by ODP shall not be unreasonably withheld, conditioned or delayed.

All amendments hereto must be in writing and signed by the appropriate authorities of ODP 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. ATTORNEY'S FEES

In the event legal action is brought by either party to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred.

38. ODP/CITY OF LAS VEGAS COOPERATION

ODP agrees that as an affiliate of the City, it will cooperate and facilitate the Developer with a reasonable prompt review, process and approval of the Developer's applications submitted to the City for permits or other authorizations of entitlements related to this Project, provided that said applications are in accordance with this Agreement and the City's requirements, rules and regulations.

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39. **TIME FOR ACCEPTANCE OF AGREEMENT BY CITY**

This Agreement has been approved on Oct. 20, 2004 by the Las Vegas City Council. The effective date of this Agreement shall be the date when this Agreement has been signed by ODP ("Effective Date").

Date of City Council approval:

October 20, 2004.

OFFICE DISTRICT PARKING I, INC.

By: _____
Douglas A. Selby, President
"ODP"

ATTEST:

_____
Steven P. Houchens, Secretary

October 20, 2004

APPROVED AS TO FORM:

_____ 10/6/04
Date

CITYMARK DEVELOPMENT LLC, a California limited liability company

By: _____
Richard Gustafson

Its: President
"Developer"

LIST OF EXHIBITS

EXHIBIT "A"	SITE DEPICTION
EXHIBIT "B"	SITE LEGAL DESCRIPTION
EXHIBIT "C"	VACATION APPLICATION LEGAL DESCRIPTION
EXHIBIT "D"	SCOPE OF DEVELOPMENT OF THE PROJECT
EXHIBIT "E"	SCHEDULE OF PERFORMANCE OF THE PROJECT
EXHIBIT "F"	FORM OF GRANT, BARGAIN AND SALE DEED
EXHIBIT "G"	DISCLOSURE OF PRINCIPALS
EXHIBIT "H"	FORM OF PROMISSORY NOTE
EXHIBIT "I"	FORM OF DEED OF TRUST ASSIGNMENT OF RENTS
EXHIBIT "J"	FORM OF DECLARATION OF DEVELOPMENT COVENANTS
EXHIBIT "K"	FORM OF PERSONAL GUARANTEE
EXHIBIT "L"	FORM OF CERTIFICATE OF COMPLETION

EXHIBIT "A"

SITE DEPICTION



EXHIBIT "B"

SITE LEGAL DESCRIPTION

A.P.N. 139-34-311-095 thru -102, & 105 thru 110

Those portions 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 those portions of BLOCK 25 of the plat of CLARK'S LAS VEGAS TOWNSITE, on file in Book 1 of Plats, Page 37 of Clark County, Nevada Records, described as follows:

PARCEL 1

LOTS 1 through 16, inclusive, of said BLOCK 25.

EXCEPT THEREFROM that triangular parcel of land, bounded as follows: bounded on the northeast by the northeasterly line of said BLOCK 25; bounded on the northwest by the northwesterly line of said BLOCK 25; and bounded on the south by a curve, concave southerly and having a radius of 10.00 feet, said curve being tangent to the northeasterly line of said BLOCK 25 and tangent to the northwesterly line of said BLOCK 25.

ALSO EXCEPT THEREFROM that triangular parcel of land, bounded as follows: bounded on the southwest by the southwesterly line of said BLOCK 25; bounded on the northwest by the northwesterly line of said BLOCK 25; and bounded on the east by a curve, concave easterly and having a radius of 10.00 feet, said curve being tangent to the southwesterly line of said BLOCK 25 and tangent to the northwesterly line of said BLOCK 25.

The above-described PARCEL 1 contains an area of 55,961 square feet, or 1.285 acres, more or less.

PARCEL 2

LOTS 21 through 32, inclusive, of said BLOCK 25.

EXCEPT THEREFROM that triangular parcel of land, bounded as follows: bounded on the northeast by the northeasterly line of said BLOCK 25; bounded on the southeast by the southeasterly line of said BLOCK 25; and bounded on the west by a curve, concave westerly and having a radius of 10.00 feet, said curve being tangent to the northeasterly line of said BLOCK 25 and tangent to the southeasterly line of said BLOCK 25.

The above-described PARCEL 2 contains an area of 41,984 square feet, or 0.964 acres, more or less.

PARCEL 3

That portion of that certain 20 foot wide northeasterly-southwesterly alley in said Block 25, bounded as follows:

bounded on the northeast by the northeasterly line of said BLOCK 25; and bounded on the southwest by the northwesterly projection of the northeasterly line of Lot 20 in said Block 25.

The above-described PARCEL 3 contains an area of 5,979 square feet, or 0.137 acres, more or less.

The above-described PARCEL 1, PARCEL 2, and PARCEL 3 contain a total, combined area of 103,924 square feet, or 2.386 acres, more or less.

OWNER'S INITIALS_____

EXHIBIT "C"

VACATION APPLICATION LEGAL DESCRIPTION

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 that portion of Block 25 of the plat of CLARK'S LAS VEGAS TOWNSITE, on file in Book 1 of Plats, Page 37 of Clark County, Nevada Records, described as follows:

That portion of that certain 20 foot wide northeasterly-southwesterly public alley in said Block 25, bounded as follows: bounded on the northeast by the northeasterly line of said BLOCK 25; and bounded on the southwest by the northwesterly projection of the northeasterly line of Lot 20 in said Block 25.

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.

ALSO RESERVING THEREFROM an easement to the CITY OF LAS VEGAS for public drainage purposes, public sewer purposes, and appurtenances thereto, over, across and under the above-described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

ALSO RESERVING THEREFROM an easement to the NEVADA POWER COMPANY, over, across and under the above-described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

ALSO RESERVING THEREFROM an easement to the SOUTHWEST GAS CORPORATION, over, across and under the above-described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

ALSO RESERVING THEREFROM an easement to NEVADA DIVISION OF CENTRAL TELEPHONE COMPANY, a Delaware corporation, d/b/a/ SPRINT OF NEVADA, over, across

and under the above-described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

ALSO RESERVING THEREFROM an easement to the LAS VEGAS VALLEY WATER DISTRICT, over, across and under the above-described parcel of land, together with reasonable rights of ingress thereto and egress therefrom.

A.P.N. 139-34-399-002

EXHIBIT "D"

SCOPE OF DEVELOPMENT OF THE PROJECT

CityMark Development LLC ("Developer"), a California limited liability company, intends to purchase approximately 103,924 square feet of real property located at the Southeastern corner of 3rd Street and Bonneville Avenue, currently owned by Office District Parking I, Inc.

The Developer intends to construct an urban density (for-sale at market rate) residential loft and mixed-use retail/commercial project of approximately 460,000 total gross square feet. The project will include approximately 330 residential loft units, 27,000 square feet of live/work units and 9,800 square feet of retail space at street level on the corners of 3rd St. and Bonneville Ave., as well as, 4th St. and Bonneville Ave. The project will have approximately 6 buildings varying from 7 to 14 stories in height and a structured parking garage, with approximately 530 parking spaces, integrated as part of the residential and/or commercial structures. The buildings will include exposed concrete and plaster and will incorporate expansive window systems, stonework, metals and retail awnings. The building facades will be architecturally distinct by stepping in and out from the street. At street level, the base of the buildings will consist of a rich color palate based on natural materials that feed into the stoops and awnings. The residential loft units will include sharp, industrial, and energetic facades, varied skylines and abundant glass.

EXHIBIT "E"

SCHEDULE OF PERFORMANCE OF THE PROJECT

Action	Date
1. Execution and Delivery of Agreement by Developer to ODP. Submission of Basic Concept Drawings by Developer to ODP.	No later than October 6, 2004.
2. Effective Date of Agreement	No later than October 20, 2004.
3. Execution of Agreement by ODP.	No later than October 20, 2004.
4. Approval or disapproval of Basic Concept Drawings by ODP.	Upon Execution of Agreement by ODP.
5. Opening of Escrow and Earnest Money Deposit.	Developer shall open escrow at Lawyers Title of Nevada within twenty (20) calendar days of Execution of Agreement by ODP. Developer shall receive a credit from ODP of $100,000 towards the Purchase Price and said credit shall also be applied towards the Earnest Money Deposit.
6. 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.
7. Approval of Title Report by Developer.	Within sixty (60) calendar days of receipt by Developer.
8. Pre-Design Conference with City of Las Vegas.	No later than December 17, 2004.
9. Expiration of Feasibility Review Period pursuant to Section 14(c) of the Agreement.	No later than ninety (90) days after the effective date of the Agreement.
10. Delivery of additional Earnest Money Deposit.	Developer will deliver to Escrow Agent an additional Earnest Money Deposit of $100,000 upon expiration of Feasibility Review Period.
11. Submission of Developer's 50% Plans for Site Development to ODP.	No later than ninety (90) days after Pre-Design Conference.
12. Approval or disapproval of 50% Plans by ODP	No later than 15 days after submission to ODP.

13. Completion and submittal of Reversionary Parcel Map to City.	No later than one hundred twenty (120) days after the Pre-Design.
14. Submission of Developer's application for Financing Commitment to Project Lender.	No later than sixty (60) days prior to Estimated Closing Date and is projected to occur on May 21, 2005.
15. Delivery of final addition to Earnest Money Deposit.	Developer will deliver to Escrow Agent a final addition to the Earnest Money Deposit of $100,000 (for a total Earnest Money Deposit of $300,000) at or before May 31, 2005.
16. Submission of Developer's 100% Plans for Site Development to City for the Site Development Plan application and to ODP for review.	No later than Ninety (90) days after approval of 50% Plans and is projected to occur on June 30, 2005.
17. Submission of Developer's Evidence of Financing (the "Commitment") from the Project Lender to ODP.	No later than thirty (30) days prior to Estimated Closing Date is projected to occur on June 20, 2005.
18. ODP approval or disapproval of 100% Plans for Site Development.	No later than fifteen (15) days prior to Estimated Closing Date and is projected to occur on July 5, 2005.
19. ODP approval or disapproval of Developer's evidence of: (i) equity capital and loan commitments for construction financing pursuant to Section 6(c) and (ii) Project Loan pursuant to Section 9(d) of the Agreement.	No later than twenty (20) calendar days following submission of Commitment and is projected to occur on July 10, 2005.
20. Submission to ODP of Developer's Certificates of Insurance.	No later than five (5) days prior to Estimated Closing Date and is projected to occur on July 15, 2005.
21. Submission to ODP by Developer of evidence that City and other Governmental Permits necessary to commence construction are approved and that only the payment of applicable fees by Developer are required for issuance.	No later than five (5) days prior to Estimated Closing Date and is projected to occur on July 15, 2005.
22. Submittal of Final Architectural Plans, Civil Plans, Mechanical, Electrical, and Plumbing Plans, Landscape Plans, and Structural Plans to ODP.	No later than five (5) days prior to Estimated Closing Date and is projected to occur on July 15, 2005.
23. Relocation of historic single-story structure at 604 S. 4th Street from the Site by ODP.	No later than one (1) day prior to Estimated Closing Date and is projected to occur on or before July 19, 2005.

24. ODP will deposit with the Escrow Agent reasonable subordination agreement and other instruments and agreements requested by the Project Lender to evidence and/or perfect the subordination by ODP subject to ODP's approval of the Project Loan pursuant to Section 9(d) of the Agreement.	No later than one (1) day prior to Estimated Closing Date and is projected to occur on or before July 19, 2005.
25. Site Closing and Conveyance.	No later than five (5) days after receipt of approved Commitment, approved 100% Plans and Permits. Closing date is projected to occur on July 20, 2005 (Estimated Closing Date).
26. Site Preparation and Security. 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.	No later than twenty (20) days after Site Closing and is projected to occur on August 9, 2005.
27. 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.	No later than twelve months (12) after the Site Closing and is projected to occur on July 20, 2006.
28. Completion of Construction: Phase One of the Project.	No later than eighteen months (18) after Commencement of Construction and is projected to occur on January 20, 2008.
29. Completion of Construction: Phase Two of the Project.	No later than thirty-two (32) calendar months following the Commencement of Construction and is projected to occur on May 20, 2009.
30. Certificate of Completion. ODP shall furnish Developer with a Certificate of Completion in accordance with Section 6(n) of the Agreement.	Upon receipt of a Completion Notice by ODP from Developer and ODP's determination that Developer has substantially completed the Project, as described in Section 6(n) of the Agreement.

NOTE: All construction dates and times are subject to effect of Force Majeure Delays in accordance with Section 6(d)(iii) of the Agreement.

EXHIBIT "F"

FORM OF GRANT, BARGAIN AND SALE DEED

APN: _____

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

CityMark Development LLC

701 B Street, Suite 1100

San Diego, CA 92101

Attn: Richard Gustafson, President

MAIL TAX STATEMENTS TO:

CityMark Development LLC

701 B Street, Suite 1100

San Diego, CA 92101

Attn: Richard Gustafson, President

GRANT, BARGAIN AND SALE DEED

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

OFFICE DISTRICT PARKING I, INC., a Nevada not-for-profit corporation (herein called "Grantor"), hereby grants, bargains, sells, conveys, transfers and assigns to CityMark Development LLC, a California limited liability company (herein called "Grantee"), the real property (the "Property") legally described in the document attached hereto, labeled Exhibit "F-1", and incorporated herein by this reference, together with all improvements thereon.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in otherwise appertaining.

SUBJECT TO the easements of record and other title exceptions listed on Exhibit "F-2", attached hereto and incorporated herein by this reference.

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_.

OFFICE DISTRICT PARKING I, INC.
A Nevada not-for-profit corporation

By:_____

Douglas A. Selby, President

"GRANTOR"

APPROVED AS TO FORM:

_____

Date

The provisions of this Deed are hereby approved and accepted.

_____ 200_

CITYMARK DEVELOPMENT LLC

a California limited liability company

By : _____

Richard Gustafson, President

Acknowledgments

GRANTOR:

OFFICE DISTRICT PARKING I, INC.

_____

Douglas A. Selby, President

This instrument was acknowledged before me, a notary public, on this ___ day of _____, _____, by _____, as _____ of Office District Parking I, Inc.

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

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

GRANTEE:

CityMark Development LLC
a California Limited Liability Company

By: _____
Richard Gustafson, President

This instrument was acknowledged before me, a notary public, on this ___ day of _____, _____, by _____, as _____ of CityMark Development LLC, a California Limited Liability Company.

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

STATE OF _____)
) ss.
COUNTY OF _____)

EXHIBIT "F-1"

LEGAL DESCRIPTION

GRANTOR'S INITIALS_____

EXHIBIT "F-2"

SCHEDULE OF TITLE EXCEPTIONS

EXHIBIT "G"

DISCLOSURE OF PRINCIPALS

The principals and partners of ***CityMark Development LLC*** and all persons and entities holding more than 1% (one percent) interest in ***CityMark Development LLC*** Or any principal of ***CityMark Development LLC*** are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	Richard Gustafson	701 B Street, Ste. 1100 San Diego	619-231-1161
2.	Russell Haley	701 B Street, Ste. 1100 San Diego	619-231-1161
3.	Vince Hoenigman	701 B Street, Ste. 1100 San Diego	619-231-1161
4.			
5.			
6.			
7.			
8.			
9.			
10.			

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: _____

Its: V.P.

Subscribed and sworn to before me this 5th day of October, 2004

_____
Notary Public

SUSAN L. TRIMINGHAM
Commission # 1295612
Notary Public - California
San Diego County
My Comm. Expires Mar 26, 2005

EXHIBIT "H"

FORM OF PROMISSORY NOTE

PROMISSORY NOTE

$3,196,200.00 _____ 2004

Las Vegas, Nevada

FOR VALUE RECEIVED, the undersigned, CITYMARK DEVELOPMENT LLC, a California limited liability company (the "Developer"), hereby promises to pay to OFFICE DISTRICT PARKING I, INC., a Nevada not-for-profit corporation ("ODP") at 400 Stewart Avenue, Las Vegas, Nevada 89101 the principal sum of Three Million One Hundred Ninety-Six Thousand Two Hundred Dollars ($3,196,200.00). Simple interest shall accrue, from time to time, on the unpaid principal balance under this Promissory Note ("Note") at the annual rate of five and one-half percent (5.5%). 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 ODP 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 ODP and the Developer dated _____, 2004 (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) three (3) years after the close of escrow for the Site or (ii) fifteen (15) business days after the close of escrow for the sale of the last residential unit in Phase I of the Project as both described in the DDA.

C. Transferability

This Note may be negotiated or transferred by ODP 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.

E. Deed of Trust and Assignment of Rents and 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 which contains, among other things, provisions for partial releases.

F. Legal Actions; Attorneys' Fees and Costs

Developer agrees to pay the following costs, expenses and attorneys' fees paid or incurred by ODP 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 therefore 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 ODP is required to prosecute or defend and actions for relief based on rescission, or actions to cancel this Note that ODP is required to defend; and (4) ODP 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. Notwithstanding the foregoing, in the event legal action is brought by either party to enforce or interpret this Note, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred.

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 ODP; or (ii) any material default by Developer under the DDA or the Deed of Trust (after the expiration of any applicable notice and cure period), 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 ODP 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 ODP's option. ODP's failure to exercise such option shall not constitute a waiver of such option with respect to any subsequent event. ODP'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.

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.

CITYMARK DEVELOPMENT LLC,
a California limited liability company

By: _____

Title: _____

EXHIBIT "I"

FORM OF DEED OF TRUST ASSIGNMENT OF RENTS

APN: _____
RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Office District Parking I, Inc.
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 104.9502.

This Deed of Trust, Assignment of Rents and Leases, Security Agreement, and Fixture Filing ("*Deed of Trust*"), made as of _____, 2004 by CITYMARK DEVELOPMENT LLC, a California limited liability company as trustor ("*Trustor*") whose mailing address is 701 B Street, Suite 1100, San Diego, CA 92101, to LAWYERS TITLE OF NEVADA, INC., a Nevada corporation, as trustee ("*Trustee*") whose mailing address is 1210 S. Valley View Boulevard, Suite 104, Las Vegas, Nevada, 89102 and OFFICE DISTRICT PARKING I, INC., a Nevada not-for-profit corporation, 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 "I-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

(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 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

(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 _____, 2004 (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 _____, 2005 in the principal amount of Three Million One Hundred Ninety-Six Thousand Two Hundred Dollars ($3,196,200.00) payable to the order of Beneficiary (the "*Note*").

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

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

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 authorizes Beneficiary to file 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) Trustor covenants to keep the Property in good condition and repair; 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. Notwithstanding anything to the contrary contained in this Deed of Trust, Trustor shall have the right to contest in good faith the validity or the amount of any tax or assessment levied against the Property by such proceedings as may be appropriate in the jurisdiction in which such Property lies and may defer payment of such obligations, pay same under protest, or take such other steps as Trustor may deem appropriate; provided, however, Trustor shall (i) not permit or allow the institution of any foreclosure proceedings or similar action against the Property, (ii) diligently pursue such contest and during the pendency of any such contest, Trustor shall furnish to Beneficiary a bond in such amount and in form and substance reasonably satisfactory to Beneficiary, indemnifying against liens with security reasonably acceptable to Beneficiary, (iii) maintain sufficient reserves to pay such taxes when the validity is finally decided by the appropriate court and (iv) immediately pay any amount adjudged by a court of competent jurisdiction to be due, with all costs, interest, and penalties thereon.

(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 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. Notwithstanding the foregoing, if, in any instance, (a) the beneficiary of a Project Loan to which this Deed of Trust has been subordinated as provided in Section 4.1(h) below (a "Prior Beneficiary") permits or requires the use of such insurance proceeds or condemnation award or damages (the "Net Claims Proceeds") to pay costs of repairing or reconstructing the Property; or (b) each and all of the following conditions are satisfied in Beneficiary's reasonable judgment:

(i) Beneficiary shall receive evidence reasonably satisfactory to it that after repair or reconstruction, the Property would be at least as valuable as it was immediately before the damage or condemnation occurred; and

(ii) The Net Claims Proceeds shall be sufficient in Beneficiary's reasonable determination to pay for the total cost of repair or reconstruction; or Trustor shall provide its own funds in an amount equal to the difference between the Net Claims Proceeds and a reasonable estimate, made by Trustor and found acceptable by Beneficiary, of the total cost of repair or reconstruction; and

(iii) Beneficiary shall be satisfied that the repair or reconstruction can be completed prior to the maturity date of the Note; and

(iv) No Event of Default shall have occurred and be continuing under this Deed of Trust; and

(v) Then, in either event, Beneficiary shall permit Trustor to use the Net Claims Proceeds to pay costs of repairing or reconstructing the Property either (x) in accordance with the requirements or provisions of the Prior Beneficiary's lien or deed of trust or (y), as follows: Beneficiary shall hold the Net Claims Proceeds, and any funds which Trustor is required to provide, in an interest-bearing account and shall disburse them to Trustor to pay costs of repair or reconstruction upon presentation of evidence reasonably satisfactory to Beneficiary that repair or reconstruction has been completed satisfactorily and lien-free; provided, however, if requested by Trustor, Beneficiary shall make partial progress payments of Net Claims Proceeds from time to time, provided that (1) such shall not be more frequently than Beneficiary approves in its reasonable discretion, (2) for each such disbursement, Beneficiary shall receive a disbursement request package including a written draw request, all in form and substance and containing such items, reasonably acceptable to Beneficiary, together with such information and documentation relating thereto as Beneficiary requests to evidence the progress of construction and payment and lien releases relating thereto, all as reasonably determined by Beneficiary.

(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: (x) to any entity of more than 49% of the membership interests in Trustor, or (y) of stock not in a publicly held corporation or not for the beneficial interest in any publicly held partnership or real estate investment trust; and (z) not as a result of the exercise by any lender of its security or other interests in the ownership of Trustor shall be a violation of this paragraph (h).

This Deed of Trust shall be subordinate, and Beneficiary will, at the reasonable request of Trustor from time to time, subordinate the rights of Beneficiary under this Deed of Trust to the rights of a lender (the "Project Lender") under one or more construction loans and any refinancing or subsequent permanent loan (as applicable, 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 applicable 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) Trustor has provided Beneficiary with satisfactory written evidence of non-binding reservation agreements for 30% of the residential units in Phase I of the Project; (ii) Trustor has provided Beneficiary with reasonable evidence of the applicable Project Loan which shall contain, at a minimum, the following information: (a) total amount being financed; (b) the term and maturity date, including conditions causing any acceleration; (c) repayment terms, including an amortization schedule if interest rate varies over term; (d) collateral and security; (e) debt requirements, including loan-to-cost or loan-to-value; (f) pre-sales requirement for residential units in Phase I of the Project and (g) any other conditions precedent for Trustor to close on the Project Loan. Beneficiary agrees to review and

approve the Commitment in the time frame specified in the Schedule of Performance (or, if applicable, within ten (10) business days after a written request from Trustor accompanied by the requisite information) provided that no Event of Default then exists and is determined to be financing reasonably acceptable to Beneficiary; and, (iii) Trustor has provided to Beneficiary the executed Personal Guarantees required by the DDA.

(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 in violation of any Environmental Laws. Trustor shall not do, nor allow anyone else to 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, City of Las Vegas and affiliated entities, 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 but excluding any such liabilities and claims arising from the acts of Beneficiary or of its agents.

(m) Trustor agrees to indemnify, defend with counsel acceptable to Beneficiary, and hold Beneficiary, City of Las Vegas and affiliated entities, 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 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 Partial Release and Reconveyance. Notwithstanding anything to the contrary contained in this Deed of Trust or the DDA, Beneficiary, by acceptance of this Deed of Trust, covenants and agrees as follows:

(a) Final Maps. Beneficiary, by acceptance of this Deed of Trust, covenants and agrees to execute, deliver and acknowledge, without the payment of any consideration, within ten (10) business days after Trustor's written request therefor, accompanied by reasonable supporting documentation, any and all subdivision maps (as defined in NRS Chapter 278) or "plats" (as defined in NRS Chapter 116) necessary in connection with the Project (as applicable, a "Final Map"), including, without limitation, any and all necessary applications for such Final Maps. Beneficiary acknowledges and agrees that its execution of any such Final Map may result in a dedication of a portion of the Property.

(b) Release of Units. As used herein, the term "Unit" refers to a residential condominium unit or a commercial unit or any other "unit" (as the term is defined in NRS

Chapter 116) within the Property, as set forth on a recorded Final Map and includes, without limitation, all related common areas and/or common elements (as defined in NRS Chapter 116) appurtenant thereto. Upon the closing of each bona fide sale of a Unit, Beneficiary shall release and reconvey the portion of its lien and security interest in the Property under this Deed of Trust applicable to such Unit, without the payment of any consideration. Beneficiary's reconveyance of this Deed of Trust as to any such Unit shall occur no later than upon close of the purchase escrow for such Unit.

(c) Easements. In addition to any dedications set forth on a Final Map, Trustor shall be entitled to obtain, without the payment of any consideration, the reconveyance and release from the lien and security interest of this Deed of Trust, reasonable portions of the Land and Improvements intended to be dedicated (or an easement is to be granted) to a governmental or quasi-governmental authority or utility company or deeded (or an easement is to be granted) to any association (as that term is defined in NRS Chapter 116) or any other non-profit corporation whose members consist of the owners of some or all of the owners of the Units (as applicable a "Project Association") for maintenance and for which no monetary consideration will be received by Trustor (the "Dedications"), if the Dedications are a condition to any governmental approval necessary for the development or construction of the Project or are otherwise reasonably required in connection with the Project (including, without limitation, the approval of any Final Map). Such reconveyance shall be as and when directed by Trustor, provided, that the reconveyance shall occur in such manner (e.g., by conveyance to the applicable governmental entity or utility company or Project Association, or conveyance to Trustor or its designee with use appropriately restricted) as to assure use thereof for the required purpose. Additionally, if reasonably requested by Trustor, if and to the extent required as a condition to any governmental approval necessary for the development or construction of the Project or otherwise reasonably required in connection with the Project, Trustee, with Beneficiary's consent, which consent shall not be unreasonably withheld or delayed, shall consent to reasonable and customary public utility, cable television or similar easements (the "New Easements") granted by Trustor over and across the Land (or reconvey from the lien of this Deed of Trust) without the requirement of payment of any monetary consideration therefor. Beneficiary shall release such New Easements from the lien of the Deed of Trust without monetary consideration if Beneficiary is reasonably satisfied that the conditions applicable to such release have been satisfied.

(d) Limitations. As conditions to Beneficiary's obligation to deliver any release or reconveyance under this Section, Trustor shall deliver to Beneficiary a written request ("Request") for the reconveyance at least ten (10) business days prior to such proposed release or reconveyance. Following any such release or reconveyance, this Deed of Trust shall remain a valid lien on all portions of the Property other than the released or reconveyed parcel (collectively, the "Remaining Property"), and the priority of this Deed of Trust on the Remaining Property shall not be affected by any such release and/or reconveyance.

(e) Remedies. In the event Beneficiary fails, following written notice, to timely effect release or reconveyance required by this Section, Trustor shall be entitled to such remedies as may be available at law or equity, including, without limitation, specific enforcement of this provision, as Beneficiary and Trustor each acknowledge that damages would not be an adequate remedy.

4.4 Compensation. Trustor agrees to pay 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 reasonable 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;

(d) 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 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 Appraisement, 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 appraisement, 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 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.

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.

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 Deed of Trust.

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:

CITYMARK DEVELOPMENT LLC
701 B Street, Suite 1100
San Diego, CA 92101
Attn: Richard Gustafson, President

Address Where
Notices to BeneficiaryAre to be Sent:

Office District Parking I, Inc.
400 Stewart Avenue
Las Vegas, Nevada 89101
Attn: Douglas A. Selby, President

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 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:

CITYMARK DEVELOPMENT LLC
a California limited liability company

By:_____
Richard Gustafson

Its:_____
President

STATE OF_____)
) :SS
COUNTY OF_____)

This instrument was acknowledged before me on _____ by _____.

(Signature of Notarial Officer)

(Seal, if any)

(My Commission Expires_____)

EXHIBIT I-1

LEGAL DESCRIPTION

EXHIBIT "J"

FORM OF DECLARATION OF DEVELOPMENT COVENANTS

APN #_____

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Office District Parking I, Inc.
400 Stewart Avenue
Las Vegas, Nevada 89101

Escrow # _____

(Space above line for Recorder's use only)

DECLARATION OF
DEVELOPMENT COVENANTS AND RESTRICTIONS

THIS DECLARATION OF DEVELOPMENT COVENANTS AND RESTRICTIONS ("Development Declaration") dated, for purposes of reference only, as of the ____ day of _____, 200__, is entered into between OFFICE DISTRICT PARKING I, INC., a Nevada not-for-profit corporation ("ODP") and CITYMARK DEVELOPMENT LLC, a California limited liability company ("Developer"), with reference to the following facts and objectives:

RECITALS:

A. Pursuant to that certain Disposition and Development Agreement dated as of _____ ___, 2004 between ODP and Developer (together with any amendments thereto, the "DDA"), ODP, of even date herewith, is conveying to Developer the real property described on Attachment A attached hereto (the "Covered Property"). Terms used herein which are not defined herein have the meaning given those terms in the DDA.

B. Under the DDA, Developer agreed to construct an urban density residential loft and mixed use retail/commercial project (the "Project") on the Covered Property, in conformance with the Plans and Drawings and Drawings to be prepared by Developer and approved by ODP in accordance with the DDA.

C. In order to assure that the Covered Property and the Project are developed in accordance with the DDA, ODP requires, as a condition to its conveyance to Developer of the Covered Property, that Developer execute and acknowledge this Development Declaration.

D. Developer desires to subject the Covered Property to this Development Declaration setting forth certain obligations owing to ODP by Developer concerning the activities of Developer on and in connection with the Covered Property.

DECLARATION:

NOW, THEREFORE, Developer hereby covenants, agrees, and declares that all of its interest, as the same may from time to time appear, in the Covered Property shall be held and conveyed subject to the following covenants and restrictions, which shall run with the Covered Property or any portion thereof until released as provided herein and shall be binding upon all parties having or acquiring any right, title or interest in or to the Covered Property or any portion thereof and which are hereby declared to be for the benefit of ODP and its successors and assigns, as follows:

1. Development and Construction of the Project. The Covered Property shall be used for the sole purpose of constructing an urban density (for-sale at market rate) residential loft and mixed-use retail/commercial project of approximately 460,000 total gross square feet. The Project will include approximately 330 residential loft units (each, a "Residential Unit"), 27,000 square feet of live/work shopkeeper units and 9,000 square feet of conventional retail space at street level on the corners of 3rd St. and Bonneville Ave., as well as, 4th St. and Bonneville Ave. The Project will have approximately 6 buildings varying from 7 to 14 stories in height and a structured parking garage, with approximately 530 parking spaces, integrated as part of the residential and/or commercial structures, all as set forth in the DDA. As used herein, the term "Unit" refers to a Residential Unit or a commercial unit or any other "unit" (as the term is defined in NRS Chapter 116) within the Covered Property, as set forth on a recorded subdivision map (as defined in NRS Chapter 278) or "plat" (as defined in NRS Chapter 116), and includes, without limitation all related common areas or common elements (as defined in NRS Chapter 116) appurtenant thereto.

2. Condition of Property. Developer and its representatives have been afforded the opportunity to make such inspections of the Covered Property and matters related thereto as Developer and its representatives desired, including, without limitation, governmental laws and regulations to which the Covered Property is subject, and Developer accepts the Covered Property upon the basis of its review and determination of the applicability and effect of such laws and regulations. Developer acknowledges and agrees that the Covered Property is sold and conveyed to and accepted by Developer in an "as-is" condition with all faults, except as otherwise provided in the DDA or herein. Except as provided in the DDA, ODP makes no representations or warranties of any kind whatsoever, either express or implied, with respect to the Covered Property. In particular, but without limitation, except as provided in the DDA, ODP makes no representations or warranties with respect to the use, condition, title, occupation or management of the Covered Property, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdivision, 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. Developer acknowledges that it has accepted the conveyance of the Covered Property on the basis of Developer's own investigation of the physical and environmental conditions of the Covered Property, including the subsurface conditions, and Developer assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

3. Release. Developer, for itself, its successors and assigns, and for each and every subsequent owner or tenant of any portion of the Covered Property (collectively, the "Releasing

Parties"), hereby waives, releases, remises, acquits and forever discharges ODP, its affiliates (including the City of Las Vegas, a political subdivision of the State of Nevada), their employees, agents, officers, successors and assigns (individually a "Released Party" and collectively, the "Released Parties"), 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 Developer or any other 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 any contamination or environmental condition of the Covered Property, or any other physical or environmental condition of the Covered Property, or the violation of any federal, state of 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 Covered Property, provided, however, that the foregoing release shall not extend to any Released Party to the extent any such claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation arise out of or are in connection with the acts or omissions of such Released Party.

4. Release and Termination.

4.1 Units. Each Unit within the Project shall be automatically released from the encumbrance of this Development Declaration without the necessity of executing or recording any instrument of release upon the bona fide sale of the Unit by Developer to a member of the home-buying public or unaffiliated purchaser/investor.

4.2 Dedication to Public Agency or Public Utility. Any portion of the Covered Property, upon dedication or conveyance to, and acceptance by, a public entity or public utility in accordance with the Plans and Drawings, shall be deemed automatically released from the encumbrance of this Development Declaration, without the necessity of executing or recording any instrument of release.

4.3 Transfer to Association. Any portion of the Covered Property, upon transfer to and acceptance by an association (as defined in NRS Chapter 116) or any other non-profit owners association, the members of whom are the owners of one or more Units, shall be deemed automatically released from the encumbrance of this Development Declaration, without the necessity of executing or recording any instrument of release.

4.4 Acquisition of Covered Property by ODP. Upon the acquisition of all or portions of the Covered Property by ODP by and through any operation of law or instrument of transfer, ODP shall have the right in its sole discretion to terminate this Development Declaration, and release portions or all of the Covered Property from the covenants and restrictions of this Development Declaration, in which event the covenants and restrictions shall be forever terminated and extinguished.

4.5 Right of Release. ODP shall also have the right to release from time to time and at any time, all or any portion of the Covered Property from this Development Declaration for any reason, and the foregoing provisions of this Section 4 shall not be deemed to limit such right in any manner whatsoever.

4.6 Instrument. Following the release of any portion of the Covered Property from the encumbrance hereof, ODP shall, if requested by the Developer of such portion of the Covered Property, execute and cause to be recorded an instrument evidencing such release. Such instrument shall not be necessary, however, to evidence the automatic release of this Development Declaration as to portions of the Covered Property pursuant to Sections 4.1, 4.2 and 4.3 above.

5. Amendments. This Development Declaration may only be amended by a writing executed by ODP and the record owner of the Covered Property, and recorded against the Covered Property. For purposes of this Section 5 only, "Covered Property" shall not include any parcel or portion of the Covered Property that has been released from the encumbrance of this Development Declaration pursuant to Section 4 above.

6. Miscellaneous.

6.1 Captions. The captions used herein are for convenience only and are not a part of this Development Declaration and do not in any way limit or amplify the terms and provisions hereof.

6.2 Interpretation; Government Law. This Development Declaration shall be construed as if prepared by both parties hereto. Each party acknowledges that it has had full benefit of legal counsel in the preparation and negotiation of this Development Declaration. This Development Declaration shall be governed by and construed under the laws of the State of Nevada.

6.3 Attorneys' Fees. In the event any action, arbitration or other proceeding shall be instituted in connection with this Development Declaration, the party prevailing in such action shall be entitled to recover from the other party all of its costs of action, arbitration or other proceeding, including reasonable attorneys' fees as fixed by the court therein.

6.4 Severability. In the event that any phrase, clause, sentence, paragraph, section, article, or other portion of this Development Declaration shall become illegal, null, void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null, void or against public policy, the remaining portions of this Development Declaration shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

6.5 Gender and Number. In this Development Declaration (unless the context requires otherwise), the masculine, feminine, and neuter genders and the singular and plural include one another.

6.6 Covenants to Run With the Land; Term. The covenants, restrictions, and reservations of this Development Declaration shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by ODP and its successors and assigns for a term of five (5) years from the date of this Development Declaration, unless terminated earlier in accordance with Section 4 above.

6.7 Notices. All notices or other communications between ODP and Developer required or permitted hereunder shall be given in accordance with the notice provisions of the DDA.

6.8 Rights of Mortgagees. All restrictions and other provisions herein contained shall be deemed subject and subordinate to all bona fide mortgages and deeds of trust now or hereafter executed upon the Covered Property or any portion thereof, and none of said restrictions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust; provided, however, that if all or a portion of the Covered Property is sold under a foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, including, without limitation, the mortgagee or beneficiary of a deed of trust and the successors and assigns of such purchaser, shall hold any and all property so purchased subject to all of the restrictions and other provisions of this Development Declaration. The foregoing provision shall also apply to a deed in lieu of foreclosure and to the transferee of the lender after such deed in lieu.

IN WITNESS WHEREOF, Developer and ODP have executed this instrument on the day and year first above written.

CITYMARK DEVELOPMENT LLC, a California limited liability company

By:_____
Name:_____
Title:_____

OFFICE DISTRICT PARKING I, INC., a Nevada non-profit corporation

By:_____
Name: _____
Title:_____

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this ____ day of _____, 2004 by _____ as _____ of CITYMARK DEVELOPMENT LLC, a California limited liability company.

_____
(Signature of notarial officer)

(My commission expires:_____)

STATE OF NEVADA

COUNTY OF CLARK

This instrument was acknowledged before me on this ____ day of _____, 2004 by _____ as _____ of OFFICE DISTRICT PARKING I, INC., a Nevada non-profit corporation.

_____
(Signature of notarial officer)

(My commission expires:_____)

ATTACHMENT A

COVERED PROPERTY

[Insert legal description of Covered Property]

EXHIBIT "K"

FORM OF PERSONAL GUARANTEE

PERSONAL GUARANTEE

This Personal Guarantee is made effective as of the _____ day of _____, 200____, by Richard Gustafson, Russell Haley and Vince Hoenigman (collectively, the "Guarantor"), in favor of OFFICE DISTRICT PARKING I, INC. ("ODP"), and its successors and assigns.

A. CityMark Development LLC (the "Developer") has promised to pay ODP the principal sum of Three Million One Hundred Ninety-Six Thousand Two Hundred Dollars ($3,196,200.00) (the "Loan") for the purpose of purchasing a certain real property located in Clark County, Nevada (the "Real Property"), and more specifically described in the Disposition and Development Agreement dated _____, 2004, (the "Disposition and Development Agreement") between ODP and Developer.

B. The above principal sum will be evidenced by a Promissory Note (the "Note) secured by a deed of trust ("Deed of Trust") pursuant to the Disposition and Development Agreement. The Note, Deed of Trust, this Guarantee, and any other instrument or document executed and delivered to, or for the benefit of ODP in connection with the Loan are hereinafter referred to collectively as the "Loan Documents."

C. The Note shall result in a substantial benefit to Guarantor.

D. ODP has made or agreed to accept the Note upon the inducement and representation that Guarantor would guarantee Developer's obligations to ODP under the Loan Documents and/or arising in connection with the Note, as provided herein.

NOW THEREFORE, in consideration of and in order to induce ODP to accept the Note, Guarantor hereby agrees for the benefit of ODP, its successors, and assigns, as follows:

AGREEMENT

1. Indebtedness Guaranteed. Guarantor hereby unconditionally guarantees the payment, when due, of the indebtedness of the Developer to ODP or its order evidenced by the Note or any other Loan Document and to perform any and all obligations of Developer under the terms of any Loan Document. Guarantor acknowledges that, as a result of interest and costs of collection, the amount of the indebtedness guaranteed may exceed the principal amount of the Note.

2. Representations and Warranties. Each Guarantor hereby represents and warrants that such Guarantor has a financial interest in the Developer, that the Note accepted by ODP and by the Developer enhances that financial interest, that this Guarantee is given in consideration of ODP accepting the Note by the Developer, and that such Guarantor has examined or has had the full opportunity to examine each of the Loan Documents.

3. Alteration of Obligations. In such manner, upon such terms and at such times as ODP and Developer deem best, but upon notice to Guarantor, ODP and Developer may alter, compromise, accelerate, extend, renew or change the time or manner for the payment of any indebtedness or the performance of any obligation hereby guaranteed, increase or reduce the rate of interest on the Note, release Developer, by acceptance of any deed in lieu of foreclosure or otherwise, as to all or any of the portion of the obligations hereby guaranteed, release, substitute or add any one or more guarantors or endorsers, accept additional or substituted security therefore, or release or subordinate any security furnished by Guarantor or give Guarantor any recourse against ODP. To the extent permitted by law, if ODP has exculpated Developer from personal liability in whole or in part and/or agreed to look solely to the Real Property covered by the Deed of Trust for the satisfaction of Developer's obligations of Guarantor hereunder, since Guarantor acknowledges that is obligations hereunder are independent of the obligations of Developer and are to be construed as if no such exculpation or agreement had been given to Developer by ODP.

Guarantor further acknowledges that if any such exculpation or agreement has been given to Developer, ODP has done so in reliance upon the covenants of Guarantor contained herein.

4. Waiver. To the extent permitted by law, Guarantor hereby waives and relinquishes all rights and remedies afforded by applicable law to guarantors and agrees not to assert or take advantage of any such rights or remedies, including, without limitation, (i) any right provided by NRS 40.430 or any other statute or decision, to require ODP to proceed against Developer or any other person or to proceed against or exhaust any security held by ODP at any time or to pursue any other remedy in ODP's power before proceeding against Guarantor; (ii) the defense of the statute of limitations in any action hereunder or in any action for the collection of any indebtedness or the performance of any obligation hereby guaranteed; (iii) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of ODP to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any person or persons; (iv) demand, protest and notice of any kind, including, without limitation, notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of the Developer, ODP, any endorser or creditor of Developer or Guarantor or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness held by ODP as collateral or in connection with any indebtedness hereby guaranteed; (v) all rights and defenses arising out of an election or remedies by ODP, even though election of remedies such as nonjudicial foreclosure with respect to security of any reimbursement against the principal by operation of applicable law; (vi) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (vii) any duty on the part of ODP to disclose to Guarantor any facts ODP may now or hereafter know about Developer, regardless of whether ODP has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reasons to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, since Guarantor acknowledges that it is fully responsible for being and keeping informed of the financial condition of the Developer and of all circumstances bearing on the risk of nonpayment of any indebtedness hereby guaranteed; (viii) any defense arising because of the ODP's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111 (b)(2) of the Federal Bankruptcy Code; (ix) any defense based on borrowing or grant of a security interest under Section 364 of the Federal Bankruptcy Code and

(x) any claim, right or remedy which any Guarantor may now have or hereafter acquire against Developer that arises hereunder and/or from the performance by any Guarantor hereunder, including, without limitation, any claim, right or remedy of ODP against Developer or any security which ODP now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

5. Subordination. To the extent permitted by law and effective upon a default or breach under the Note, all existing and future indebtedness of Developer to Guarantor and the right of Guarantor to withdraw any capital invested by Guarantor in Developer is hereby subordinated to all indebtedness hereby guaranteed, and without the prior written consent of ODP, such subordinated indebtedness or capital shall not be paid or withdrawn in whole or in part nor will Guarantor accept any payment of, or on account of any such indebtedness or as a withdrawal of capital while this Guaranty is in effect. At ODP's request following a default or breach under the Note, Guarantor shall cause Developer to pay to ODP all or any part of such subordinated indebtedness and any capital which Guarantor is entitled to withdraw. Each such payment by Developer in violation of this Guarantee shall be received by Guarantor in trust for ODP, and Guarantor shall cause the same to be paid to ODP immediately upon demand by ODP on account of the indebtedness to ODP guaranteed hereunder. No such payment shall reduce or affect in any manner the liability of Guarantor under this Guarantee.

6. Bankruptcy. So long as any indebtedness shall be owing to ODP, Guarantor shall not, without the prior written consent of ODP, commence, or join with any other person in commencing, any bankruptcy, reorganization, or insolvency proceeding against Developer. The obligations of Guarantor under this Guarantee shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Developer, or by any defense which Developer may have by reason of any order, decree or decision or any court or administrative body resulting from any such proceeding.

7. Claims in Bankruptcy. At ODP's request following a default or breach under the Note, Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Developer relating to any indebtedness of Developer to Guarantor and will assign ODP all rights of Guarantor thereunder. If Guarantor does not file any such claim, ODP, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor, or, at ODP's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of the ODP's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. ODP or its nominee shall have the sole right to accept or reject any plan proposed in such proceeding and to take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to ODP the amount payable on such claim, and to the full extent necessary for that purpose, Guarantor hereby assigns to ODP all of Guarantor's rights to any such payments or distributions to which Guarantor would be otherwise entitled; provided, however, that Guarantor's obligations hereunder shall not be deemed satisfied except to the extent that ODP receives cash by reason of any such payment or distribution. If ODP receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guarantee. If at any time the holder of the Note is required to refund to Developer any payments made by Developer under the Note because such payments have been held by a bankruptcy court having jurisdiction over Developer to constitute a preference under any bankruptcy, insolvency or similar law then in effect, or for

any other reason, then in addition to Guarantor's other obligation under this Guarantee, Guarantor shall reimburse the holder in the aggregate amount of such refund payments.

8. Interest and Costs. If Developer and Guarantor fails to pay all or any portion of the indebtedness hereby guaranteed upon demand by ODP, the amount of such indebtedness shall thereafter bear interest at the rate then applicable under the Note. Guarantor shall also pay ODP's reasonable attorneys' fees and all costs and other expenses which ODP expends or incurs in collecting or compromising any such indebtedness or in enforcing this Guarantee against Guarantor, whether or not suit is filed, including, without limitation, all such fees, costs and expenses incurred in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Guarantor which in any way affect the exercise by ODP of its rights and remedies hereunder.

9. Cumulative Rights. The amount of Guarantor's liability and all rights, powers and remedies of ODP hereunder and under any other agreement now or at any time hereafter in force between ODP and Guarantor, including, without limitation, any other guarantee executed by Guarantor relating to any indebtedness of Developer to ODP, shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to ODP by law. This Guarantee is in addition to and exclusive of the guarantee of any other guarantor of any indebtedness of Developer to ODP.

10. Independent Obligations. The obligations of Guarantor hereunder are independent of the obligations of Developer and, to the extent permitted by law, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not Developer is joined therein or a separate action or actions are brought against Developer. ODP may maintain successive actions for other defaults. ODP's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all indebtedness and obligations, the payment and performance of which are hereby guaranteed, have been paid and fully performed.

11. Severability. Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions hereof shall nevertheless remain in full force and effect.

12. Successors and Assigns. This Guarantee shall inure to the benefit of ODP, its successors and assigns, including the assignees of any indebtedness hereby guaranteed, and shall bind the heirs, executors, administrators, personal representatives, successors and assigns of Guarantor. This Guarantee may be assigned by ODP with respect to all or any portion of the indebtedness hereby guaranteed, and when so assigned, Guarantor shall be liable to the assignees under this Guarantee without in any manner affecting the liability of Guarantor hereunder with respect to any indebtedness retained by ODP.

13. Notices. Whenever Guarantor or ODP shall desire to give or serve any notice, demand, request or other communication with respect to this Guarantee, each such notice shall be in writing and shall be effective only if the same is delivered by personal service, by telefax or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To ODP: Office District Parking I, Inc.
400 Stewart Avenue
Las Vegas, NV 89101
Attention: Douglas A. Selby, President

To Guarantor: CityMark Development LLC
701 B Street, Suite 1100
San Diego, CA 92101
Attention: Richard Gustafson, President

Any such notice delivered personally shall be deemed to have been received upon delivery. Any such notice sent by telefax shall be presumed to have been received by the addressee when sent, if sent during normal business hours, otherwise the next business day; any such notice sent by nationally recognized overnight courier shall have presumed to have been received by the addressee one (1) business day after its acceptance for sending by an authorized carrier thereof. Any such notice sent by mail shall be presumed to have been received by the addressee three (3) business days after posting in the United States mail. Any party to whom any such notice is to be sent hereunder may change its address by giving the other such parties written notice of its new address as herein provided.

14. Application of Payments or Recoveries. With or without notice to Guarantor, ODP, in ODP's sole discretion and at any time and from time to time and in such manner and upon such terms as ODP deems fit, may (i) apply any or all payments or recoveries from Developer or from any other guarantor or endorser under any other instrument or realized from any security, in such manner and order of priority as ODP may determine, to any indebtedness of Developer to ODP, whether or not such indebtedness is guaranteed hereby or is otherwise secured or is due at the time of such application and (ii) refund to Developer any payment received by ODP upon any indebtedness hereby guaranteed and payment of the amount refunded shall be fully guaranteed hereby.

15. Financial Statements. Guarantor hereby represents and warrants that the most recent financial statements of Developer heretofore delivered to ODP are true and correct in all material respects, have been prepared in accordance with Statements and Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants consistently applied and fairly present the financial condition of Developer as of the respective dates thereof and for the period(s) covered thereby, and no material adverse change has occurred in the financial condition or prospects of Developer since the respective dates thereof.

16. Rights and Remedies. Guarantor understands that the exercise by ODP of certain rights and remedies contained in the Deed of Trust may affect or eliminate Guarantor's right of subrogation against Developer and that Guarantor may therefore incur partially or totally non-reimbursable liability hereunder. Nevertheless, to the extent permitted by law, Guarantor hereby authorizes and empowers ODP, its successors, endorsees and/or assigns, to exercise in its or their sole discretion, any rights and remedies, or any combination thereof, which then may be available, it being the purpose and intent of Guarantor that the obligations hereunder shall be absolute, independent and unconditional under any and all circumstances.

17. Setoff. ODP shall have a right of setoff against all monies, securities and other property of Guarantor now or hereafter in the possession of, or on deposit with, ODP, whether held in a general or special account or deposit, or for safekeeping or otherwise. Such right is in addition to any right of setoff ODP may have by law. All rights of setoff may be exercised without notice or demand to Guarantor. No right of setoff shall be deemed to have been waived by any act or conduct on the part of ODP, or by any neglect to exercise such right of setoff, or by any delay in doing so. Every right of setoff shall continue in full force and effect until specifically waived or released by an instrument in writing executed by ODP.

18. Miscellaneous.

a. This Guarantee shall be governed by and construed in accordance with the laws of the State of Nevada. Guarantor hereby consents to the jurisdiction of any competent court within the State of Nevada and consents to service of process by any means authorized by Nevada law in any action brought under or arising out of this Guarantee.

b. Except as provided in any other written agreement now or at any time hereafter in force between ODP and Guarantor, this Guarantee shall constitute the entire agreement of Guarantor with ODP with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon ODP unless expressed herein.

c. The obligations of all persons signing this Guarantee as Guarantor shall be joint and several.

d. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

e. No provision of this Guarantee or right granted to ODP hereunder can be waived in whole or in part nor can Guarantor be released from Guarantor's obligations hereunder except by a writing duly executed by an authorized officer of ODP.

f. Until all indebtedness of Developer to ODP has been paid in full, Guarantor shall have no right of subrogation and hereby waives any right to enforce any remedy which ODP now has or may hereafter have against Developer and any benefit of, and any right to participate in, any security now or hereafter held by ODP.

g. ODP need not inquire into the power of Developer or the authority or its partners, officers or agents acting or purporting to act on its behalf.

h. The headings of this Guarantee are inserted for convenience only and shall have no effect upon the construction or interpretation hereof.

Executed as of the date first above written.

_____

Richard Gustafson, "Guarantor"

_____

Russell Haley, "Guarantor"

_____

Vince Hoenigman, "Guarantor"

EXHIBIT "L"

FORM OF CERTIFICATE OF COMPLETION

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

CityMark Development LLC

701 B Street, Suite 1100

San Diego, CA 92101

Attn: Richard Gustafson, President

CERTIFICATE OF COMPLETION

WHEREAS, pursuant to the Disposition and Development Agreement (DDA) dated _____, 2004, Office District Parking I, Inc., a Nevada not-for-profit corporation (ODP), conveyed to CityMark Development LLC, a California limited liability company (the "Developer"), certain real property for the development of an urban density (for-sale at market rate) residential loft and mixed-use retail/commercial project in the City of Las Vegas, Nevada, described on Attachment "A", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said DDA, ODP shall furnish the Developer with a Certificate of Completion upon substantial completion of all construction and development upon the Site, required of Developer under the DDA, which certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction and development on the Site required by the DDA; and

WHEREAS, ODP remains the owner and holder of the "ODP" interests under the DDA and has not previously assigned, encumbered, hypothecated or otherwise transferred its interest under the DDA.

Now, therefore:

1. The Developer hereby certifies to ODP that all construction on the Site has been completed in compliance with the DDA, including without limitation, the issuance of a certificate of occupancy for the core and shell of the project.

2. ODP agrees and does hereby certify that the construction and development on the Site have been fully and satisfactorily performed and completed as required by the DDA.

3. This certificate shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns, and may be relied upon by any person hereafter acquiring any right, title or interest in or to the Site as conclusive.

IN WITNESS WHEREOF, ODP has executed this Certificate this _____ day of _____, 200__.

Office District Parking I, Inc.

By: _____

Its: _____

"ODP"

ATTEST:

By: _____

Its: _____

APPROVED AS TO FORM:

_____

CITYMARK DEVELOPMENT LLC, a California limited liability company

By: _____

Its: _____

"Developer"

Acknowledgments

This instrument was acknowledged before me, a notary public, on this ___ day of _____, _____, by _____, as _____ of Office District Parking I, Inc.

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

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on this ___ day of _____, _____, by _____, as _____ of CityMark Development LLC, a California Limited Liability Company.

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

STATE OF _____)
) ss.
COUNTY OF _____)

Attachment "A"

SITE DEPICTION

FORM 1: DISCLOSURE OF PRINCIPALS

The principals and partners of ***CityMark Development LLC*** and all persons and entities holding more than 1% (one percent) interest in ***CityMark Development LLC*** Or any principal of ***CityMark Development LLC*** are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	Richard Gustafson	701 B Street, Ste. 1100 San Diego	619-231-1161
2.	Russell Haley	701 B Street, Ste. 1100 San Diego	619-231-1161
3.	Vince Hoenigman	701 B Street, Ste. 1100 San Diego	619-231-1161
4.			
5.			
6.			
7.			
8.			
9.			
10.			

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

By: _____

Its: V.P.

Subscribed and sworn to before me this 5th day of October, 2004

_____
Notary Public

SUSAN L. TRIMINGHAM
Commission # 1295612
Notary Public - California
San Diego County
My Comm. Expires Mar 26, 2005


Attachment 6
Subject Parcels
BONNEVILLE AVE
THIRD ST
FOURTH ST
PARKING
OFF.
OFFICE BUILDING
SHOPS
MOTEL

Site Map

PERSONAL GUARANTEE

This Personal Guarantee is made effective as of the 19th day of June, 2006, by Richard Gustafson, Russell Haley and Vince Hoenigman (collectively, the "Guarantor"), in favor of OFFICE DISTRICT PARKING I, INC. ("ODP"), and its successors and assigns.

A. CityMark Juhl LLC (the "Developer") has promised to pay ODP the principal sum of Three Million One Hundred Ninety-Six Thousand Two Hundred Dollars ($3,196,200.00) (the "Loan") for the purpose of purchasing a certain real property located in Clark County, Nevada (the "Real Property"), and more specifically described in the Disposition and Development Agreement dated October 20, 2004, (as amended to date, the "Disposition and Development Agreement") between ODP and Developer.

B. The above principal sum will be evidenced by a Promissory Note (the "Note") secured by a deed of trust ("Deed of Trust") pursuant to the Disposition and Development Agreement. The Note, Deed of Trust, this Guarantee, and any other instrument or document executed and delivered to, or for the benefit of ODP in connection with the Loan are hereinafter referred to collectively as the "Loan Documents."

C. The Loan shall result in a substantial benefit to Guarantor.

D. Developer has requested that ODP subordinate the Deed of Trust (the "Subordination") to one or more Project Loans (as defined in the Disposition and Development Agreement).

E. In accordance with the Disposition and Development Agreement, ODP has made or agreed to permit the Subordination upon the inducement and representation that Guarantor guarantee Developer's obligations to ODP under the Loan Documents and/or arising in connection with the Note, as provided herein.

NOW THEREFORE, in consideration of and in order to induce ODP to accept the Note, Guarantor hereby agrees for the benefit of ODP, its successors, and assigns, as follows:

AGREEMENT

1. Indebtedness Guaranteed. Guarantor hereby unconditionally guarantees the payment, when due, of the indebtedness of the Developer to ODP or its order evidenced by the Note or any other Loan Document and to perform any and all obligations of Developer under the terms of any Loan Document. Guarantor acknowledges that, as a result of interest and costs of collection, the amount of the indebtedness guaranteed may exceed the principal amount of the Note.

2. Representations and Warranties. Each Guarantor hereby represents and warrants that such Guarantor has a financial interest in the Developer, that the Note accepted by ODP and by the Developer enhances that financial interest, that this Guarantee is given in consideration of

ODP accepting the Note by the Developer, and that such Guarantor has examined or has had the full opportunity to examine each of the Loan Documents.

3. Alteration of Obligations. In such manner, upon such terms and at such times as ODP and Developer deem best, but upon notice to Guarantor, ODP and Developer may alter, compromise, accelerate, extend, renew or change the time or manner for the payment of any indebtedness or the performance of any obligation hereby guaranteed, increase or reduce the rate of interest on the Note, release Developer, by acceptance of any deed in lieu of foreclosure or otherwise, as to all or any of the portion of the obligations hereby guaranteed, release, substitute or add any one or more guarantors or endorsers, accept additional or substituted security therefore, or release or subordinate any security furnished by Guarantor or give Guarantor any recourse against ODP. To the extent permitted by law, if ODP has exculpated Developer from personal liability in whole or in part and/or agreed to look solely to the Real Property covered by the Deed of Trust for the satisfaction of Developer's obligations of Guarantor hereunder, since Guarantor acknowledges that is obligations hereunder are independent of the obligations of Developer and are to be construed as if no such exculpation or agreement had been given to Developer by ODP.

Guarantor further acknowledges that if any such exculpation or agreement has been given to Developer, ODP has done so in reliance upon the covenants of Guarantor contained herein.

4. Waiver. To the extent permitted by law, Guarantor hereby waives and relinquishes all rights and remedies afforded by applicable law to guarantors and agrees not to assert or take advantage of any such rights or remedies, including, without limitation, (i) any right provided by NRS 40.430 or any other statute or decision, to require ODP to proceed against Developer or any other person or to proceed against or exhaust any security held by ODP at any time or to pursue any other remedy in ODP's power before proceeding against Guarantor; (ii) the defense of the statute of limitations in any action hereunder or in any action for the collection of any indebtedness or the performance of any obligation hereby guaranteed; (iii) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of ODP to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any person or persons; (iv) demand, protest and notice of any kind, including, without limitation, notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of the Developer, ODP, any endorser or creditor of Developer or Guarantor or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness held by ODP as collateral or in connection with any indebtedness hereby guaranteed; (v) all rights and defenses arising out of an election or remedies by ODP, even though election of remedies such as nonjudicial foreclosure with respect to security of any reimbursement against the principal by operation of applicable law; (vi) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (vii) any duty on the part of ODP to disclose to Guarantor any facts ODP may now or hereafter know about Developer, regardless of whether ODP has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reasons to believe that

such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, since Guarantor acknowledges that it is fully responsible for being and keeping informed of the financial condition of the Developer and of all circumstances bearing on the risk of nonpayment of any indebtedness hereby guaranteed; (viii) any defense arising because of the ODP's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111 (b)(2) of the Federal Bankruptcy Code; (ix) any defense based on borrowing or grant of a security interest under Section 364 of the Federal Bankruptcy Code and (x) any claim, right or remedy which any Guarantor may now have or hereafter acquire against Developer that arises hereunder and/or from the performance by any Guarantor hereunder, including, without limitation, any claim, right or remedy of ODP against Developer or any security which ODP now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

5. Subordination. To the extent permitted by law and effective upon a default or breach under the Note, all existing and future indebtedness of Developer to Guarantor and the right of Guarantor to withdraw any capital invested by Guarantor in Developer is hereby subordinated to all indebtedness hereby guaranteed, and without the prior written consent of ODP, such subordinated indebtedness or capital shall not be paid or withdrawn in whole or in part nor will Guarantor accept any payment of, or on account of any such indebtedness or as a withdrawal of capital while this Guaranty is in effect. At ODP's request following a default or breach under the Note, Guarantor shall cause Developer to pay to ODP all or any part of such subordinated indebtedness and any capital which Guarantor is entitled to withdraw. Each such payment by Developer in violation of this Guarantee shall be received by Guarantor in trust for ODP, and Guarantor shall cause the same to be paid to ODP immediately upon demand by ODP on account of the indebtedness to ODP guaranteed hereunder. No such payment shall reduce or affect in any manner the liability of Guarantor under this Guarantee.

6. Bankruptcy. So long as any indebtedness shall be owing to ODP, Guarantor shall not, without the prior written consent of ODP, commence, or join with any other person in commencing, any bankruptcy, reorganization, or insolvency proceeding against Developer. The obligations of Guarantor under this Guarantee shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Developer, or by any defense which Developer may have by reason of any order, decree or decision or any court or administrative body resulting from any such proceeding.

7. Claims in Bankruptcy. At ODP's request following a default or breach under the Note, Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Developer relating to any indebtedness of Developer to Guarantor and will assign ODP all rights of Guarantor thereunder. If Guarantor does not file any such claim, ODP, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor, or, at ODP's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of the ODP's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. ODP or its nominee shall have the sole right to accept or reject any plan proposed in such proceeding and to

take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to ODP the amount payable on such claim, and to the full extent necessary for that purpose, Guarantor hereby assigns to ODP all of Guarantor's rights to any such payments or distributions to which Guarantor would be otherwise entitled; provided, however, that Guarantor's obligations hereunder shall not be deemed satisfied except to the extent that ODP receives cash by reason of any such payment or distribution. If ODP receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guarantee. If at any time the holder of the Note is required to refund to Developer any payments made by Developer under the Note because such payments have been held by a bankruptcy court having jurisdiction over Developer to constitute a preference under any bankruptcy, insolvency or similar law then in effect, or for any other reason, then in addition to Guarantor's other obligation under this Guarantee, Guarantor shall reimburse the holder in the aggregate amount of such refund payments.

8. Interest and Costs. If Developer and Guarantor fails to pay all or any portion of the indebtedness hereby guaranteed upon demand by ODP, the amount of such indebtedness shall thereafter bear interest at the rate then applicable under the Note. Guarantor shall also pay ODP's reasonable attorneys' fees and all costs and other expenses which ODP expends or incurs in collecting or compromising any such indebtedness or in enforcing this Guarantee against Guarantor, whether or not suit is filed, including, without limitation, all such fees, costs and expenses incurred in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Guarantor which in any way affect the exercise by ODP of its rights and remedies hereunder.

9. Cumulative Rights. The amount of Guarantor's liability and all rights, powers and remedies of ODP hereunder and under any other agreement now or at any time hereafter in force between ODP and Guarantor, including, without limitation, any other guarantee executed by Guarantor relating to any indebtedness of Developer to ODP, shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to ODP by law. This Guarantee is in addition to and exclusive of the guarantee of any other guarantor of any indebtedness of Developer to ODP.

10. Independent Obligations. The obligations of Guarantor hereunder are independent of the obligations of Developer and, to the extent permitted by law, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not Developer is joined therein or a separate action or actions are brought against Developer. ODP may maintain successive actions for other defaults. ODP's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all indebtedness and obligations, the payment and performance of which are hereby guaranteed, have been paid and fully performed.

11. Severability. Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions hereof shall nevertheless remain in full force and effect.

12. Successors and Assigns. This Guarantee shall inure to the benefit of ODP, its successors and assigns, including the assignees of any indebtedness hereby guaranteed, and shall bind the heirs, executors, administrators, personal representatives, successors and assigns of Guarantor. This Guarantee may be assigned by ODP with respect to all or any portion of the indebtedness hereby guaranteed, and when so assigned, Guarantor shall be liable to the assignees under this Guarantee without in any manner affecting the liability of Guarantor hereunder with respect to any indebtedness retained by ODP.

13. Notices. Whenever Guarantor or ODP shall desire to give or serve any notice, demand, request or other communication with respect to this Guarantee, each such notice shall be in writing and shall be effective only if the same is delivered by personal service, by telefax or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To ODP: Office District Parking I, Inc.
400 Stewart Avenue
Las Vegas, NV 89101
Attention: Douglas A. Selby, President

To Guarantor: CityMark Juhl LLC
701 B Street, Suite 1100
San Diego, CA 92101
Attention: Richard Gustafson, President

Any such notice delivered personally shall be deemed to have been received upon delivery. Any such notice sent by telefax shall be presumed to have been received by the addressee when sent, if sent during normal business hours, otherwise the next business day; any such notice sent by nationally recognized overnight courier shall have presumed to have been received by the addressee one (1) business day after its acceptance for sending by an authorized carrier thereof. Any such notice sent by mail shall be presumed to have been received by the addressee three (3) business days after posting in the United States mail. Any party to whom any such notice is to be sent hereunder may change its address by giving the other such parties written notice of its new address as herein provided.

14. Application of Payments or Recoveries. With or without notice to Guarantor, ODP, in ODP's sole discretion and at any time and from time to time and in such manner and upon such terms as ODP deems fit, may (i) apply any or all payments or recoveries from Developer or from any other guarantor or endorser under any other instrument or realized from any security, in such manner and order of priority as ODP may determine, to any indebtedness of Developer to ODP, whether or not such indebtedness is guaranteed hereby or is otherwise secured or is due at the time of such application and (ii) refund to Developer any payment received by ODP upon any indebtedness hereby guaranteed and payment of the amount refunded shall be fully guaranteed hereby.

15. Financial Statements. Guarantor hereby represents and warrants that the most recent financial statements of Developer heretofore delivered to ODP are true and correct in all material respects, have been prepared in accordance with Statements and Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants consistently applied and fairly present the financial condition of Developer as of the respective dates thereof and for the period(s) covered thereby, and no material adverse change has occurred in the financial condition or prospects of Developer since the respective dates thereof.

16. Rights and Remedies. Guarantor understands that the exercise by ODP of certain rights and remedies contained in the Deed of Trust may affect or eliminate Guarantor's right of subrogation against Developer and that Guarantor may therefore incur partially or totally non-reimbursable liability hereunder. Nevertheless, to the extent permitted by law, Guarantor hereby authorizes and empowers ODP, its successors, endorsees and/or assigns, to exercise in its or their sole discretion, any rights and remedies, or any combination thereof, which then may be available, it being the purpose and intent of Guarantor that the obligations hereunder shall be absolute, independent and unconditional under any and all circumstances.

17. Setoff. ODP shall have a right of setoff against all monies, securities and other property of Guarantor now or hereafter in the possession of, or on deposit with, ODP, whether held in a general or special account or deposit, or for safekeeping or otherwise. Such right is in addition to any right of setoff ODP may have by law. All rights of setoff may be exercised without notice or demand to Guarantor. No right of setoff shall be deemed to have been waived by any act or conduct on the part of ODP, or by any neglect to exercise such right of setoff, or by any delay in doing so. Every right of setoff shall continue in full force and effect until specifically waived or released by an instrument in writing executed by ODP.

18. Miscellaneous.

a. This Guarantee shall be governed by and construed in accordance with the laws of the State of Nevada. Guarantor hereby consents to the jurisdiction of any competent court within the State of Nevada and consents to service of process by any means authorized by Nevada law in any action brought under or arising out of this Guarantee.

b. Except as provided in any other written agreement now or at any time hereafter in force between ODP and Guarantor, this Guarantee shall constitute the entire agreement of Guarantor with ODP with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon ODP unless expressed herein.

c. The obligations of all persons signing this Guarantee as Guarantor shall be joint and several.

d. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include

the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

e. No provision of this Guarantee or right granted to ODP hereunder can be waived in whole or in part nor can Guarantor be released from Guarantor's obligations hereunder except by a writing duly executed by an authorized officer of ODP.

f. Until all indebtedness of Developer to ODP has been paid in full, Guarantor shall have no right of subrogation and hereby waives any right to enforce any remedy which ODP now has or may hereafter have against Developer and any benefit of, and any right to participate in, any security now or hereafter held by ODP.

g. ODP need not inquire into the power of Developer or the authority or its partners, officers or agents acting or purporting to act on its behalf.

h. The headings of this Guarantee are inserted for convenience only and shall have no effect upon the construction or interpretation hereof.

Executed as of the date first above written.

GUARANTOR

Richard Gustafson

Russell Haley

Vince Hoenigman

PERSONAL GUARANTEE

This Personal Guarantee is made effective as of the 19th day of June, 2006, by Richard Gustafson, Russell Haley and Vince Hoenigman (collectively, the "Guarantor"), in favor of OFFICE DISTRICT PARKING I, INC. ("ODP"), and its successors and assigns.

A. CityMark Juhl LLC (the "Developer") has promised to pay ODP the principal sum of Three Million One Hundred Ninety-Six Thousand Two Hundred Dollars ($3,196,200.00) (the "Loan") for the purpose of purchasing a certain real property located in Clark County, Nevada (the "Real Property"), and more specifically described in the Disposition and Development Agreement dated October 20, 2004, (as amended to date, the "Disposition and Development Agreement") between ODP and Developer.

B. The above principal sum will be evidenced by a Promissory Note (the "Note") secured by a deed of trust ("Deed of Trust") pursuant to the Disposition and Development Agreement. The Note, Deed of Trust, this Guarantee, and any other instrument or document executed and delivered to, or for the benefit of ODP in connection with the Loan are hereinafter referred to collectively as the "Loan Documents."

C. The Loan shall result in a substantial benefit to Guarantor.

D. Developer has requested that ODP subordinate the Deed of Trust (the "Subordination") to one or more Project Loans (as defined in the Disposition and Development Agreement).

E. In accordance with the Disposition and Development Agreement, ODP has made or agreed to permit the Subordination upon the inducement and representation that Guarantor guarantee Developer's obligations to ODP under the Loan Documents and/or arising in connection with the Note, as provided herein.

NOW THEREFORE, in consideration of and in order to induce ODP to accept the Note, Guarantor hereby agrees for the benefit of ODP, its successors, and assigns, as follows:

AGREEMENT

1. Indebtedness Guaranteed. Guarantor hereby unconditionally guarantees the payment, when due, of the indebtedness of the Developer to ODP or its order evidenced by the Note or any other Loan Document and to perform any and all obligations of Developer under the terms of any Loan Document. Guarantor acknowledges that, as a result of interest and costs of collection, the amount of the indebtedness guaranteed may exceed the principal amount of the Note.

2. Representations and Warranties. Each Guarantor hereby represents and warrants that such Guarantor has a financial interest in the Developer, that the Note accepted by ODP and by the Developer enhances that financial interest, that this Guarantee is given in consideration of

ODP accepting the Note by the Developer, and that such Guarantor has examined or has had the full opportunity to examine each of the Loan Documents.

3. Alteration of Obligations. In such manner, upon such terms and at such times as ODP and Developer deem best, but upon notice to Guarantor, ODP and Developer may alter, compromise, accelerate, extend, renew or change the time or manner for the payment of any indebtedness or the performance of any obligation hereby guaranteed, increase or reduce the rate of interest on the Note, release Developer, by acceptance of any deed in lieu of foreclosure or otherwise, as to all or any of the portion of the obligations hereby guaranteed, release, substitute or add any one or more guarantors or endorsers, accept additional or substituted security therefore, or release or subordinate any security furnished by Guarantor or give Guarantor any recourse against ODP. To the extent permitted by law, if ODP has exculpated Developer from personal liability in whole or in part and/or agreed to look solely to the Real Property covered by the Deed of Trust for the satisfaction of Developer's obligations of Guarantor hereunder, since Guarantor acknowledges that is obligations hereunder are independent of the obligations of Developer and are to be construed as if no such exculpation or agreement had been given to Developer by ODP.

Guarantor further acknowledges that if any such exculpation or agreement has been given to Developer, ODP has done so in reliance upon the covenants of Guarantor contained herein.

4. Waiver. To the extent permitted by law, Guarantor hereby waives and relinquishes all rights and remedies afforded by applicable law to guarantors and agrees not to assert or take advantage of any such rights or remedies, including, without limitation, (i) any right provided by NRS 40.430 or any other statute or decision, to require ODP to proceed against Developer or any other person or to proceed against or exhaust any security held by ODP at any time or to pursue any other remedy in ODP's power before proceeding against Guarantor; (ii) the defense of the statute of limitations in any action hereunder or in any action for the collection of any indebtedness or the performance of any obligation hereby guaranteed; (iii) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of ODP to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any person or persons; (iv) demand, protest and notice of any kind, including, without limitation, notice of the existence, creation or incurring of any new or additional indebtedness or obligation or of any action or non-action on the part of the Developer, ODP, any endorser or creditor of Developer or Guarantor or on the part of any other person whomsoever under this or any other instrument in connection with any obligation or evidence of indebtedness held by ODP as collateral or in connection with any indebtedness hereby guaranteed; (v) all rights and defenses arising out of an election or remedies by ODP, even though election of remedies such as nonjudicial foreclosure with respect to security of any reimbursement against the principal by operation of applicable law; (vi) any defense based upon any statute or rule of law which provides that the obligation of a surety must be neither larger in amount nor in other respects more burdensome than that of the principal; (vii) any duty on the part of ODP to disclose to Guarantor any facts ODP may now or hereafter know about Developer, regardless of whether ODP has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reasons to believe that

such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor, since Guarantor acknowledges that it is fully responsible for being and keeping informed of the financial condition of the Developer and of all circumstances bearing on the risk of nonpayment of any indebtedness hereby guaranteed; (viii) any defense arising because of the ODP's election, in any proceeding instituted under the Federal Bankruptcy Code, of the application of Section 1111 (b)(2) of the Federal Bankruptcy Code; (ix) any defense based on borrowing or grant of a security interest under Section 364 of the Federal Bankruptcy Code and (x) any claim, right or remedy which any Guarantor may now have or hereafter acquire against Developer that arises hereunder and/or from the performance by any Guarantor hereunder, including, without limitation, any claim, right or remedy of ODP against Developer or any security which ODP now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise.

5. Subordination. To the extent permitted by law and effective upon a default or breach under the Note, all existing and future indebtedness of Developer to Guarantor and the right of Guarantor to withdraw any capital invested by Guarantor in Developer is hereby subordinated to all indebtedness hereby guaranteed, and without the prior written consent of ODP, such subordinated indebtedness or capital shall not be paid or withdrawn in whole or in part nor will Guarantor accept any payment of, or on account of any such indebtedness or as a withdrawal of capital while this Guaranty is in effect. At ODP's request following a default or breach under the Note, Guarantor shall cause Developer to pay to ODP all or any part of such subordinated indebtedness and any capital which Guarantor is entitled to withdraw. Each such payment by Developer in violation of this Guarantee shall be received by Guarantor in trust for ODP, and Guarantor shall cause the same to be paid to ODP immediately upon demand by ODP on account of the indebtedness to ODP guaranteed hereunder. No such payment shall reduce or affect in any manner the liability of Guarantor under this Guarantee.

6. Bankruptcy. So long as any indebtedness shall be owing to ODP, Guarantor shall not, without the prior written consent of ODP, commence, or join with any other person in commencing, any bankruptcy, reorganization, or insolvency proceeding against Developer. The obligations of Guarantor under this Guarantee shall not be altered, limited or affected by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Developer, or by any defense which Developer may have by reason of any order, decree or decision or any court or administrative body resulting from any such proceeding.

7. Claims in Bankruptcy. At ODP's request following a default or breach under the Note, Guarantor shall file in any bankruptcy or other proceeding in which the filing of claims is required or permitted by law all claims which Guarantor may have against Developer relating to any indebtedness of Developer to Guarantor and will assign ODP all rights of Guarantor thereunder. If Guarantor does not file any such claim, ODP, as attorney-in-fact for Guarantor, is hereby authorized to do so in the name of Guarantor, or, at ODP's discretion, to assign the claim to a nominee and to cause proof of claim to be filed in the name of the ODP's nominee. The foregoing power of attorney is coupled with an interest and cannot be revoked. ODP or its nominee shall have the sole right to accept or reject any plan proposed in such proceeding and to

take any other action which a party filing a claim is entitled to do. In all such cases, whether in administration, bankruptcy or otherwise, the person or persons authorized to pay such claim shall pay to ODP the amount payable on such claim, and to the full extent necessary for that purpose, Guarantor hereby assigns to ODP all of Guarantor's rights to any such payments or distributions to which Guarantor would be otherwise entitled; provided, however, that Guarantor's obligations hereunder shall not be deemed satisfied except to the extent that ODP receives cash by reason of any such payment or distribution. If ODP receives anything hereunder other than cash, the same shall be held as collateral for amounts due under this Guarantee. If at any time the holder of the Note is required to refund to Developer any payments made by Developer under the Note because such payments have been held by a bankruptcy court having jurisdiction over Developer to constitute a preference under any bankruptcy, insolvency or similar law then in effect, or for any other reason, then in addition to Guarantor's other obligation under this Guarantee, Guarantor shall reimburse the holder in the aggregate amount of such refund payments.

8. Interest and Costs. If Developer and Guarantor fails to pay all or any portion of the indebtedness hereby guaranteed upon demand by ODP, the amount of such indebtedness shall thereafter bear interest at the rate then applicable under the Note. Guarantor shall also pay ODP's reasonable attorneys' fees and all costs and other expenses which ODP expends or incurs in collecting or compromising any such indebtedness or in enforcing this Guarantee against Guarantor, whether or not suit is filed, including, without limitation, all such fees, costs and expenses incurred in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Guarantor which in any way affect the exercise by ODP of its rights and remedies hereunder.

9. Cumulative Rights. The amount of Guarantor's liability and all rights, powers and remedies of ODP hereunder and under any other agreement now or at any time hereafter in force between ODP and Guarantor, including, without limitation, any other guarantee executed by Guarantor relating to any indebtedness of Developer to ODP, shall be cumulative and not alternative and such rights, powers and remedies shall be in addition to all rights, powers and remedies given to ODP by law. This Guarantee is in addition to and exclusive of the guarantee of any other guarantor of any indebtedness of Developer to ODP.

10. Independent Obligations. The obligations of Guarantor hereunder are independent of the obligations of Developer and, to the extent permitted by law, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not Developer is joined therein or a separate action or actions are brought against Developer. ODP may maintain successive actions for other defaults. ODP's rights hereunder shall not be exhausted by its exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all indebtedness and obligations, the payment and performance of which are hereby guaranteed, have been paid and fully performed.

11. Severability. Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions hereof shall nevertheless remain in full force and effect.

12. Successors and Assigns. This Guarantee shall inure to the benefit of ODP, its successors and assigns, including the assignees of any indebtedness hereby guaranteed, and shall bind the heirs, executors, administrators, personal representatives, successors and assigns of Guarantor. This Guarantee may be assigned by ODP with respect to all or any portion of the indebtedness hereby guaranteed, and when so assigned, Guarantor shall be liable to the assignees under this Guarantee without in any manner affecting the liability of Guarantor hereunder with respect to any indebtedness retained by ODP.

13. Notices. Whenever Guarantor or ODP shall desire to give or serve any notice, demand, request or other communication with respect to this Guarantee, each such notice shall be in writing and shall be effective only if the same is delivered by personal service, by telefax or mailed by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To ODP: Office District Parking I, Inc.
400 Stewart Avenue
Las Vegas, NV 89101
Attention: Douglas A. Selby, President

To Guarantor: CityMark Juhl LLC
701 B Street, Suite 1100
San Diego, CA 92101
Attention: Richard Gustafson, President

Any such notice delivered personally shall be deemed to have been received upon delivery. Any such notice sent by telefax shall be presumed to have been received by the addressee when sent, if sent during normal business hours, otherwise the next business day; any such notice sent by nationally recognized overnight courier shall have presumed to have been received by the addressee one (1) business day after its acceptance for sending by an authorized carrier thereof. Any such notice sent by mail shall be presumed to have been received by the addressee three (3) business days after posting in the United States mail. Any party to whom any such notice is to be sent hereunder may change its address by giving the other such parties written notice of its new address as herein provided.

14. Application of Payments or Recoveries. With or without notice to Guarantor, ODP, in ODP's sole discretion and at any time and from time to time and in such manner and upon such terms as ODP deems fit, may (i) apply any or all payments or recoveries from Developer or from any other guarantor or endorser under any other instrument or realized from any security, in such manner and order of priority as ODP may determine, to any indebtedness of Developer to ODP, whether or not such indebtedness is guaranteed hereby or is otherwise secured or is due at the time of such application and (ii) refund to Developer any payment received by ODP upon any indebtedness hereby guaranteed and payment of the amount refunded shall be fully guaranteed hereby.

15. Financial Statements. Guarantor hereby represents and warrants that the most recent financial statements of Developer heretofore delivered to ODP are true and correct in all material respects, have been prepared in accordance with Statements and Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants consistently applied and fairly present the financial condition of Developer as of the respective dates thereof and for the period(s) covered thereby, and no material adverse change has occurred in the financial condition or prospects of Developer since the respective dates thereof.

16. Rights and Remedies. Guarantor understands that the exercise by ODP of certain rights and remedies contained in the Deed of Trust may affect or eliminate Guarantor's right of subrogation against Developer and that Guarantor may therefore incur partially or totally non-reimbursable liability hereunder. Nevertheless, to the extent permitted by law, Guarantor hereby authorizes and empowers ODP, its successors, endorsees and/or assigns, to exercise in its or their sole discretion, any rights and remedies, or any combination thereof, which then may be available, it being the purpose and intent of Guarantor that the obligations hereunder shall be absolute, independent and unconditional under any and all circumstances.

17. Setoff. ODP shall have a right of setoff against all monies, securities and other property of Guarantor now or hereafter in the possession of, or on deposit with, ODP, whether held in a general or special account or deposit, or for safekeeping or otherwise. Such right is in addition to any right of setoff ODP may have by law. All rights of setoff may be exercised without notice or demand to Guarantor. No right of setoff shall be deemed to have been waived by any act or conduct on the part of ODP, or by any neglect to exercise such right of setoff, or by any delay in doing so. Every right of setoff shall continue in full force and effect until specifically waived or released by an instrument in writing executed by ODP.

18. Miscellaneous.

a. This Guarantee shall be governed by and construed in accordance with the laws of the State of Nevada. Guarantor hereby consents to the jurisdiction of any competent court within the State of Nevada and consents to service of process by any means authorized by Nevada law in any action brought under or arising out of this Guarantee.

b. Except as provided in any other written agreement now or at any time hereafter in force between ODP and Guarantor, this Guarantee shall constitute the entire agreement of Guarantor with ODP with respect to the subject matter hereof, and no representation, understanding, promise or condition concerning the subject matter hereof shall be binding upon ODP unless expressed herein.

c. The obligations of all persons signing this Guarantee as Guarantor shall be joint and several.

d. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include

the feminine and neuter and vice versa. The word "person" as used herein shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever.

e. No provision of this Guarantee or right granted to ODP hereunder can be waived in whole or in part nor can Guarantor be released from Guarantor's obligations hereunder except by a writing duly executed by an authorized officer of ODP.

f. Until all indebtedness of Developer to ODP has been paid in full, Guarantor shall have no right of subrogation and hereby waives any right to enforce any remedy which ODP now has or may hereafter have against Developer and any benefit of, and any right to participate in, any security now or hereafter held by ODP.

g. ODP need not inquire into the power of Developer or the authority or its partners, officers or agents acting or purporting to act on its behalf.

h. The headings of this Guarantee are inserted for convenience only and shall have no effect upon the construction or interpretation hereof.

Executed as of the date first above written.

GUARANTOR

_____

Richard Gustafson

_____

Russell Haley

_____

Vince Hoenigman

City of Las Vegas

Agenda Item No. 66

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2004-65 - Amends the Supplemental Document to the NFPA 1, Uniform Fire Code, 2003 Edition, regarding the approval of traffic management or calming devices. Proposed by: David L. Washington, Chief, Department of Fire and Rescue

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The version of the NFPA 1, Uniform Fire Code, 2003 Edition, that recently was adopted by the City contains language that can be read to imply that the sole authority to approve certain traffic management devices (such as speed humps) rests with the Department of Fire and Rescue. This bill will establish the Fire Code requirements pertaining to these devices and clarify that Fire Code requirements are not the only requirements pertaining to these devices.

RECOMMENDATION:

ADOPTION at 10/20/2004 City Council meeting pursuant to 10/5/2004 Recommending Committee.

First Reading - 9/15/2004; First Publication - 10/8/2004

BACKUP DOCUMENTATION:

Bill No. 2004-65

MOTION:

MONCRIEF - Second Reading and BILL ADOPTED as recommended as Ordinance No. 5730 - UNANIMOUS with MACK not voting

Clerk to proceed with second publication

MINUTES:

There was no discussion.
(10:43 - 10:44)
2-323

BILL NO. 2004-65

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE SUPPLEMENTAL DOCUMENT TO THE NFPA 1, UNIFORM FIRE CODE, 2003 EDITION, REGARDING THE APPROVAL OF TRAFFIC MANAGEMENT OR CALMING DEVICES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: David L. Washington, Chief, Department of Fire and Rescue

Summary: Amends the Supplemental Document to the NFPA 1, Uniform Fire Code, 2003 Edition, regarding the approval of traffic management or calming devices.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The Supplemental Document to the NFPA 1, Uniform Fire Code, 2003 Edition, as adopted by Ordinance No. 5667, is hereby amended as set forth in Section 2 of this Ordinance.

SECTION 2: Section 18.2.3.1.4, as added to the City's Fire Code by the Supplemental Document, is deleted and a new Section 18.2.3.1.4 is added as follows:

18.2.3.1.4 Traffic Management or Calming Devices.

18.2.3.1.4.1 The installation and maintenance of traffic management or calming devices within the City is generally governed by City policies and procedures other than this Code. However, in addition and independent of those policies and procedures, the remaining provisions of this Section 18.2.3.1.4 shall apply.

18.2.3.1.4.2 Traffic management or calming devices shall not be permitted within the required width of:

(1) Fire apparatus access roads, including both public and private right of ways; or

(2) Primary and Secondary emergency response routes as identified by the Las Vegas Fire & Rescue.

18.2.3.1.4.3 The Las Vegas Fire & Rescue is authorized to require the removal from any private property of any existing traffic management or calming device that:

(1) Does not meet the applicable criteria of the City's Traffic Engineering Division; and

(2) Has been determined by the Las Vegas Fire & Rescue to unnecessarily hinder

emergency apparatus response.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2004.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Val Steed 9-1-04
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2004, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2004, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

City of Las Vegas

Agenda Item No. 67

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING:

Bill No. 2004-67 - Adjusts the ward boundaries of the City. Proposed by: Bradford R. Jerbic, City Attorney (NOTE: This item will not be heard before 4:00 p.m.)

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City Charter authorizes the City Council to adjust Council ward boundaries from time to time in order to address significant population imbalance among Council wards. This bill will adjust the ward boundaries in accordance with a redistricting proposal designed to restore population balance among Council wards.

RECOMMENDATION:

ADOPTION at 10/20/2004 City Council meeting as recommending.

First Reading - 9/15/2004; First Publication - 10/8/2004

BACKUP DOCUMENTATION:

Bill No. 2004-67

MOTION:

MACK - Motion to hold discussion for redistricting in 2006 - UNANIMOUS

MINUTES:

MAYOR GOODMAN asked JUDGE FRED KESSLER to explain the reason for his recommendation that this matter be put off until 2006. JUDGE KESSLER explained that the biggest difficulty the City faces is the fact that the even numbered Wards are on the west side. These Wards have had the highest growth, and the odd numbered Wards have not had that same growth. By virtue, it is compelling to increase the size of the odd numbered Wards by taking the population and precincts away from even numbered Wards. However, the special election, in which COUNCILMAN WOLFSON was elected, provided a little bit of flexibility. If that had not occurred, it would have compelled a sizable number of the citizens of Las Vegas to go six years without voting for a Councilperson. However, that will not be an issue two years from now if the redistricting is done at that time.

JUDGE KESSLER added that two years from now, if the redistricting should occur, the newly created Wards will be the Wards with substantial increase in population and can take away and add to the Wards on the east end without causing anybody to go six years without voting. The only way this can be done without depriving people of the right to vote would be literally to cut COUNCILMAN WOLFSON'S district and take approximately 40% of his constituents away from him due to the ripple effect of moving portions of his district into COUNCILMAN BROWN'S district and moving COUNCILMAN BROWN into portions of COUNCILMAN MACK'S district. From previous work on redistricting, JUDGE KESSLER is aware that it is almost sacred to ensure that people have the right to vote for a

MINUTES - Continued:

Councilperson every four years. He tried to draw some maps that provide that alternative, but they would cause a substantial alteration particularly in COUNCILMAN WOLFSON'S and COUNCILWOMAN MONCRIEF'S districts.

MAYOR GOODMAN commented he wants all his constituents to have the ability to vote for a Councilperson because it is a privilege and an obligation to vote. He felt that if this were held until 2006, COUNCILMAN MACK would require help in order to effectively represent the citizens of Ward 6, and he asked the City Manager to ensure that he gets that help.

COUNCILMAN REESE commented that he has been through three redistrictings and his Ward has been gutted more than any other Wards. He felt that COUNCILMAN MACK'S Ward is too large and redistricting should be looked at, regardless if it is done now or two years from now. Boundaries were drawn, and they should be looked at.

MAYOR GOODMAN announced that he had to leave and that if a motion would be made other than to hold the redistricting to 2006, he would come back.

COUNCILMAN WOLFSON stated he would base his decision on what is best for the City. He felt he would get credit or blame regardless of what action would be taken. He verified with JUDGE KESSLER that the original proposal presented to the City Council was his work product and not the product of a suggestion from COUNCILMAN WOLFSON or any other Councilperson's recommendation. JUDGE KESSLER added that he tried to speak to members of the City Council, initially to draft a plan, but the discussions ran into the issue of the six-year voting period. At the last possible moment, on his own, he made changes and brought them to all the members of the City Council. He reiterated it was not a product from any Council member, but an independent recommendation from him.

COUNCILMAN MACK commented that he requested this Bill to allow fair representation and was opposed by COUNCILWOMAN McDONALD because some voters felt left out, but that that was satisfied in the last special election with COUNCILMAN WOLFSON. He is impacted by the continuing growth of Ward 6. It is estimated that by 2006 Ward 6 will have approximately 140,000 constituents, where other Wards range from 75,000 to 80,000 constituents. He has been assured from City staff that he would get support and resources from Neighborhood Services, Public Works and be able to utilize other City staff to help his constituents. There is a good chance that clean lines will be drawn in 2006. He would like to see a sub-committee created of residents throughout the City to help with the 2006 process.

(4:01 - 4:13)

BILL NO. 2004-67

ORDINANCE NO. _____

AN ORDINANCE TO ADJUST THE WARD BOUNDARIES OF THE CITY, AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Adjusts the ward boundaries of the City.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 1, Chapter 16, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1.16.020: Ward No. 1 shall consist of that area of the City which is encompassed within election precinct numbers 2461, 3089, 3090, 3120, 3127, 3225, 3227, 3301, 3302, 3308, 3309, 3310, 3311, 3312, 3320, 3321, 3322, 3323, 3326, 3353, 3354, 3355, 3360, 3361, 3362, 3900, [4325,] 4350, 4351, 4352, 4353, 4355, 4356, [4901,] 5014, 6013, 6031, 6034, [6333, 6351, 6352, 6353, 6354, 6355,] 6343, 6360, 6361, 6362, 6363, 6364, 6365, 6370, 6371, 6372, 6373, 6374, 6375, 6380, 6381, 6382, 6383, 6384, 6385, 6390, 6391, 6392, 6393, 6394, 6395, 6396, 6400, 6401, 6402 and 6403.

SECTION 2: Title 1, Chapter 16, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1.16.030: Ward No. 2 shall consist of that area of the City which is encompassed within election precinct numbers 2303, 2305, 2306, 2307, 2310, 2311, 2312, 2314, 2331, 2455, 2460, [2461, 3089, 3090,] 3129, 3130, [3225, 3227,] 3228, 3229, 3340, 3341, 3342, 3343, 3344, 3345, 3350, 3351, 3352, [3355, 3360, 3361, 3362,] 3363, 3364, 3365, 3366, 3370, 3371, 3372, 3373, 3374, 3375, 3380, 3381, 3382, 3386, 3541, 3544, 6305, 6310, 6341 and 6342. [6343, 6344, 6345, 6350, 6380, 6381, 6382 and 6383.]

SECTION 3: Title 1, Chapter 16, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1.16.040: Ward No. 3 shall consist of that area of the City which is encompassed within election precinct numbers 4040, 4050, 4341, 4343, 4344, 4345, 4347, 4360, 4361, 4363, 4364, 4365, 4370, 4371, 4372, 4373, 4374, 4375, 4376, 4380, 4381, 4382, 4383, 4384, 4385, 5003, 5300, 5310, 5312,

5313, 5315, 5316, 5320, 5350, 5351, 5352, 5356, 5383, 5384, 5385, 5901, 5902, 7370, 7371, 7372 and 7373.

SECTION 4: Title 1, Chapter 16, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1.16.050: Ward No. 4 shall consist of that area of the City which is encompassed within election precinct numbers 2300, 2301, [2302, 2303, 2305, 2307, 2310,] 2313, [2314,] 2321, 2342, 2344, 2900, 3034, 3035, 3036, 3037, 3038, 3040, 3041, 3042, 3214, 3217, 3219, 3220, 3383, 3384, 3385, 3390, 3391, 3392, 3393, 3394, 3395, 3396, 3400, 3401, 3402, 3403, 3404, 3410, 3411, 3412, 3413, 3414, 3415, 3420, 3421, 3422, 3423, 3424, 3425, 3430, 3431, 3432, 3434, 3435, 3436, 3442, 3443, 3446, 3450, 3451, 3452, 3453, 3454, 3463, 3464, 3465, 3466, 3524, 3525, 3526 and 3903.

SECTION 5: Title 1, Chapter 16, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1.16.060: Ward No. 5 shall consist of that area of the City which is encompassed within election precinct numbers 2050, 2327, 2332, 2333, 2349, 2450, 2451, 2452, 2453, 4028, 4031, 4035, [4040,] 4320, 4321, 4324, 4325, 4330, 4331, 4332, 4340, [4341,] 4342, [4343, 4344, 4345, 4347,] 4386, 4387, 4450, 4451, 4452, 4453, 4455, 4460, 4461, 4462, 4463, 4464, 4465, 4466, 4901, 6300, 6301, 6302, 6303, 6311, 6312, 6314, 6320, 6322, 6323, 6325, 6330, 6331, 6332, 6333, 6334, 6339, [and] 6340[.], 6344, 6345, 6350, 6351, 6352, 6353, 6354 and 6355.

SECTION 6: Title 1, Chapter 16, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

1.16.070: Ward No. 6 shall consist of that area of the City which is encompassed within election precinct numbers 2037, 2044, 2047, 2048, 2052, 2302, 2322, 2323, 2324, 2325, 2326, 2328, [2331,] 2338, 2341, [2344,] 2345, 2346, 2350, 2351, 2352, 2353, 2354, 2355, 2454, [2455, 2460,] 2462, 2901, 2947, 2948, [3453, 3463, 3464, 3465, 3466,] 3470, 3471, 3472, 3481, 3482, 3483, 3485, 3486, 3490, 3491, 3494, 3495, 3500, 3501, 3502, 3505, 3506, 3507, 3508, 3510, 3514, 3520, [3524, 3525, 3526,] 3527, 3528, 3530, 3545, 3961[,] and 3965. [,6305, 6310, 6341 and 6342.]

SECTION 7: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or

ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 8: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2004.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Val Steed 9-7-04
Date

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2004, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2004, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

City of Las Vegas

RECOMMENDED KESSLER PROPOSAL

3483 Precinct Number

Precinct Boundary

Council Ward One

Council Ward Two

Council Ward Three

Council Ward Four

Council Ward Five

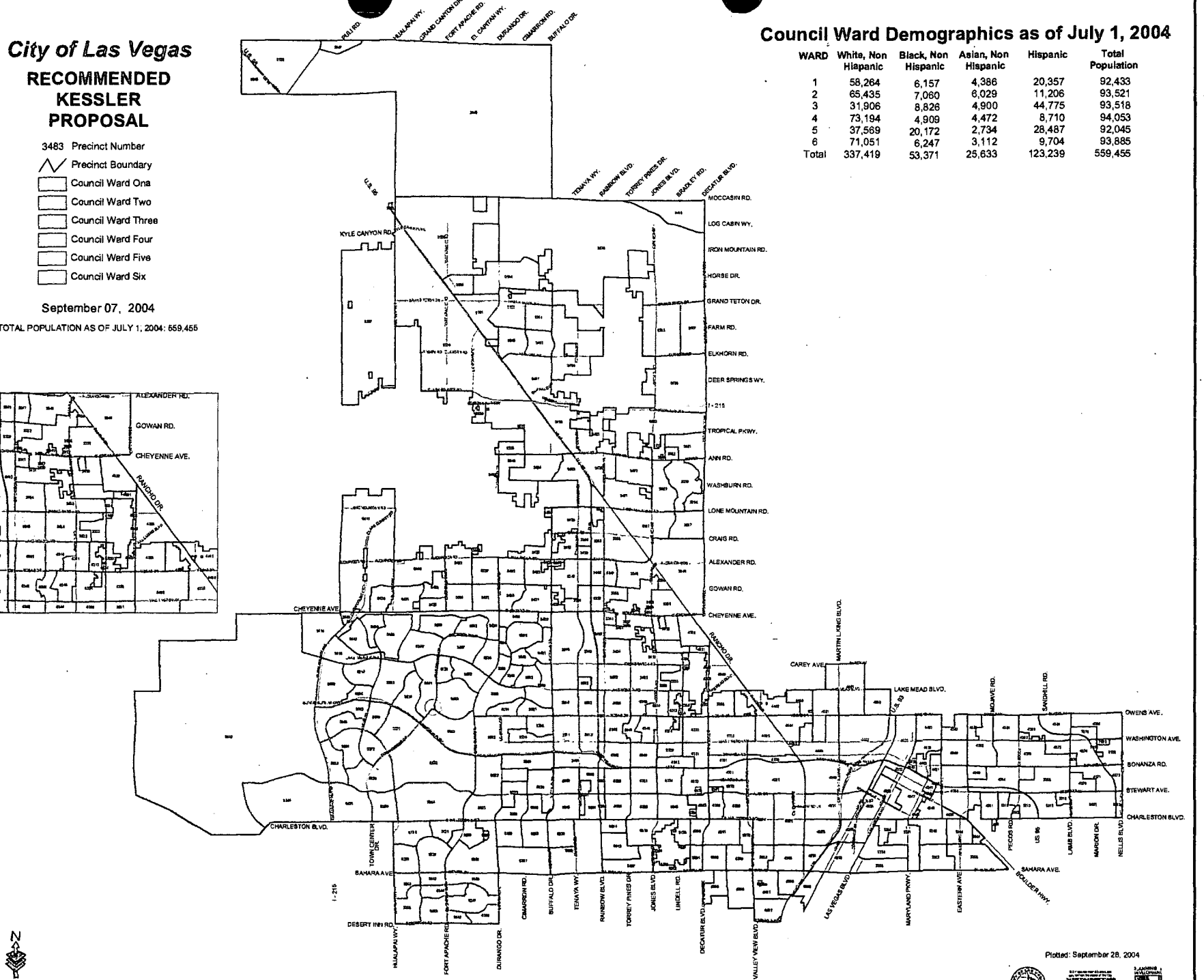
Council Ward Six

September 07, 2004

TOTAL POPULATION AS OF JULY 1, 2004: 559,455

Council Ward Demographics as of July 1, 2004

WARD	White, Non Hispanic	Black, Non Hispanic	Asian, Non Hispanic	Hispanic	Total Population
1	58,264	6,157	4,386	20,357	92,433
2	65,435	7,060	6,029	11,206	93,521
3	31,906	8,826	4,900	44,775	93,518
4	73,194	4,909	4,472	8,710	94,053
5	37,569	20,172	2,734	28,487	92,045
6	71,051	6,247	3,112	9,704	93,885
Total	337,419	53,371	25,633	123,239	559,455



Plotted: September 28, 2004

City of Las Vegas

KESSLER ALTERNATIVE 1

(Rancho Circle Alternative)

3483 Precinct Number

Precinct Boundary

Council Ward One

Council Ward Two

Council Ward Three

Council Ward Four

Council Ward Five

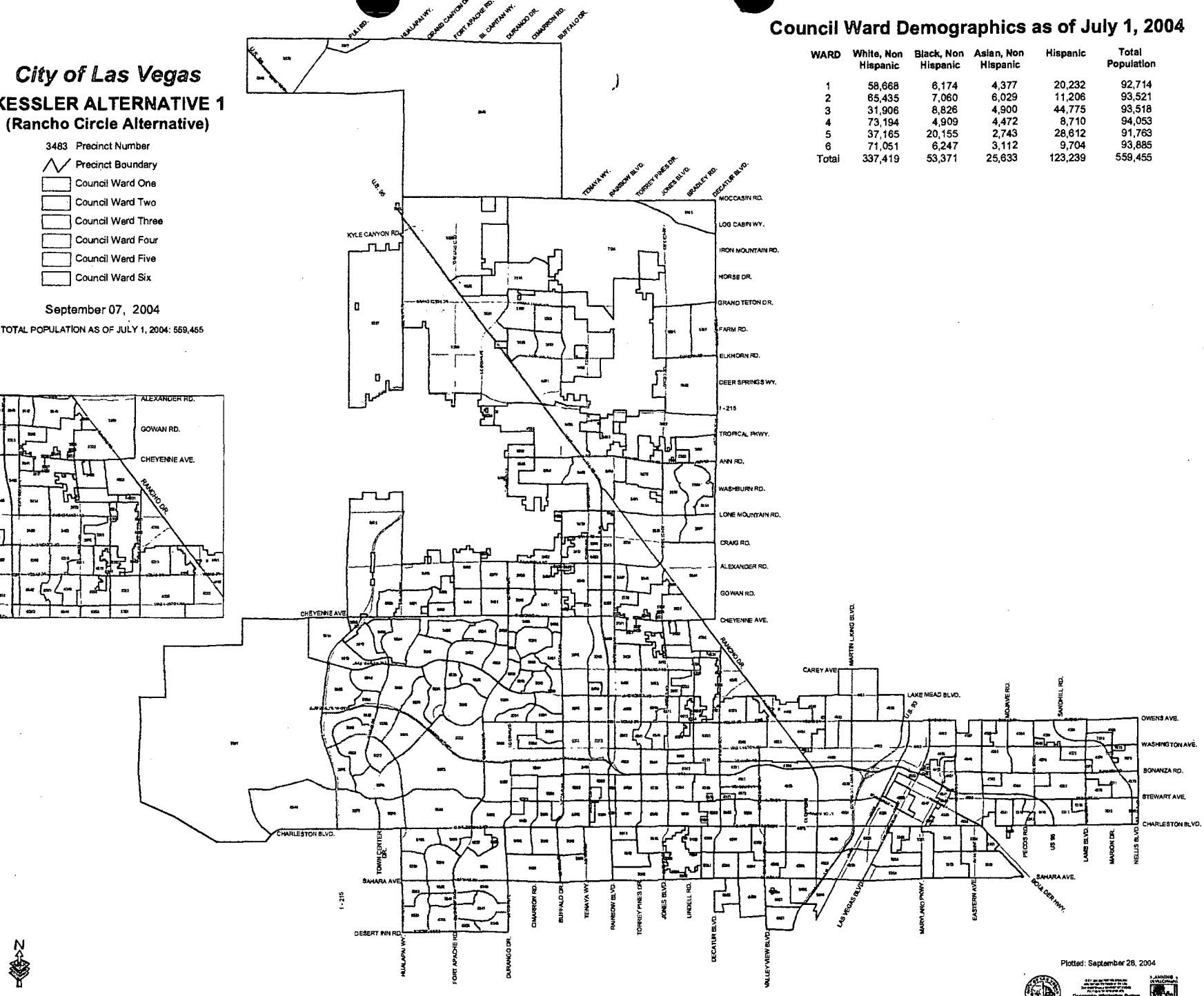
Council Ward Six

September 07, 2004

TOTAL POPULATION AS OF JULY 1, 2004: 559,455

Council Ward Demographics as of July 1, 2004

WARD	White, Non Hispanic	Black, Non Hispanic	Asian, Non Hispanic	Hispanic	Total Population
1	58,668	6,174	4,377	20,232	92,714
2	65,435	7,060	6,029	11,206	93,521
3	31,906	8,826	4,900	44,775	93,518
4	73,194	4,909	4,472	8,710	94,053
5	37,165	20,155	2,743	28,612	91,763
6	71,051	6,247	3,112	9,704	93,885
Total	337,419	53,371	25,633	123,239	559,455



Plotted: September 28, 2004

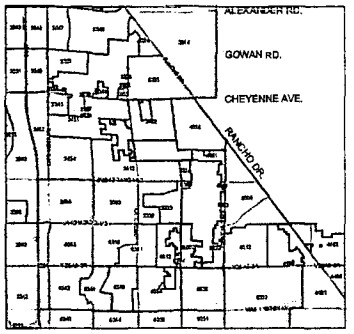
City of Las Vegas

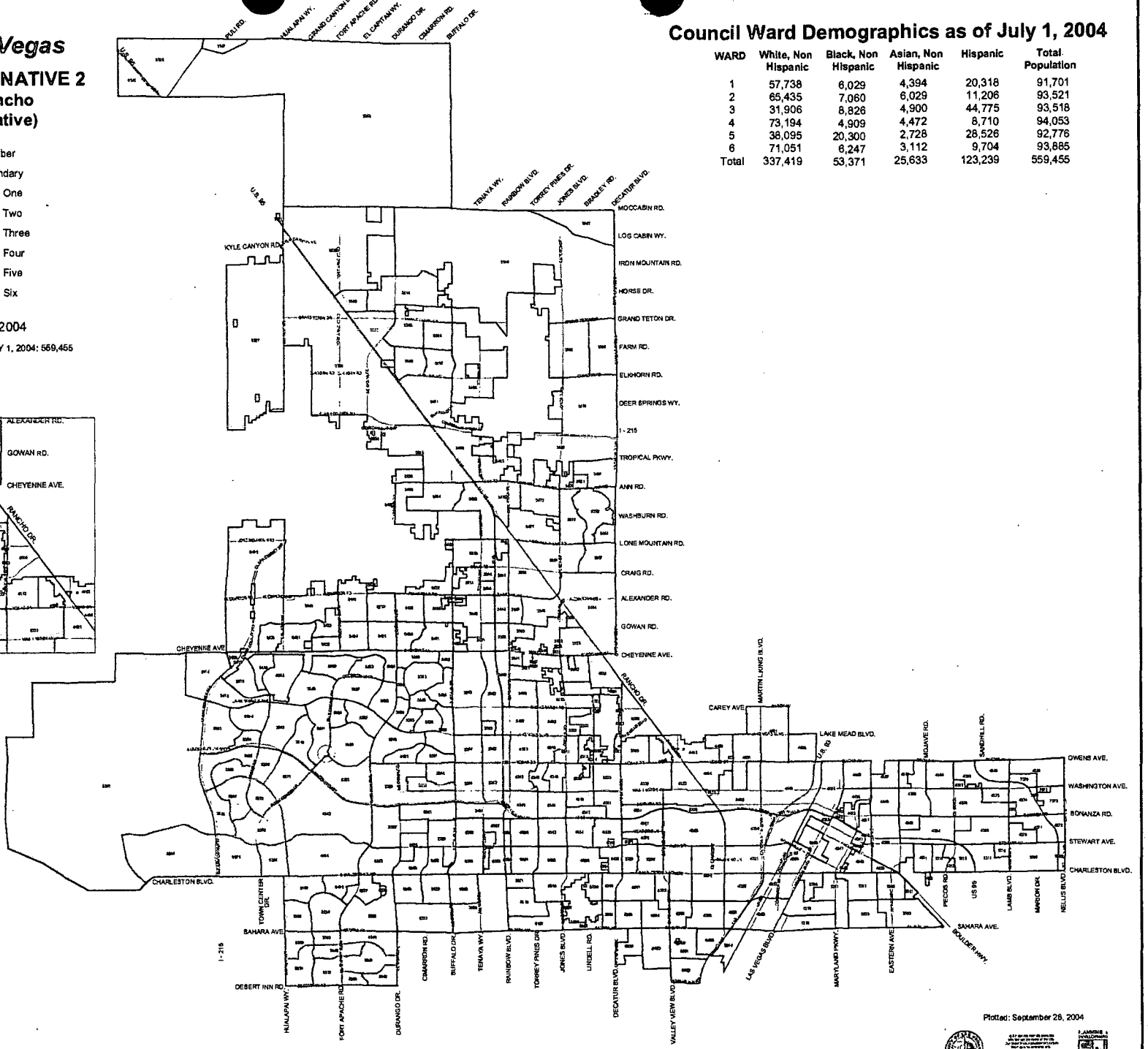
KESSLER ALTERNATIVE 2
(Modified Rancho Circle Alternative)

3483 Precinct Number
Precinct Boundary
Council Ward One
Council Ward Two
Council Ward Three
Council Ward Four
Council Ward Five
Council Ward Six

September 07, 2004

TOTAL POPULATION AS OF JULY 1, 2004: 559,455





Council Ward Demographics as of July 1, 2004

WARD	White, Non Hispanic	Black, Non Hispanic	Asian, Non Hispanic	Hispanic	Total Population
1	57,738	6,029	4,394	20,318	91,701
2	65,435	7,060	6,029	11,206	93,521
3	31,906	8,826	4,900	44,775	93,518
4	73,194	4,909	4,472	8,710	94,053
5	38,095	20,300	2,728	28,526	92,776
6	71,051	6,247	3,112	9,704	93,885
Total	337,419	53,371	25,633	123,239	559,455

Plotted: September 28, 2004

City of Las Vegas

KESSLER ALTERNATIVE 3

(Voting Issues)

3483 Precinct Number

Precinct Boundary

Council Ward One

Council Ward Two

Council Ward Three

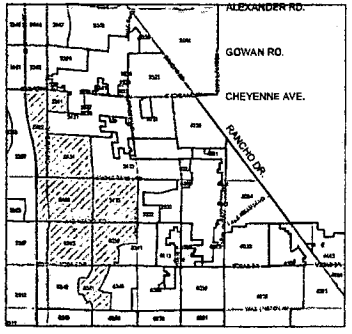
Council Ward Four

Council Ward Five

Council Ward Six

September 07, 2004

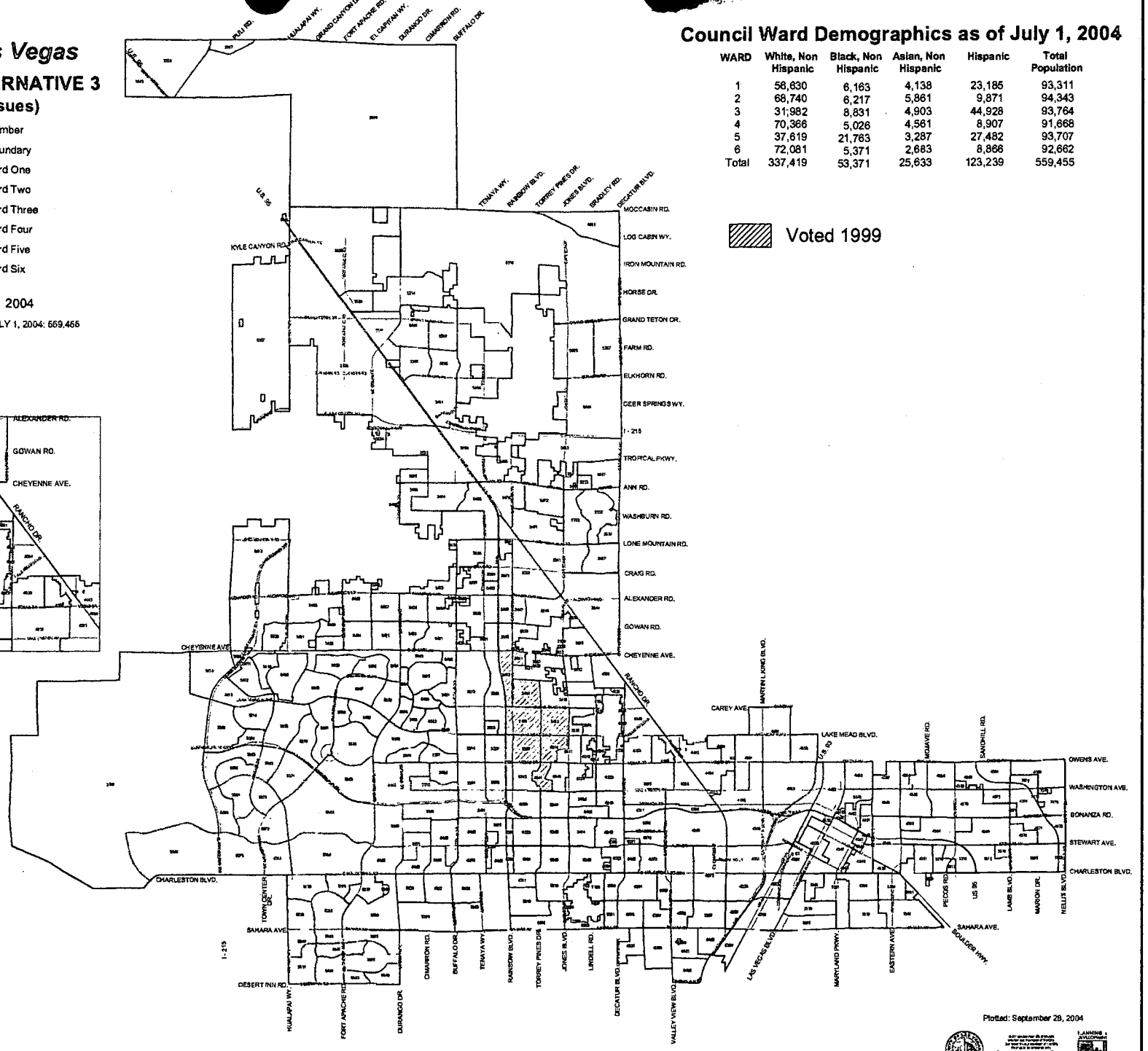
TOTAL POPULATION AS OF JULY 1, 2004: 559,455



Council Ward Demographics as of July 1, 2004

WARD	White, Non Hispanic	Black, Non Hispanic	Asian, Non Hispanic	Hispanic	Total Population
1	56,630	6,163	4,138	23,185	93,311
2	68,740	6,217	5,861	9,871	94,343
3	31,982	8,831	4,903	44,928	93,764
4	70,366	5,026	4,561	8,907	91,668
5	37,619	21,763	3,287	27,482	93,707
6	72,081	5,371	2,683	8,866	92,662
Total	337,419	53,371	25,633	123,239	559,455

Voted 1999



Plotted: September 28, 2004

City of Las Vegas
MORAN ALTERNATIVE

3483 Precinct Number
Precinct Boundary
Council Ward One
Council Ward Two
Council Ward Three
Council Ward Four
Council Ward Five
Council Ward Six

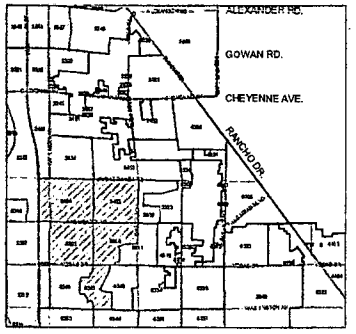
September 07, 2004

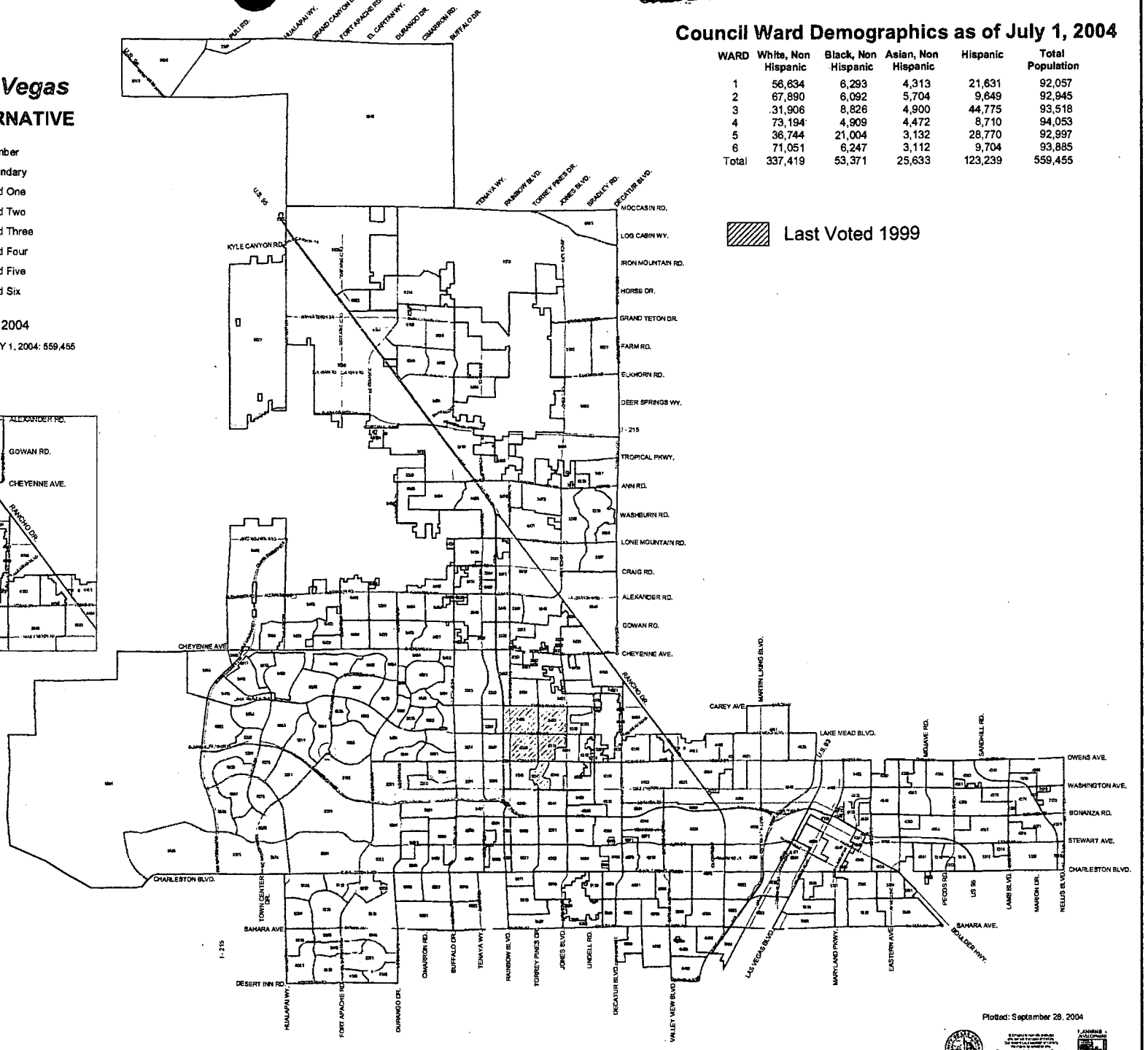
TOTAL POPULATION AS OF JULY 1, 2004: 559,455

Council Ward Demographics as of July 1, 2004

WARD	White, Non Hispanic	Black, Non Hispanic	Asian, Non Hispanic	Hispanic	Total Population
1	56,634	6,293	4,313	21,631	92,057
2	67,890	6,092	5,704	9,649	92,945
3	31,906	8,826	4,900	44,775	93,518
4	73,194	4,909	4,472	8,710	94,053
5	36,744	21,004	3,132	28,770	92,997
6	71,051	6,247	3,112	9,704	93,885
Total	337,419	53,371	25,633	123,239	559,455

Last Voted 1999





Plotted: September 28, 2004

Estimated Population by Existing and Proposed Ward Boundaries

Ward	Exisiting	Proposed
1	80,202	92,433
2	97,751	93,521
3	82,385	93,518
4	96,651	94,053
5	85,626	92,045
6	116,840	93,885
CLV Total	**559,455**	**559,455**

*Estimates as of July 1, 2004

*Popualtion Estimates Prepared by Planning and Develpoment

City of Las Vegas

Agenda Item No. 68

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

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

Bill No. 2004-68 - Annexation No. ANX-4777 - Property location: At and near the southeast corner of Iron Mountain Road and Maverick Street; Petitioned by: Quarterhorse Falls Estates, LLC; Acreage: 15.79 acres; Zoned: R-E (County zoning), R-E (City equivalent). 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 at and near the southeast corner of Iron Mountain Road and Maverick Street. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (November 12, 2004) is set by this ordinance.

RECOMMENDATION:

ADOPTION at 11/3/2004 City Council meeting pursuant to the 10/19/2004 Recommending Committee.

First Reading - 10/6/2004; First Publication - 10/22/2004

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

11/3/2004 Council Agenda

City of Las Vegas

Agenda Item No. 69

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

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

Bill No. 2004-69 - Establishes new solid waste and recycling regulations. Proposed by: Mark R. Vincent, Director of Finance and Business Services

Fiscal Impact:

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

PURPOSE/BACKGROUND:

The City's current solid waste code provisions were enacted more than fifty years ago and do not take into account many contemporary industry standards and practices as well as current state and federal regulatory provisions. Solid waste issues transcend the boundaries of the City and other local jurisdictions within the County metropolitan areas, each contracting with Republic Services, Inc. to perform solid waste collection and disposal services. Accordingly, this bill is modeled after recent changes made in the County code in order to achieve regulatory uniformity. This bill specifically designates the items included within the solid waste stream, hazardous waste stream, medical waste stream, and recyclable materials stream for regulatory purposes; restricts hours of solid waste collection in residential areas; and conditionally waives collection fees for absentee residents.

RECOMMENDATION:

HELD IN ABEYANCE to 11/2/2004 Recommending Committee meeting pursuant to the 10/19/2004 Recommending Committee.

First Reading - 10/6/2004; First Publication - N/A

BACKUP DOCUMENTATION:

None

MOTION:

None required.

MINUTES:

Recommendation noted.

11/2/2004 Recommending Committee
11/3/2004 Council Agenda

City of Las Vegas

Agenda Item No. 70

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: CITY ATTORNEY

DIRECTOR: BRADFORD R. JERBIC ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

NEW BILL:

Bill No. 2004-70 - Annexation No. ANX-4957 - Property location: On the north side of Ann Road, east and west of Mustang Road (aka Mustang Street); Petitioned by: Matrix Development Corporation, et al.; Acreage: 10.69 acres; Zoned: R-E (County zoning), U (R) and U (RE) (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 north side of Ann Road, east and west of Mustang Road (aka Mustang Street). 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 (November 3, 2004) 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. 2004-70 and Location Map

MOTION:

None required.

MINUTES:

First Reading - Referred - COUNCILMEMBERS MONCRIEF and WOLFSON

11/2/2004 Recommending Committee
11/3/2004 Council Agenda

There was no discussion.
(10:44)
2-355

THE MORNING SESSION RECESSED AT 10:44 A.M.

BILL NO. 2004-70

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-4957)

Sponsored by: Councilman Michael Mack

Summary: Annexes property described generally as located on the north side of Ann Road, east and west of Mustang Road (aka Mustang Street).

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:

Those portions of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 26, Township 19 South, Range 60 East, M.D.M., in the County of Clark, State of Nevada including all dedicated right of way, lying inside the following described parcels:

PARCEL A

The East Half (E 1/2) of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26.

PARCEL B

Parcel 3 and adjoining half street right of way as shown on Parcel Map in File

18, Page 90 recorded April 17, 1978 of Clark County, Nevada Records, bounded as follows: bounded on the north by the north line of said Parcel 3 and westerly projection; bounded on the east by the east line of said Parcel 3 and southerly projection; bounded on the south by the south line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, also being the centerline of ANN ROAD (50.00 feet wide as measured from centerline thereof); and bounded on the west by the east line of the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of said Section 26, also being the centerline of MUSTANG ROAD (30.00 feet wide as measured from centerline thereof).

SECTION 2: The City Council hereby determines that the described territory meets the requirements provided by law for annexation to the City for the following reasons:

A. The area to be annexed was contiguous to the City's boundaries at the time the annexation proceedings were instituted;

B. More than one-eighth (1/8) of the aggregate external boundaries of the area are contiguous to the City;

C. The territory proposed to be annexed is not included within the boundaries of another incorporated city or within the boundaries of any unincorporated town as those boundaries existed as of July 1, 1983;

D. The City is eligible to annex the described territory since the landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities

such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 12th day of November, 2004, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 12th day of November, 2004, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 12th day of November, 2004.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified with the following City of Las Vegas classifications, which are deemed to be the City equivalents of the County classification:

. . .

PROPERTY DESCRIPTION	CITY CLASSIFICATION
That portion of the property with an Interlocal Land Use Plan designation of RE	U (RE)
That portion of the property with an Interlocal Land Use Plan designation of R	U (R)

SECTION 8: If any section, subsection, subdivision, paragraph, sentence, clause of phrase in this ordinance or any part thereof, is for any reason held to be unconstitutional, or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 9: All ordinances or parts of ordinances, sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2004.

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk

APPROVED AS TO FORM:

Valdez 10-6-04
Date

The above and foregoing ordinance was first proposed and read by title to the Council on the _____ day of _____, 2004, and referred to the following committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2004, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

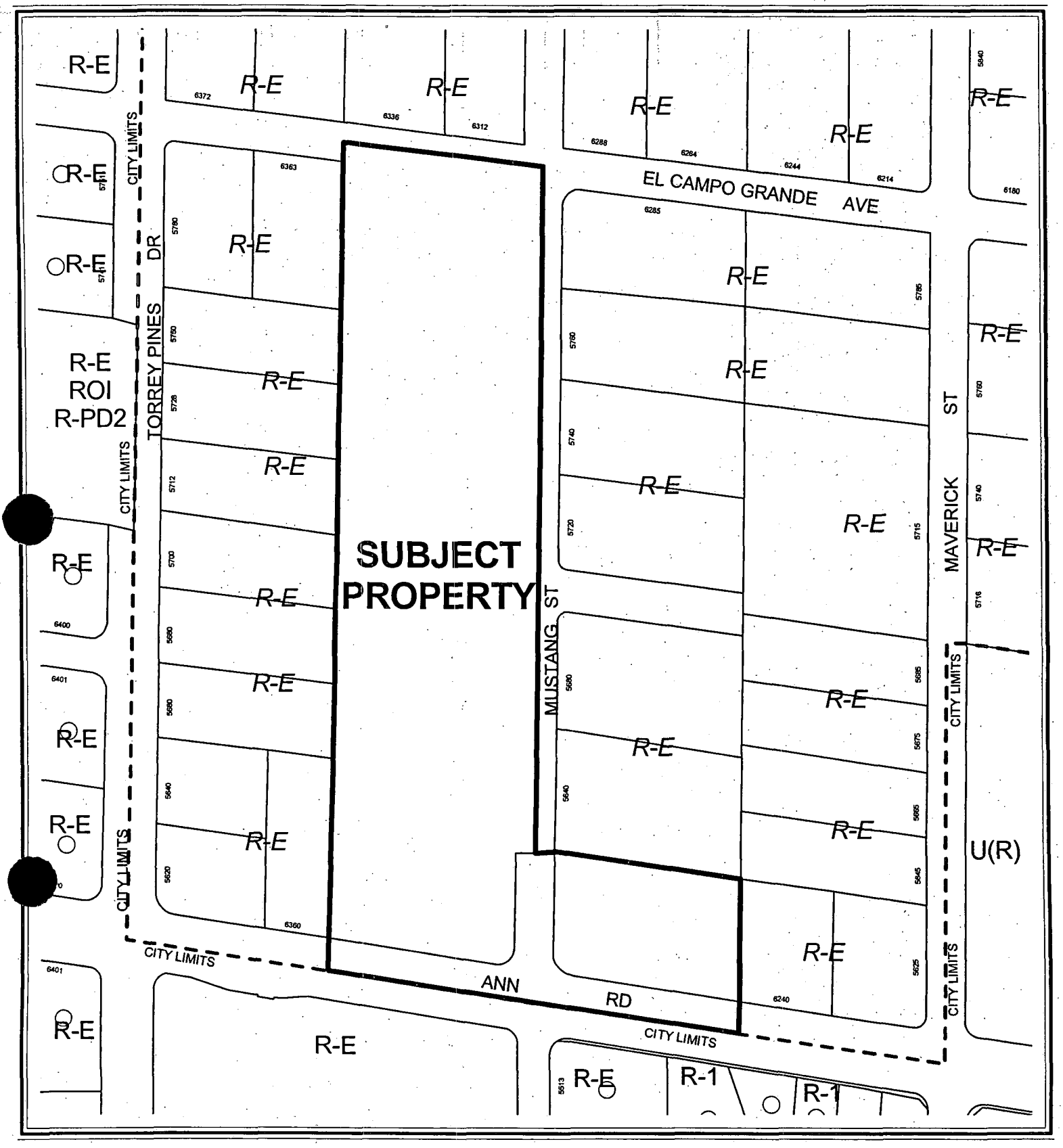
ABSENT: _____

APPROVED:

By _____
OSCAR B. GOODMAN, Mayor

ATTEST:

_____
BARBARA JO RONEMUS, City Clerk



CASE: ANX-4957

City of Las Vegas

Agenda Item No. 71

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: CITY CLERK

DIRECTOR: BARBARA JO 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 STRIKE Item 100 [SUP-4918] and to HOLD IN ABEYANCE Item 74 [DIR-5079] to 12/15/2004 - UNANIMOUS with GOODMAN abstaining on Item 74 [DIR-5079] because it relates to the Scotch 80's subdivision where he resides, and any action could directly affect his property value

MINUTES:

ROBERT GENZER, Director, Planning and Development Department, indicated that on Item 74 [DIR-5079], the applicant's representative verbally requested that the item be held in abeyance until the 12/15/2004 City Council meeting. ATTORNEY RICHARD McNIGHT, 330 South 3rd Street, confirmed the request and explained they need the time to determine whether they will pursue this appeal.

MAYOR GOODMAN disclosed he would be abstaining on Item 74 [DIR-5079] because it relates to the Scotch 80's subdivision where he resides.

(1:03 - 1:06)

3-1

City of Las Vegas

Agenda Item No. 72

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES
DIRECTOR: ORLANDO SANCHEZ ☐ CONSENT ☒ DISCUSSION

SUBJECT:
ABEYANCE ITEM - Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6318 West Sahara Avenue. PROPERTY OWNERS: C S S SAHARA LP - Ward 1 (Moncrief)

Fiscal Impact:

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

PURPOSE/BACKGROUND:
The subject property was determined to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, Chapter 12, dealing with nuisances. A Zoning Violations/Nuisance Notice and Order to Comply was mailed to the property owners to correct the nuisance per CLVMC 19.12.030 (C) General Landscaping Requirements and Maintenance and Removal of Recreational Vehicles. Today's hearing is to consider the Appeal to the Notice and Order to Comply filed by Margaret C. Martin, Pegasus Group, on behalf of C S S Sahara LP

RECOMMENDATION:
That the City Council approve the Zoning Violations/Nuisance Notice and Order to Comply.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Location Map
3. Zoning Violations/Nuisance Notice and Order to Comply
4. Notice of Appeal
5. Appeal Letter from Appellant

MOTION:
MONCRIEF - APPROVED the action of Neighborhood Services - UNANIMOUS with GOODMAN, BROWN and WEEKLY excused

MINUTES:
MAYOR GOODMAN declared the Public Hearing open.

MAYOR GOODMAN granted the applicant's request to trail the item because his representative's flight to Las Vegas was delayed.

MAYOR PRO TEM REESE recalled trailed Item 72. ORLANDO SANCHEZ, Director of Neighborhood Services, outlined discussions with MR. CATANIO, the new owner, during which it was agreed that the 10-foot landscaping easement along the north property would be in compliance within 30 days. The previous owner had removed some of the landscaping, but MR. CATANIO will replace it.

MAYOR PRO TEM REESE declared the public hearing closed.
(1:06/4:39 - 4:42)
3-63/5-1018

City of Las Vegas

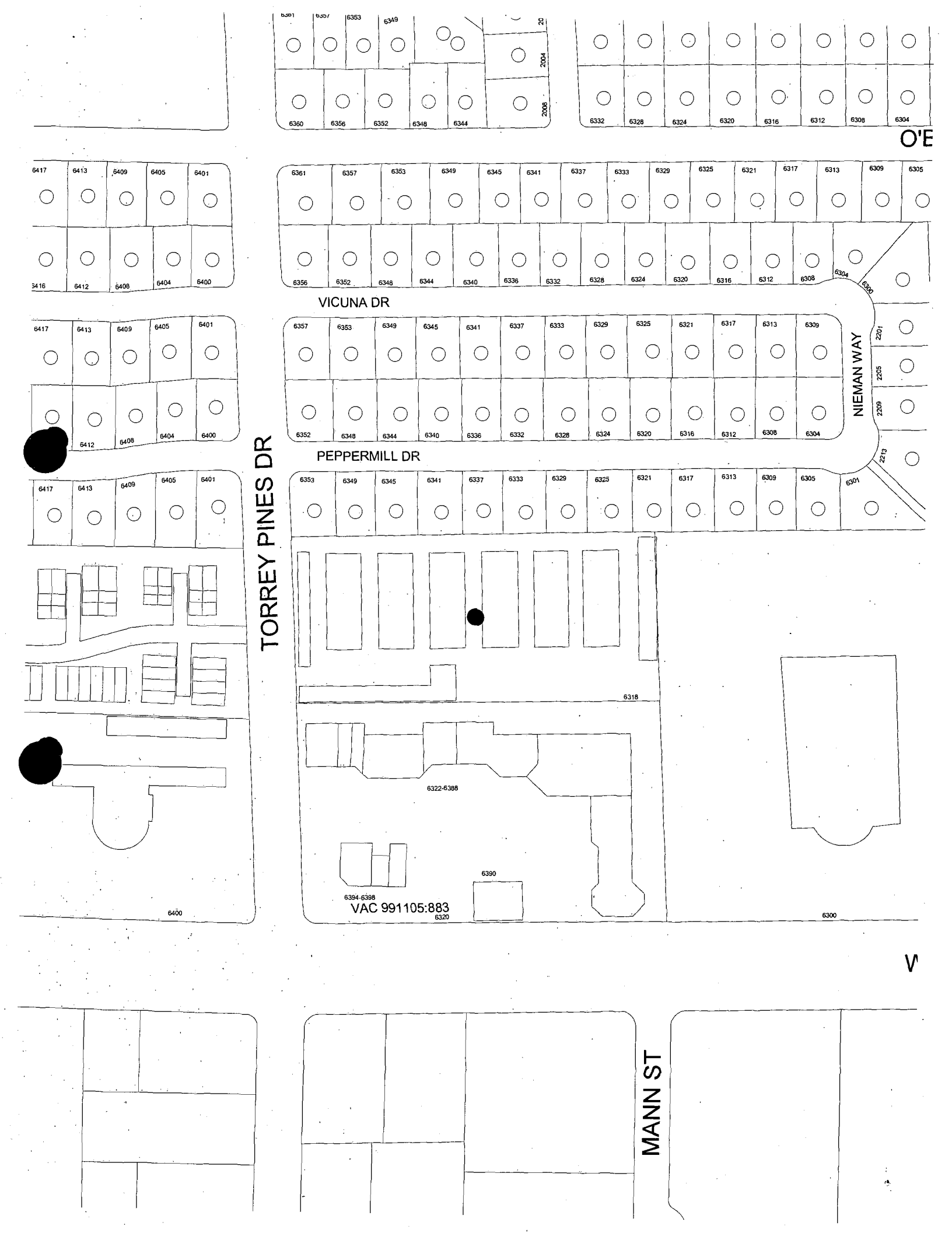
AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Hearing to consider the appeal regarding the Zoning Violations/Nuisance Notice and Order to Comply regarding 6318 West Sahara Avenue. PROPERTY OWNERS: C S S SAHARA LP - Ward 1 (Moncrief)

The subject property was deemed to be a public nuisance as defined in Las Vegas Municipal Code, Title 9, Chapter 12, dealing with nuisances.

A Zoning Violations/Nuisance Notice and Order to Comply was sent to the property owners by regular and certified mail requesting they correct the nuisance per CLVMC 19.12.030 (C) General Landscaping Requirements and Maintenance and Removal of Recreational Vehicles. A copy of the notice was also posted on the property.

Today's hearing is to consider the appeal from Zoning Violations/Nuisance Notice and Order to Comply filed by Margaret C. Martin, Pegasus Group, on behalf of C S S Sahara LP.


VICUNA DR
PEPPERMILL DR
TORREY PINES DR
NIEMAN WAY
MANN ST
VAC 991105:883
6322-6388
6394-6398
6318
6390
6320
6300
6400
O'E
W

NEIGHBORHOOD SERVICES DEPARTMENT
DIRECTOR
ORLANDO SANCHEZ

NOTICE AND ORDER

Case #13192
April 23, 2004
Certified/Regular Mail
Return Receipt Requested

C S S Sahara L P
1148 Alpine Rd, #100
Walnut Creek, CA 94596-4444

ZONING VIOLATIONS/NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at **6318 W Sahara Ave, Las Vegas, NV, Parcel #163-02-801-001**, that you are in violation of Las Vegas Municipal Code, Title 9, Chapter 12, dealing with nuisances.

Las Vegas Municipal Code 9.04.045 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $75.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $45.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection.

You are hereby ordered to correct the nuisance **per CLVMC 19.12.030 (C) General Landscaping Requirements and Maintenance: Property owners shall maintain all walls in good structural and finished condition. All landscaping shall be maintained in a healthy and vigorous living condition. Dead vegetation shall be promptly replaced, based on standard seasonal planting practices, with healthy living plants. Installation of a 10 foot wide landscape buffer along the north property line of the commercial storage units property with a three foot high landscaped berm and minimum sized 24 inch boxed evergreen trees 20 feet on center are required and must be maintained. Remove asphalt and bring condition back to original approved site plan requirements. Remove all dead bushes, plants, trees, etc. Replace all areas of missing and dry vegetation with healthy living plants suitable for area located on north side of property along properties on Peppermill. All required Site Development Plans shall meet or exceed the minimum standards, and shall comply with any restrictions, established by code. You must maintain property and remove scattered litter on a regular basis.**

MAYOR OSCAR B. GOODMAN
CITY COUNCIL: GARY REESE (MAYOR PRO-TEM) • LARRY BROWN • LYNETTE B. McDONALD
LAWRENCE WEEKLY • MICHAEL MACK • JANET MONCRIEF
CITY MANAGER: DOUGLAS A. SELBY
CITY OF LAS VEGAS • 400 STEWART AVENUE • LAS VEGAS, NEVADA 89101
VOICE 702.229.2330 • FAX 702.382.3045 • TTY 702.386.9108 • www.ci.las-vegas.nv.us

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

7003 3110 0003 1079 8133
7003 3110 0003 1079 8140

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

C S S SAHARA L P
1148 ALPINE ROAD
WALNUT CREEK CA 94596-4444

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

2004 OCT

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7003 3110 0003 1079 8140

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MARGARET C MARTIN
EXEC VP PROPERTY MGMT
PEGASUS GROUP
1148 ALPINE ROAD
WALNUT CREEK CA 94596-4444

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery
6/11/03

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED
CLERK

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label)
7003 3110 0003 1079 8133

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

RECEIVED
CITY CLERK
2004 AUG 26 P 4:29

PEGASUS GROUP
1148 Alpine Rd.
Walnut Creek, CA 94596
Phone: 925-930-0613
Fax Phone: 925-930-2307
Email address: martinm@pegasusgroup.net

Sent via fax – 702-382-4803

August 26, 2004

Barbara Jo Ronemus – City Clerk
City of Las Vegas
400 Stewart Ave.
Las Vegas, NV 89101

RE: CSS Sahara LP – Case #13192

Dear Ms. Ronemus:

Jessica at the Neighborhood Services Department directed me to you to schedule a hearing for Case #13192. We are requesting that our case be put on the October schedule to be heard. Please let us know if this can be accommodated.

Thank you for your consideration in this matter.

Very truly yours,

Margaret C. Martin
Executive Vice President – Property Management

cc - Dwight Davis
Tim Dailey – Esq.
Steven Polgar – Esq.
Charles Cattaneo – Construction Manager
David Semenza – sent via fax 702-382-3045

6318 W. Sahara

CSS Sahara LP

City of Las Vegas

Agenda Item No. 73

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: NEIGHBORHOOD SERVICES

DIRECTOR: ORLANDO SANCHEZ ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

Public hearing to consider the report of expenses to recover costs for abatement of dangerous buildings, a public nuisance and an imminent hazard located at 15 West Owens Avenue. PROPERTY OWNERS: WEST OWENS MANAGEMENT GROUP, LLC, CCSD PROPERTIES, INC., DAVID DIMARCO, SANDI DIMARCO, AND T & B DEL CORP. - Ward 5 (Weekly)

Fiscal Impact:

☐	**No Impact**	**Amount:**	$131,555.40
☒	**Budget Funds Available**	**Dept./Division:**	Neigh. Services/Response
☐	**Augmentation Required**	**Funding Source:**	General Fund

PURPOSE/BACKGROUND:

The condition of the property was a public hazard and an attractive nuisance. After proper notification, when no appropriate corrective action was taken, an Imminent Hazard Notice was issued to the property owners. Furthermore, a hearing was held before the City Council to order that the City Attorney take appropriate legal action to abate, remove or enjoin the nuisance on the property. After the District Court hearing on the merits of the City's position, the Sky-Vue Mobile Home Park was closed, and the Department of Neighborhood Services began relocating some of the tenants. When compliance was not met by the property owners, KO Construction was hired to abate the property and Guardian Security was hired to provide security.

RECOMMENDATION:

That the City Council: 1. Approve the report of expenses in the amount of $131,555.40 in order that the above charges be filed and recorded against the property, constituting a special assessment and lien. 2. Authorize that the Notice and Lien of Assessment be duly recorded with the County Treas.

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Location Map
3. Report of Expenses
4. Contractors Disclosure
5. Notice of Public Hearing
6. Chronological List of Events
7. Notice and Claim of Lien
8. Submitted after final agenda - Letter from Attorney Garry L. Hayes
9. Video shown but not submitted

MOTION:

GOODMAN - Motion to follow the recommendation of Neighborhood Services subject to amending the amount to $137,055.40 - UNANIMOUS with BROWN not voting

NOTE: An initial motion for approval for the amount of $136,555.40 by GOODMAN carried unanimously and was reconsidered upon motion by REESE, which also carried unanimously with BROWN not voting.

City of Las Vegas

Agenda Item No. 73

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

MINUTES:

NOTE: A Verbatim Transcript is made a part of the Final Minutes.

MAYOR GOODMAN declared the Public Hearing open.

APPEARANCES:
OSCAR GOODMAN, Mayor
ORLANDO SANCHEZ, Director, Neighborhood Services
ELIZABETH DEL FONTE, T & B Del Corp.
DAN STILL, Deputy City Attorney
BRAD JERBIC, City Attorney
STEPHANIE COOPER CHRISTENSEN, Attorney, representing Del Fonte Family Trust
LAWRENCE WEEKLY, Councilman
GARY REESE, Councilman
BARBARA JO RONEMUS, City Clerk

NOTE: MAYOR GOODMAN directed the City Attorney to recover $137,055.40 from West Owens Management Company, DAVID and SANDY DIMARCO, personally and individually, which is the amount that the City had to expend as a result of their conduct.

MAYOR GOODMAN declared the public hearing closed.
(1:06 - 1:17/1:30 - 1:31)
3-81/3-842

City of Las Vegas

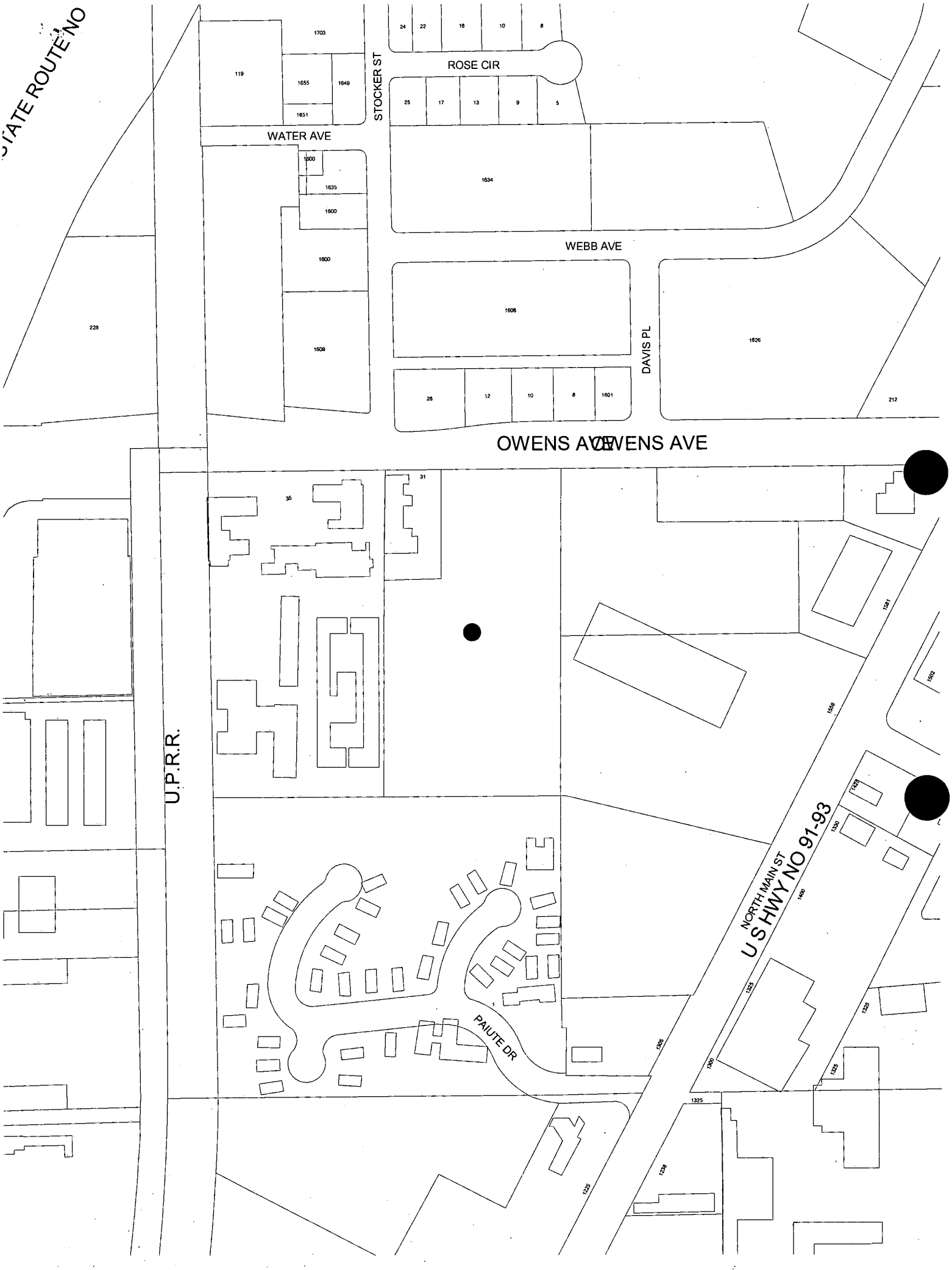
AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: Neighborhood Services
ITEM DESCRIPTION: Public Hearing to consider the report of expenses to recover costs for abatement of dangerous building located at 15 West Owens Avenue. PROPERTY OWNERS: WEST OWENS MANAGEMENT GROUP, LLC, CCSD PROPERTIES, INC., DAVID DIMARCO, SANDI DIMARCO AND T & B DEL CORP. - Ward 5 (Weekly)

During May, 2004, after proper notification, an Imminent Hazard Notice was issued to the property owners. Furthermore, a hearing was held before the City Council to order that the City Attorney take appropriate legal action to abate, remove or enjoin the nuisance on the property. After the District Court hearing on the merits of the City's position, the Sky-Vue Mobile Home Park was closed, and the Department of Neighborhood Services began relocating some of the tenants. K.O. Construction was hired to demolish all structures and clean the property, and Guardian Security was hired to provide security services at the property. The costs are as follows: Demolition: $114,396.00 and security $17,159.40; plus a 15% administrative fee, for a total of $131,555.40.

Today's public hearing is to consider the Report of Expenses filed by the Department of Neighborhood Services and to hear any objections thereto. Under the "Uniform Code for the Abatement of Dangerous Buildings", the City Council may make revisions or adjustments to the Report of Expenses as deemed proper. If the Report of Expenses is confirmed and accepted by the Council, the Council can then declare the charges to be a personal obligation on the part of the property owner or may order the charges assessed against the property by means of a Lien of Assessment. In this particular case, we recommend a Lien of Assessment.

If the Lien is approved by the Council, certified copies of the recorded lien will be given to the County Treasurer's Office and the amount of the assessment will be collected at the same time and in the same manner as ordinary property taxes. All laws applicable to the collection and enforcement of property taxes shall be applicable to such assessment, and the amount of the assessment will be added to the next regular property tax bill levied against the parcel.


STATE ROUTE NO
ROSE CIR
STOCKER ST
WATER AVE
WEBB AVE
DAVIS PL
OWENS AVE
OWENS AVE
U.P.R.R.
NORTH MAIN ST
U S HWY NO 91-93
PAIUTE DR
1703
119
1655
1649
1651
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1609
228
1606
28
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1225

Memorandum

City of Las Vegas
Neighborhood Services Department

To: Barbara Jo Ronemus, City Clerk

From: Orlando Sanchez, Director – Neighborhood Response Division

CC: File

Date: October 4, 2004

Re: Report of Expenses for the abatement of Dangerous Buildings, a Public Nuisance and an Imminent Hazard located at 15 W. Owens Avenue - Ward 5 (Weekly)

After giving due process, notification, and an opportunity for an appeal hearing as specified in the Las Vegas Municipal Code for "Dangerous Buildings/Demolition," the Department of Neighborhood Services caused the above-referenced property to be corrected by demolishing the structure(s), cleaning the property and by posting "No Trespassing" signs the property. KO Construction, Inc. completed work on September 28, 2004 at a cost of $73,500.00. Guardian Security provided services at the property August 26–September 18, 2004 at a cost of $40,896.00, both were accepted by the Department of Neighborhood Services.

Contract Amount	$ 114,396.00
AMOUNT DUE	114,396.00
Administrative processing fee	17,159.40
TOTAL AMOUNT DUE	$131,555.40

OWNER OF RECORD: WEST OWENS MANAGEMENT LLC

PROPERTY ABATED: 15 W. OWENS AVENUE

ASSESSOR'S PARCEL: 139 27 502 003

LEGAL DESCRIPTION: PT NW4 NE4
SEC 27 20 61

OS:jl

EXHIBIT A

DISCLOSURE OF PRINCIPALS

The principals and partners of K.O. CONSTRUCTION INC [Contracting Entity] and all persons and entities holding more than a 1% interest in [Contracting Entity] or any principal of [Contracting Entity] are the following: K.O. CONST INC K. O. CONSTRUCTION INC

FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1. CHRIS HARRISON	4855 N. MAULDING AVE	702-361-4221
2. EDWARD KOPF	LAS VEGAS, NV 89139	
3. ROSE KOPF		
4.		
5.		
6.		

Continue list until full and complete disclosure is made.

I certify under penalty of perjury, that the foregoing list is full and complete.

[Contracting Entity] K. O. CONSTRUCTION INC

By: [signature]

Subscribed and sworn to before me this 29 Day of October 1999.

Nancy Nickle
Notary Public

NANCY NICKLE
Notary Public - Nevada
No. 88-1453-1
My appt. exp. May 15, 2002

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
WRENCE WEEKLY
MICHAEL MACK
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

NOTICE OF PUBLIC HEARINGS
OCTOBER 20, 2004

Pursuant to Section 302 of the Uniform Code for the Abatement of Dangerous Buildings adopted as Section 16.08 of the Las Vegas Municipal Code. NOTICE IS HEREBY GIVEN THAT ON **Wednesday, October 20, 2004,** at the hour of **1:00 P.M.**, in the Council Chambers, City Hall Complex, 400 Stewart Avenue, Las Vegas, Nevada, the City Council will consider the following REPORT OF EXPENSES submitted by the Director of Neighborhood Services incurred by the City of Las Vegas for:

> Abatement of the property by demolishing the structures, cleaning the property and posting "No Trespassing" signs on the property located at **15 WEST OWENS AVENUE,** legally described as **PT NW 4 NE 4, SEC 27 20 61**. Owners of record and/or property owners at time of abatement: **WEST OWENS MANAGEMENT GROUP, LLC, CCSD PROPERTIES, INC., DAVID DIMARCO, SANDI DEMARCO AND T & B DEL CORP. – WARD 5 (WEEKLY)**
>
> The Director of Neighborhood Services certifies in the report that the sum of $131,555.40 was expended ($114,396.00 to abate the property; and $17,159.40 Administrative Processing Fee).

If upon hearing the report, the City Council is satisfied with the correctness of the expenses incurred by the City, it may order a lien of assessment recorded and given to the County Treasurer to be collected in the same manner as ordinary property taxes.

Any person interested in or affected by the proposed charge may file written protests or objections with the City Clerk at any time prior to the time set for the hearing on the Report of Expenses. Each such protest or objection must contain a description of the property in which the signer thereof is interested and the grounds of such protest or objection. The City Clerk shall endorse on every such protest or objection the date it was received by her. She shall present such protests or objections to the City Council at the time set for the hearing, and no other protests or objections shall be considered.

BARBARA JO RONEMUS
CITY CLERK

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.lasvegasnevada.gov
18112-001-6/04

CASENO 9167 CODEENF **Inspector:** *950429 JIM SHADRICK* **02225-97**

Address: **15 W OWENS AVE**

CAR
26238

Inspection #: *54228* ***Scheduled DT:*** 9/8/2004

HAD ELECTRICAL WORK DONE, OUT SIDE OF TRLRS, PER MGR, NO PERMITS ISSUED, MGR BETH JONES IS WORRIED THAT THERE WILL BE A FIRE.
THIS IS NOW A CAR 03/23/04 - REPORTED : MOBILE HOME PARK HAS BROKEN SEWER LINES WITH WATER FLOWING ALL OVER, FIRE HAZARDS PLEASE CHECK

Code Violations:

☐ BUILDING CODE ***Violation DT*** 1/29/2004
Abated ***Location:*** EXTERIOR-PLUMBING
Comments WATER HEATERS MAY NOT BE INSTALLED OUTSIDE

☐ BUILDING CODE ***Violation DT*** 1/29/2004
Abated ***Location:*** EXTERIOR-ELECTRICAL
Comments REPAIR ALL ELECTRICAL HAZARDS

☐ BUILDING CODE ***Violation DT*** 1/29/2004
Abated ***Location:*** EXTERIOR
Comments NO GAS LINES MAY LAY ON THE GROUND-

☐ HOUSING CODE ***Violation DT*** 3/24/2004
Abated ***Location:*** ALL UNITS
Comments REPAIR OR REPLACE ALL HAZARDOUS, DILAPIDATED AND IMPROPERLY MAINTAINED COOLING UNITS

☐ HOUSING CODE ***Violation DT*** 3/24/2004
Abated ***Location:*** ALL UNITS*
Comments REPAIR OR REPLACE ALL IMPROPERLY INSTALLED SANITATION LINES

☐ HOUSING CODE ***Violation DT*** 3/24/2004
Abated ***Location:*** ALL UNITS**
Comments REPAIR OR REPLACE ALL FAULTY WEATHER PROTECTION OR IMPROPERLY INSTALLED WINDOWS.

☐ STORAGE CODE ***Violation DT*** 1/29/2004
Abated ***Location:*** EXTERIOR
Comments REMOVE ALL VISIBLE OUTSIDE STORAGE TO INCLUDE PORCH AND ENTRY AREAS OUT OF PUBLIC VIEW

Inspection Results: ***Passsed*** ☐ ***Partial Pass*** ☐ ***Failed*** ☐ ***Callback*** ____/____/____

Parcel(s)

Parcel:	*Size:*	*Subdivision Name:*
13927502003	4.86 ACRE	PT NW4 NE4 SEC 27 20 61

Owner Information:

10-Aug-02	17-Dec-03	C C S D PROPERTIES CORP 6 REDWOOD LN; WAPPINGER FALLS, NY 12590-1212
17-Sep-03	17-Dec-03	C C S D PROPERTIES CORP 6 REDWOOD LN; WAPPINGER FALLS, NY 12590-1212

CASENO 9167 CODEENF **Inspector:** ***950429 JIM SHADRICK*** **02225-97**

18-Jun-03	17-Sep-03	TRUSTEE CLARK COUNTY TREASURER % C C S D PROPERTIES CORP 6 REDWOOD LN; WAPPINGER FALLS, NY 12590-1212
17-Dec-03	28-May-04	T & B DEL CORP 9389 VERDE WAY; LAS VEGAS, NV 89149-2508
28-May-04	02-Jun-04	WEST OWENS MANAGEMENT L L C 2440 LEGACY ISLAND CIR; HENDERSON, NV 89074
02-Jun-04		WEST OWENS MANAGEMENT L L C 2440 LEGACY ISLAND CIR; HENDERSON, NV 89074-6158

Case Log

Type:	*Date:*	*Employee:*	*Min:*
LETTER	10/4/2004 10:41:00 AM	JESSICA LARRAMENDY	0
JL) Report of Expense mailed to property owners. Total $131,555.40.			
RECORD	9/9/2004 11:36:00 AM	JESSICA LARRAMENDY	0
JL) Recorded N&O dated, August 16, 2004, at Clark County. Book: 20040909 Inst: 02263.			
BIDA	9/8/2004 1:00:00 PM	LAURA DEARMOND	0
Ld) AWARDED TO K O CONSTRUCTION, WILL START 9-10 @ 8A.M.			
BIDR	9/7/2004 10:31:00 AM	LAURA DEARMOND	1
Ld) REC'D BIDS (1) K O CONSTRUCTION $73,500 (2) C&W ENTERPRISES $92,000 (3) ADS $103,977 (4) INDUSTRIAL SUPPORT $108,604 (5) WEAVER $113,150 (6) SOIL SOLUTIONS $136,180 (7) CAPRIATI $151,052.50 (8) GOLDIE $328,000			
COURT	8/24/2004 1:45:00 PM	LYNN NIHIPALI	30
20)COURT OUTCOME IN OLE			
BIDS	8/23/2004 3:21:00 PM	LAURA DEARMOND	0
Ld) FAXED BID TO CONTRACTORS, DUE BACK 8-30			
MISC	8/16/2004 3:42:00 PM	JESSICA LARRAMENDY	0
JL) N&O mailed both certified and regular mail. Mailed to: West Owens Mgmt LLC, 2440 Legacy Island Cir, Henderson, NV 89074-6158.			
INSP	7/29/2004 5:15:00 PM	LYNN NIHIPALI	15
20)TOOK PHOTOS OF THE FIRE THAT STARTED AROUND 1 PM TODAY, 2 ALARM, 6 HOMES DESTROYED THAT I COULD SEE SENT COPIES TO D SEMENZA, ORLANDO SANCHEZ, DAVID RIGGLEMAN. CB 9/6			
LETTER	7/6/2004 11:06:00 AM	DAVID SEMENZA	1
RECEIVED A LETTER FROM WEST OWENS LLC STATING THEY WILL COME UP WITH A PLAN IN THE NEXT 90 DAYS.			
DIRECT	6/29/2004 5:05:00 PM	LYNN NIHIPALI	3
20)PER DAVE SEMENZA, UT ALL INSPECTIONS ON CALL BACKS ON HOLD FO R 60 DAYS CB 8/30/04			
LETTER	6/21/2004 12:58:00 PM	JESSICA LARRAMENDY	0
JL) N&O sent certified to: David DiMarco, Gary L. Hayes, Gordon & Silvers Ltd, T&B Del Corp, and Sandra DiMarco per DS request.			
LETTER	6/21/2004 12:58:00 PM	JESSICA LARRAMENDY	0
JL) N&O sent certified to: David DiMarco, Gary L. Hayes, Gordon & Silvers Ltd, T&B Del Corp, and Sandra DiMarco			
RECORD	6/17/2004 2:19:00 PM	JESSICA LARRAMENDY	0
JL) Lien in the amount of $85,579.00 recorded at Clark County: Book: 20040617 Inst: 03703			
NOPOST	6/3/2004 10:55:00 AM	VICTORIA ROSEMORE	3
27) POSTED PUBLIC HEARING NOTICE ON-SITE FOR CITY CLERK'S OFFICE. FORWARDED AFFIDAVIT TO JACKIE IN OFFICE.			
PHONE	5/26/2004 2:35:00 PM	LYNN NIHIPALI	3
20)METRO WOULD TAKE CARE OF THE PEOPLE IN SKY VUE AND DAN STILL WITH CITY ATTORNEY'S OFFICE IS ALSO INVOLVED.I EXPLAINED TO DAVE S I WAS IN THE PARK EARLIER, TOOK STATUS PHOTOS AND TERRY PAUL AND TIM STICKLER WITH FIRE PREVENTION GAVE A NOTICE TO VACATE.			
PHONE	5/26/2004 2:35:00 PM	LYNN NIHIPALI	3
20)DAVE SEMENZA CALLED ME ON MY CELL PHONE AND ASKED IF I WAS IN SKYVUE. I SAID NO I WAS AT 1704 & 1708 FAIRFIELD AVENUE SHOWING TIM STICKLER A PROPER LATCHING DEVICE FOR POOL GATES.DAVE TOLD ME TO STAY OUT OF SKY VUE AND FURTHER THAT ERIC FRICKER AND			

MEET	5/26/2004 2:35:00 PM	LYNN NIHIPALI	3

20)THE PARK IMMEDIATELY. ONLY ALLEN WAS ALLOWED, END OF CONVERSATION,

PHONE	5/26/2004 9:15:00 AM	LYNN NIHIPALI	2

20)CALLED TERRY PAUL AT FIRE PREVENTION. I EXPLAINED THAT THE ELECTRICAL WAS BACK ON AND PEOPLE ARE STAYING OVERNIGHT. CB 6/24 AT 0945 TO MEET T PAUL OF FD

PHONE	5/26/2004 9:00:00 AM	LYNN NIHIPALI	115

20)TERRY PAUL, TIM STICKLER AND I WALKED THE PARK FOR STATUS CHECK.THER ARE STILL NUMEROUS PEOPLE STAYING IN SKY VUE.PHOTOS TAKEN FOR THE RECORD.ALLEN HAS SET UP IN THE OFFICE. STEVE AND OTHERS RESIDE IN #97. LARRY RESIDES IN AN MOTOR HOME, ETC.

INSP	5/26/2004 9:00:00 AM	LYNN NIHIPALI	115

20)HIGH WINDS FROM A COUPLE OF DAYS AGON SNAPPED OFF LARGE TREE LIMBS AND HAVE DAMAGED SOME ELECTRICAL AND 1 ROOF ON SPACE #61.T PAUL GAVE TO ALLEN(SECURITY) AN ORDER TO VACATE ALL OTHERS IMMEDIATELY DUE TO THE CITY'S IMMINENT HAZARD ORDER ON FRI MAY 7TH

INSP	5/26/2004 9:00:00 AM	LYNN NIHIPALI	115

20)TO VACATE THE PARK.HE NOTED THAT AN OFFICIAL SECURITY TEAM SHALL BE PROVIDED TO PREVENT VANDALISM AND TRESPASSING IN THE PARK CB 6/23

MEET	5/25/2004 4:25:00 PM	LYNN NIHIPALI	40

20)STATUS CHECK THIS PM.A BED HAS NOW BEEN SET UP IN THE OFFICE, COOKING SUPPLIES, MICROWAVE, HOT PLATE TYPE SKILLET, TV ETC. THERE IS A WHOLE GANG OF MALES AND FEMALES MILKING ABOUT THE PARK.#97 IS STILL OCCUPIED OVERNIGHT(STEVE).MOTORHOME WITH CALI

INSP	5/25/2004 4:25:00 PM	LYNN NIHIPALI	40

20)PLATES MOVED AWAY FROM THE OFFICE AND IS SET UP AT THE FAR SOUTH END OF THE PARK WITH AN EXTENSION CORD SUPPLYING ELECTRICAL POWER. OPEN BOXES EXIST AT A LOT OF THE SPACES AND METERS HAVE BEEN PULLED OUT OF THE METER SOCKETS IN SOME SPACE (DANG).

INSP	5/25/2004 4:25:00 PM	LYNN NIHIPALI	40

20)TO CITE THE OCCUPANTS OR OWNER. CB 5/26

INSP	5/25/2004 4:25:00 PM	LYNN NIHIPALI	40

20)SALVAGE OPERATIONS UNDERWAY BY THE PARK OWNER(REMOVAL OF SIDING,APPLIANCES,WATER HEATERS, ETC) NO MORE HOMES HAVE BEEN REMOVED FROM THE PARK THIS DAY.REPORTS OF OVER 100 CATS REMOVED FROM THE PARK SO FAR. CHECK WITH DAVE & ORLANDO TO SEE IF THEY WANT

INSP	5/20/2004 2:20:00 PM	LYNN NIHIPALI	145

20)AT OFFICIAL SECURITY TO ALERT HER THAT NO ONE MAY STAY OVERNIGHT AT THE PARK EXCEPT FOR ALLEN. I ALSO CALLED DAVE DEMAROS CELL PHONE 429-1011 AND LEFT HIM A VOICEMAIL MESSAGE STATING THIS ALSO. CB 5/24

INSP	5/20/2004 2:20:00 PM	LYNN NIHIPALI	145

20)STATUS CHECK TRAILERS #6 AND #71 HAVE BEEN REMOVED FROM THE PARK.2 MEN HAVE BEEN LIVING AT THE PARK, ONE NAMED LARRY-ONE NAMED STEVE. THEY ARE STAYING IN AN RV MOTOR HOME AND IN SP #97.I POSTED A DO NOT OCCUPY NOTICE ONTHE OFFICE DOOR AND CALLED KAREN

INSP	5/19/2004 3:15:00 PM	LYNN NIHIPALI	15

20)SANDI DIMARCO CALLED AND ASKED IF SHE COULD GET SOMETHING IN WRITING TO TAKE TO THE DA'S OFFICE TO SHOW THAT FAST PLUMBING DID NOT DO THEIR JOB RIGHT. I TOLD HER I COULD GIVE HER A COPY OUT OF THE PLUMBING CODE BOOK OF THE PROPER MATERIALS AND METHODS

INSP	5/19/2004 3:15:00 PM	LYNN NIHIPALI	15

20)REQUIRED TO INSTALL THE SWERE LINES,BUT THAT I HAD 2 PROBLEMS.1)I DID NOT HEAR OR SEE WHAT HIS CONTRACT FOR LABOR AND MATERIALS CONSISTED OF AND 2)THE INSPECTIONS WERE PERFORMED BY THE CLARK CO SOLID WASTE INSPECTOR AMY INDRANI. SHE WAS THE ONE GIVING

INSP	5/19/2004 3:15:00 PM	LYNN NIHIPALI	15

20)APPROVAL OR DENIAL OF THE WORK VEING PERFORMED BY FAST PLUMBING CO.I WAS NOT MUCH HELP FOR HER IN GETTING RELIEF FROM PAYING THE PLUMBER CO COMPENSATION FOR THEIR LABOR AND MATERIALS AT SKY VUE PARK CB 6/3

LETTER	5/17/2004 12:34:00 PM	JESSICA LARRAMENDY	0

JL/DS) Regular/certified letter mailed to Tracy Del Fante, T&B Del Corp, 9389 Verde Way, Las Vegas, NV 89129

LETTER	5/17/2004 12:33:00 PM	JESSICA LARRAMENDY	0

JL/DS) Regular/certified letter mailed to Garry L. Hayes, 199 N Arroyo Grande Blvd, Ste 200, Henderson, NV 89074.

LETTER	5/17/2004 12:31:00 PM	JESSICA LARRAMENDY	0

JL/DS) Regular/certified - Letter mailed to David DiMarco, CCSD Properties Inc. 2440 Legacy Island Cir, Henderson, NV 89074.

LETTER	5/17/2004 12:31:00 PM	JESSICA LARRAMENDY	0

JL/DS) Regular mail/certified - Letter mailed to West Owens Mgmt Group, LLC, Stephanie C. Christiansen, 820 S. Valley View Blvd, Las Vegas, NV 89107

MISC	5/17/2004 10:33:00 AM	L. GORDON	0

MAILED LETTER AND REPORT OF EXPENSES TO PROPERTY OWNERS (T & B DEL CORP.; DAVID DIMARCO, R.A. SEC.; WEST OWENS MGMT GROUP, LLC). JUNE 2 COUNCIL AGENDA

INSP	5/12/2004 3:30:00 PM	LYNN NIHIPALI	15

20)NO MOBILE HOMES HAVE BEEN MOVED YET AND NO NEW CONTRACTORS HAVE BEEN IN THE PARK GIVING ESTIMATES FOR MOVING TO ANOTHER PARK.I AM CONCERNED BECAUSE THE CITY PAID SECURITY GUARDS ARE LEAVING THIS FRIDAY 14TH THE PARK WILL THEN BE SUBJECT TO INVASION

INSP	5/12/2004 3:30:00 PM	LYNN NIHIPALI	15

20)OF VANDALS AND THIEVES.I REFERRED MARIA DIMAS OF SPACE #60 TODAY TO SABRA SMITH AT NEIGHBORHOOD SERVICES.NO FURTHER PROGRESS TO REPORT TODAY. CB 5/17

RECORD	5/7/2004 1:41:00 PM	JESSICA LARRAMENDY	0

JL) RECORDED NOTICE AND ORDER TO ABATE PUBLIC NUISANCE. BOOK: 20040507 INST: 002196.

INSP	5/7/2004 10:00:00 AM	LYNN NIHIPALI	60

20)MOVE THE HOME TO GREEN SPOT TRAILER PARK. CB 5/10

INSP	5/7/2004 10:00:00 AM	LYNN NIHIPALI	60

20)INTERIOR. ONE OF TWO CONCERNS IS THE LOCATION OF THE EVAPORATIVE COOLER ON THE ROOF. IT IS TOO CLOSE TO THE HEATING FLUE(WATER HEATER) A/C OR SWAMP COOLER COPTIONS WERE GIVEN TO THE OWNER.RICHARD SAID HE WOULD FAX OVER TO ME THE ESTIMATE OF COSTS TO

INSP	5/7/2004 10:00:00 AM	LYNN NIHIPALI	60

20)MET WITH OWNER OF #22(JOHN SULLIVAN) AND HIS FRIEND AL GALLEGO AND RICHARDS MOBILE HOME SERVICE OWNER AT SKY VUE PARK. THE SKIRTING HA BEEN REMOVED SO THAT AN INSPECTION UNDER THE HOME CAN BE PERFORMED AND OWNER LET RICHARD INSIDE TO INSPECT THE

PHONE	5/5/2004 8:15:00 AM	LYNN NIHIPALI	5

20)CALLED RICHARD'S MOBILE HOME SERVICE, I EXPLAINED WE NEED THE ESTIMATES FOR MOVING UNITS #71 AND #6 ASAP.HE WAS GIVEN THE OWNER OF 71"S PHONE #(CELL) SO THAT THEY COULD ARRANGE A TIME TO MEET ON SITE TO LET HIM INSIDE TO FINISH UP THE ESTIMATE.

PHONE	5/5/2004 8:15:00 AM	LYNN NIHIPALI	5

20)HE STATED #6 WAS OPEN WHEN HE WAS THERE ON 5/3/04 IWTH ME. HE IS TO FAX OVER THE ESTIMATES TO 598-3938 THIS AFTERNOON.

INSP	5/3/2004 1:30:00 PM	KATHY STEWART	180

20) Inspection attached in OLE.

INSP	5/1/2004 9:00:00 AM	LYNN NIHIPALI	60

20)OFFICE, SECURITY LITES AND ANY OUTDOOR GFCI PROTECTED RECEPTACLES WILL BE ALLOWED TO REMOAIN INTACT WHILE THE PARK IS CLEASED AND BEING RENOVATED. CB 5/3

INSP	5/1/2004 9:00:00 AM	LYNN NIHIPALI	60

20)MET OWNER DAVE DIMARCO ON SITE. I GAVE HIM A CORRECTION NOTICE OUTLINING WHAT IS REQUIRED IN REGARDS TO THE ELECTRICAL SERVICE THAT THE FIRE DEPT IS GOING TO ALLOW.ALL OF THE TAPS TO THE PARK SPACES MUST BE SEVERED AT THE DROPS BY THE HOMES.ONLY THE

INSP	4/30/2004 4:00:00 PM	LYNN NIHIPALI	300

20)THE PARK WAS OFFICIALLY CLOSED TODAY.I SHUT OFF THE GAS TO #44.WE COULD SMELL A LEAK INSIDE THE HOME.THERE WA A MAJOR WATER LEAK AT SP #2.2 PIX TAKEN,9 HOMES WERE STILL OCCUPIED. A WOMAN IN #77 WAS TAKEN TO THE MEDICAL CENTER FOR MENTAL EVALUATION.

MISC	4/30/2004 4:00:00 PM	LYNN NIHIPALI	300

20)CITY OFFICIALS ON SITE INCLUDED:BETSY FRETWELL,DAVID RIGGLEMAN,THOM COOLEY,DAVID SEMENZA,CITY MARSHALS,NEIGHBORHOOD SERVICES STAFF FOR THE TRIAGE CENTER, CMN WEEKLY,RICKI BARLOW,ERIN HERNANDEZ,ORLANDO SANCHEZ,BOB FASHAND TERRY PAUL, AND OTHERS.

INSP	4/30/2004 4:00:00 PM	LYNN NIHIPALI	300

20)FIRE DEPT DETERMINED THAT ALL OF THE GAS SOULD BE SHUT OFF OR REMOVED. BOB FASH AND TERRY PAUL DETERMINED THAT ALL OF THE SERVICE DROP TAPS OF THE INDIVIDUAL SPACES SHALL BE SEVERED AND SEALED FROM WEATHER.CB 5/1 TO MEET WITH DAVE DIMARCO

RESEAR	4/29/2004 5:00:00 PM	KATHY STEWART	-150

20) Process photos, prepare report to be entered in the Sky Vue file.

COURT	4/29/2004 9:00:00 AM	KATHY STEWART	210

20) In District Cout #4, Judge Kathy Hardcastle presiding. City of Las Vegas revailed in lifting the TRO not to vacate the park. The city man now go ahead administratvely to vacate the park.

RESEAR	4/29/2004 7:30:00 AM	KATHY STEWART	90

20) Process photos & prepare yesterday's report for the record.

MEET	4/28/2004 3:00:00 PM	KATHY STEWART	180

CONT'D) Council voted to close the park as posted. There is a district court hearing @ 9:00 a.m. in Judge Judy Hardcastle's courtroom to see if she will allow the city to close the park. C/B 4/29.

MEET	4/28/2004 3:00:00 PM	KATHY STEWART	180

20) Presentations & arguments were heard by the City Council & Mayor @ Council Chambers. All interested parties were present. I spoke @ the podium with Betsy Fretwell, Terry Paul, Fire Dept., & other city employees. After all the discussions were over,

DIRECT	4/28/2004 8:30:00 AM	ERIN HERNANDEZ	0

re-scheduled Jim's call back date due to Sky-Vue matters that he needs to handle.

INSP	4/28/2004 6:30:00 AM	KATHY STEWART	420

CONT'D) current status of the park. Mr. Rooter showed up with two tracks & 2 men to check the site & prepare a quote for the owners on the balance of the sewer lines & potable waterlines. Thom Cooley & Tom Gugino, supervisors from Building & Safety were

INSP	4/28/2004 6:30:00 AM	KATHY STEWART	420

20) Prepared photos & reports for the City Attorney's office to file an appeal to District Court to stop or remove the TRO (Temporary Restraining Order) obtained by the DiMarco's attorney's, Martin L. Welsh & Gary Hayes. I went to the park @ 11:30 & took

INSP	4/28/2004 6:30:00 AM	KATHY STEWART	420

CONT'D) present & we showed the plumbers several of the homes & what needed to be done. C/B 4/29.

INSP	4/22/2004 1:00:00 PM	KATHY STEWART	165

CONT'D)20) reasons besides not having a permit or licensed plumber installing it. I told Sandi DiMareo that she would be receiving a citation for the infraction. Check back @ 9:00 a.m. 4/26.

INSP	4/22/2004 1:00:00 PM	KATHY STEWART	165

CONT'D)20) line installation @ Space #44. I took photos of it. The man doing the work was not a licensed plumber, which is contrary to CCHD court order & my permit required notice (prior). I turned the work down as it does not meet code for several

INSP	4/22/2004 1:00:00 PM	KATHY STEWART	165

CONT"D)20) Division, taking photos & updating. After conferring with her, it was clear the owners are not fully complying & they let the licensed plumber go because Sandi DiMareo states they were to expensive. Owner asked me to check the potable water

INSP	4/22/2004 1:00:00 PM	KATHY STEWART	165

20) Met Terry Paul of Fire Dept. on site. He posted 15 empty mobile homes to "not be occupied" until approved by the City to re-enter. I took status photos & found more leaks under & around various mobile homes. Amy Irani was there from CCHD Solid Waste

MISC	4/21/2004 7:00:00 AM	LYNN NIHIPALI	5

20)THERE WILL BE A CITY COUNCIL HEARING AND STATUS CHECK MEETING AT 900 THIS AM.GLEN SAVAGE FROM CCHD SOLID WASTE DIV WILL ALSO BE PRESENT AS THERE WILL BE AN UPDATE.

INSP	4/20/2004 1:30:00 PM	LYNN NIHIPALI	90

20)JOURNEYMAN'S CARD, HE COULD NOT PRODUCE IT.I SPOKE WITH HIS FATHER ON A CELL PHONE AND EXPLAINED A PERMIT WAS REQUIRED AND A STATE LICENSED PLUMBER WAS NEEDED AS THIS WAS MORE THAN JUST MAINTENANCE OR A SIMPLE LINE REPAIR.OWNER SANDI DIMARCO WAS ALSO

INSP	4/20/2004 1:30:00 PM	LYNN NIHIPALI	90

20)ADVISED OF THIS AND WAS GIVEN THE PAPERWORK FOT THE PROPER PROCEDURES TO BE FOLLOWED.IT INCLUDED 1)REPAIR/REPLACE ALL BROKEN 2" SANITARYVENT PIPES AND PROPERLY SUPPORT THEM,2)INSTALL NEW POTABLE WATER LINES W/A BACKFLOW PREVENTION DEVICE,

INSP	4/20/2004 1:30:00 PM	LYNN NIHIPALI	90

20)3)REPAIR/REPLACE ALL ELECTRICAL BOXES TO A MINIMUM CODE REQUIREMENTS.SOME ARE NOT LISTED FOR OUTSIDE USE, 4)OTHER ITEMS ON ATTACHED SHEET.

INSP	4/20/2004 1:30:00 PM	LYNN NIHIPALI	90

20)MET WITH 3 CCHD HEALTH INSPECTORS ON SITE. I WAS CHECKING ON POTABLE WATER LINES PROGRESS.THEY SAID FAST PLUMBING HAD BEEN FIRED AND NOW CASEY CONST HAS BEEN HIRED.THE COMPANY'S SON WAS INTRODUCED TO ME.HOWEVER,UPON ASKING FOR HIS CREDENTIALS OR

MEET	4/19/2004 2:00:00 PM	LYNN NIHIPALI	90

20)MEETING RESULTS IN OLE

COURT	4/13/2004 9:00:00 AM	LYNN NIHIPALI	35

20)ASSURANCE THAT NO ONE WOULD BE PUT OUT ON THE STREET TONIGHT)THAT HE WOULD ONLY TAKE THE CASE IF THIS CONTIION WAS MET AND ORLANDO SAID THAT HE COULD GIVE THE PARK UP TO TWO WEEKS TO COMPLY

COURT	4/13/2004 9:00:00 AM	LYNN NIHIPALI	35

20)IN DEPT #4, JUDGE BERT BROWN IS TO HEAR THE CASE MAY 4TH AT 0900. STATUS CHECK-WE FOUND OUT IN CART TB DELCORP IS NOT NOW THE OWNER. WILL HAVE TO GET THAT INFO FROM COUNTY ASSESSOR.ORLANDO SANCHEZ IN COURT TOLD JUDGE BROWN (AS JUDGE BROWN WANTED AN

INSP	4/12/2004 1:15:00 PM	LYNN NIHIPALI	120

20)PROCESSED THE LATEST PHOTOS OF VARIOUS INFRACTIONS OF THE PARK WHICH INCLUDES EXTERIOR PLUMBING,ELECTRICAL AND MECHANICAL VIOLATIONS AND ALSO VIEW OF THE HOMES THEMSELVES & THE POOR EXTERIOR CONDITION THEY ARE IN.ALSO MET WITH CITY ATTY LARRY BETTIS

INSP	4/12/2004 1:15:00 PM	LYNN NIHIPALI	120

20)ON THE 9TH FLOOR AND GAVE HIM COPIES OF THE CODES FOR HIS RECORDS AND THE COURT CASE BEING FILED AGAINST THE OWNER.THERE IS A SHOW CAUSE HEARING TOMORROW IN DEPT 6 WITH JUDGE BROWN.CCHD INSPECTORS WILL BE PRESENT AS WELL AS CITY TEAM MEMBERS TO CHARGE

INSP	4/12/2004 1:15:00 PM	LYNN NIHIPALI	120

20)OWNER WITH CODE VIOLATIONS AND POSSIBLE FINES FOR SERIOUS PUBLIC ENDANGERMENT CHARGES.AN UPDATE OF THE CASE WILL BE MADE AFTER THE COURT HEARING ON 4/13 IN DPT 6 AT 0900

INSP	4/5/2004 10:00:00 AM	LYNN NIHIPALI	150

20)SHOULD BE CLOSED TIL THE PARK CAN BECOME A SAFE HAVEN FOR ITS TENANTS. CONTINUING MY INSPECTIONS ON 4/6 TO ASSIST IN EVALUATION OF THE PARK VIOLATIONS AND IMMEDIATE NEEDS AND CONCERNS.PHOTOS TAKEN THIS MORNING OF VIOLATIONS. CB 4/6

INSP	4/5/2004 10:00:00 AM	LYNN NIHIPALI	150

20)ALL ITEMS REGARDING THIS PARK WERE DUSCUSSED. IN PARTICULAR, THE PUBLIC SAFETY AND HEALTH HAZARDS AND CONCERNS. A COMPLETED REPORT OF INDIVIDUAL COACH INSPECTIONS WAS REQUESTED BY O SANCHEZ BE READY FOR HIM BY 4/7 AT NOON.CCHD REPS FEEL THAT THE PARK

INSP	4/5/2004 10:00:00 AM	LYNN NIHIPALI	150

20)MET AT SITE WITH CCHD SANITARIANS. PUBLIC HEALTH NURSES WENT ALSO ON SITE CHECKING INTERIORS OF THE COACHES FOR HEALTH CONCERNS SUCH AS MOLD, ECOLI ETC. MEETING WAS HELD AT CITY HALL 2ND FLR CONFERENCE ROOM (ATTENDEES IN OLE).

INSP	4/1/2004 9:30:00 AM	LYNN NIHIPALI	330

LN)INSPECTION IN OLE

PHONE	3/30/2004 8:30:00 AM	LYNN NIHIPALI	17

20)TO ENFORCE BLDG AND ZONING CODE ISSUES.I ASKED HIM IF HE WOULD HAVE THE DIRECTOR EMAIL P WILKINS AND CC ORLANDO SANCHEZ WITH THIS INFO AND SEE WHAT CLVS WISHES ARE.

MISC	3/25/2004 9:51:00 AM	MARIA VIGIL	0

(CONT.) OCCASIONS, BUT WILL NOT FIX PROBLEMS. THIS HAS BEEN GOING ON FOR MONTHS.EMAILED OFFICER THE INFORMATION

MISC	3/25/2004 9:47:00 AM	MARIA VIGIL	0

BILLY LOWMAN,NO PHONE, LIVES IN #39. HE SAYS THAT THERE IS A RAW SEWAGE SWAMP IN HIS BACK YARD. THERE IS ALSO WATER RUNNING ACROSS HIS ELECTRICAL BREAKER BOX, EXTREME FIRE HAZARD. HIS SWAMP COOLER IS LEAKING WATER. MGT HAS BEEN INFORMED ON NUMEROUS(CONT)

PHONE	3/25/2004 7:40:00 AM	LYNN NIHIPALI	10

20)I CALLED G CHILDERS AGAIN ON 3/25 AT 0740 AND LEFT A MESSAGE TO CALL ME.

MISC	3/25/2004 7:40:00 AM	LYNN NIHIPALI	10

20)OWNER HAS NOT PROVIDED ME A LIST OF THE PARK OWNED HOMES AND OWNER OCCUPIED HOMES.THERE WAS SOME OUTSIDE STORAGE PROBLEMS I WROTE UP A CN FOR THE OWNER TO COMPLY WITH

INSP	3/24/2004 1:35:00 PM	LYNN NIHIPALI	70

20)NO REPLY YET.

INSP	3/24/2004 1:35:00 PM	LYNN NIHIPALI	70

20)HE TOLD B JONES(COMPLAINANT)THAT THE MOBILE HOMES WERE THE RESPONSIBILITY OF THE STATE OF NV. OUR LOCAL JURISDICTION WOULD BE PARK SAFETY SUCH AS THE OFFICE AND LAUNDRY ROOM BLDG.I HAVE FAXED GARY CHILDERS AND HIS INSPECTORS AT THE STATE OF THE EVENTS

INSP	3/24/2004 1:35:00 PM	LYNN NIHIPALI	70

20)PHOTOS TAKEN-SANDY DEMARCO WAS ON SITE(OWNER) THE UNDERGROUND LEAK TO #72 WAS REPARIED BY S/W GAS CO.THE OTHER 5 UNITS CALLED IN WERE LOCKED FOR NONPAYMENT OF THE GAS BILL, NOT BECAUSE THEY WERE LEAKING. THOM COOLEY WAS PRESENT FOR THE INSPECTION.

CHECK	3/23/2004 4:37:00 PM	ERIN HERNANDEZ	0

FROM OTHER CASE:SW GAS HAS SHUT OFF GAS IN THE FOLLOWING UNITS NICOLE BLOUNT 17,QUEEN JACKSON 72,BETH JONES 73,KATHY BEYEA 76,TAMI CRAMER 90, JERVASA ARNOLD 55 PHONE 649-9548. MOST UNITS HAVE BROKEN WINDOWS, PLUMBING, ELETRICAL, AND WEAK FLOOR PROBLEMS

DIRECT	3/23/2004 4:35:00 PM	ERIN HERNANDEZ	0

THIS IS NOW A CAR THERE WERE TWO OPEN CASES ON ADD CLOSED 5651 IN ORDER TO BETTER TRACK AND ADDED COMPLAINT TO THIS CASE. PER DS DIRRECTIVE. ERH

Time in minutes: **6666**

APN 139-27-502-003
Ref # - 9167

NOTICE AND CLAIM OF LIEN OF ASSESSMENT

TO: **WEST OWENS MANAGEMENT GROUP, LLC**
CCSD PROPERTIES, INC.; DAVID DiMARCO;
SANDI DiMARCO; AND T & B DEL CORP.
(Reputed Owner(s)) at time of abatement.

Assessor's Parcel No.:	**139-27-502-003**
Commonly known as:	**15 WEST OWENS AVENUE**
Legal Description:	**PT NW4 NE4**
	SEC 27 20 61

On **September 28, 2004**, as provided in the Municipal Code, 16.08, Section 302, the City of Las Vegas caused the abatement of a nuisance condition on the following property after due notification.

Expenses in the amount of **$137,055.40** were incurred by the City of Las Vegas in the above nuisance condition abatement procedure.

The Las Vegas City Council, at a duly noticed public hearing held on **November 3, 2004**, ordered the above charges inhe amount of **$137,055.40**, assessed against the property by means of a Lien of Assessment, such a lien to be duly recorded and certified copies of said lien given to the County Treasurer for collection as ordinary property taxes. Said lien shall also be prior to and superior to all liens, claims, encumbrances and titles, other than liens of assessment and general taxes. All laws applicable to the levy, collection, and enforcement of property taxes shall be applicable to this lien.

All or any portion of this lien of assessment, which remains unpaid after 30 days from the date of the recording thereof on the assessment roll, shall become delinquent and shall accrue interest at the rate of 7 percent per annum from and after said date. This lien shall continue until the assessment, which forms the subject matter thereof, and all interest due and payable thereon, shall have been paid in full.

BARBARA JO RONEMUS, City Clerk
400 Stewart Avenue
Las Vegas, NV 89101 - (702) 229-6311

STATE OF NEVADA)
)
COUNTY OF CLARK)

BARBARA JO RONEMUS, being duly sworn, deposes and says that she is the person who executed the foregoing instrument on behalf of the City of Las Vegas and that she has read the same and knows the contents thereof, that the matters stated herein are true to her own knowledge, except such matters as are stated to be on information and belief, and as to those matters, she believes them to be true.

BARBARA JO RONEMUS, City Clerk

Subscribed and sworn to before me this 4th day of November, 2004

NOTARY PUBLIC, in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
BEVERLY K. BRIDGES
My Appointment Expires
July 10, 2005
No. 93-4081-1

WHEN RECORDED, RETURN TO:
CITY OF LAS VEGAS, DEPARTMENT OF NEIGHBORHOOD RESPONSE
400 STEWART AVENUE
LAS VEGAS, NV 89101

LAW OFFICE OF

GARRY L. HAYES

A PROFESSIONAL CORPORATION

199 N. ARROYO GRANDE BLVD., STE. 200

HENDERSON, NEVADA 89074

TELEPHONE: (702) 434-3444 FACSIMILE: (702) 434-3739

www.lvlaw.com

GARRY L. HAYES

MARTIN L. WELSH

October 20, 2004

[ ] U.S. MAIL
[ ] CERTIFIED MAIL
[ ] FACSIMILE
[ ] OVERNIGHT
[X] HAND DELIVERY
[ ] E-MAIL

HAND DELIVERED

Bradford R. Jerbic, City Attorney
400 Stewart Avenue, Ninth Floor
Las Vegas, NV 89101

Re: Sky Vue Mobilehome Park – Agenda Item No. 73
October 20, 2004 City Council Meeting

Dear Mr. Jerbic:

I am advised that Item 73 on the October 20, 2004 City Council Hearing Agenda is to consider a recommendation that a lien be recorded against the Sky Vue Mobilehome Park property in the amount of $131,555.40.

As I have stated to you in a previous letter, the property owner is in bankruptcy and thus I believe that any action that the City Council takes to lien the property is barred as a result of the bankruptcy automatic stay.

I understand also that persons and entities that do not own the real property are being named in the action by the City Council. Such action and proposed lien is limited to the property owner and it is outside the legal authority of the City to impose liens and obligations against persons and entities that do not own the property deemed to be a public nuisance.

Without waiving any of the above-referenced objections, my clients also object to the amount of the lien as being excessive and includes payments made for work beyond the scope of what was required to abate the nuisance. These objections were stated in more detail in the action previously taken by the Council.

Sincerely,

LAW OFFICE OF GARRY L. HAYES

GARRY L. HAYES, ESQ.

GLH:ew

CITY COUNCIL MEETING OF
October 20, 2004

VERBATIM TRANSCRIPT – ITEM 73

PUBLIC HEARING TO CONSIDER THE REPORT OF EXPENSES TO RECOVER COSTS FOR THE ABATEMENT OF DANGEROUS BUILDINGS, A PUBLIC NUISANCE AND AN IMMINENT HAZARD LOCATED AT 15 WEST OWENS AVENUE. PROPERTY OWNERS: WEST OWENS MANAGEMENT GROUP, LLC, CCSD PROPERTIES, INC., DAVID DIMARCO, SANDI DIMARCO, AND T & B DEL CORP.

Appearance List:

OSCAR GOODMAN, Mayor
ORLANDO SANCHEZ, Director, Neighborhood Services
ELIZABETH DEL FONTE, T & B Del Corp.
DAN STILL, Deputy City Attorney
BRAD JERBIC, City Attorney
STEPHANIE COOPER CHRISTENSEN, Attorney, representing Del Fonte Family Trust
LAWRENCE WEEKLY, Councilman
GARY REESE, Councilman
BARBARA JO RONEMUS, City Clerk

(1:06 – 1:17/1:30 – 1:31)
3-81/3-842

12 minutes

Typed by: Angela Crolli
Proofed by: Stacey Campbell

VERBATIM TRANSCRIPT – ITEM 73

MAYOR GOODMAN

Item 73, public hearing to consider the report of expenses to recover costs for abatement of dangerous buildings and public nuisance and an imminent hazard located at 15 West Owens Avenue. The property owners are West Owens Management Group, LLC, CCSD Properties, Inc., David Dimarco, Sandi Dimarco and T & B Del Corp. This is in Ward 5.

Are any of the folks who are associated with this present today? This is commonly known as the Sky Vue issue. Okay. Anybody else? Okay, this is the time to be heard, so, we'll start off with our good Director of Neighborhood Services.

ORLANDO SANCHEZ

Mayor and Council, Orlando Sanchez, Neigh, Director of Neighborhood Services. On August 16th, 2004 a Ten-Day Notice and Order to abate dangerous building demolition was mailed to all parties that had a vested interest in the property. The Notice and Order was sent due to three fires that occurred in the property over the last, for over the last month. July 29th was the first. August 14th and August 20th were the third. No appeal was – filed against – our Notice and Order. We did receive a letter from Garry Hayes Esquire informing us that West Owens Management LLC is in bankruptcy and that, quote, I believe that the bankruptcy automatically stay would preclude any further action on this matter until such time as the automatic is lifted. I suggest you contact West Owens Management LLC bankruptcy, and gave the phone number. On conference with our Attorney's Office, they said to move forward. The bankruptcy has nothing to do with this. So, we're moving forward with the item.

K.O. Const, we awarded the contract to K.O. Construction on September 8th in the amount of $73,500. The work was completed in September 28, 2004. The bids came in and range from 73,500 to three thousand, to three hundred and twenty-eight thousand. So, of course, we went with the low bid. The cost of armed security, in light of the three fires that occurred, we – thought it was on our best interest to go out there and have it secured, especially for our firemen and women that go out there and try to put out the fire. That cost came in at 40,896 and our 15% administrative fee came out to seventeen thousand and one hundred fifty-nine forty. In addition, one thing I left off, and I'd like to add on, if it's possible, is $5,500 for the asbest, asbestos abatement report that we had to have done in order for us to get the property dem, demolished.

The, it is the recommendation of Neighborhood Services that you approve the report of expenses in the amount of one hundred thirty seven thousand fifty-nine dollars and forty cents, and that a lien of assessment be filed against the property and the Notice of Lien be duly recorded with the County Treasure's Office.

MAYOR GOODMAN

Thank you very much. All right. Any questions of Mr. Sanchez? All right. This is a public hearing folks, so, we'll hear from anybody who has the desire to speak to us. Yes, Ma'am.

ELIZABETH DEL FONTE

My name is Elizabeth Del Fonte and I'm here for my husband, Tracy Del Fonte. He can't be here. He's in court right now. I brought some paperwork to prove that we're – listed as T & B Del Corp, that we actually do not own the property or we never had possession of it. I have, like the recorded trustee deed upon sale and dates so that, you know, it can be known that we really don't have anything to do with this, but yet we're still listed. We're the –

MAYOR GOODMAN

I appreciate that. If you be –

ELIZABETH DEL FONTE

– first lien holders.

MAYOR GOODMAN

– if you'd be kind enough to pass those up. Do you have copies?

ELIZABETH DEL FONTE

Yeah. Well, these are mine. I didn't make copies.

MAYOR GOODMAN

Okay. If you be kind enough to pass them up to Ms. Ronemus. Ms. Ronemus, would you give them to Mr. Still, please to take a look at, and Mr. Still will tell us what he thinks the status is.

DAN STILL

Okay, Your Honor, I've had a chance to look at this, there's a Grant Bargain and Sale Deed from T & B Del Corp. to Owens, West Owens Management, LLC, dated purportedly April 1st, two thousand and four, not a certified document, nonetheless, we can take her, well, I guess, we can, you can decide whether you want to take her word for it or not. I don't think it makes a lot of difference since the lien will be recorded and the, who is responsible to pay the lien will take place in escrow when the Title Company does a title search, and our liens show up amongst other competing first, seconds, thirds, whatever is on the property. So, we can take, I suppose, judicial notice of this Grant Bargain and Sale Deed.

MAYOR GOODMAN

All right. I'll – do that. Thank you.

BRAD JERBIC

Your Honor, if I could –

MAYOR GOODMAN

What –

BRAD JERBIC

– make a suggestion?

MAYOR GOODMAN

Yes, certainly, Mr. Jerbic.

BRAD JERBIC

If at the end of this presentation you could approve it as is, and what we'll do, because we don't have sufficient time, I think, at this hearing to examine all the documentation and (inaudible) to within, to the discretion of our office, that if we determine that they shouldn't be on it, then we'll remove them at the appropriate time.

MAYOR GOODMAN

Of course, I would expect that. What we'll do is, with your permission, we'll make copies of these and then return the originals to you.

ELIZABETH DEL FONTE

Okay.

MAYOR GOODMAN

Okay? Very good. Anybody else like to be heard?

ELIZABETH DEL FONTE

Actually, I'm not really (inaudible)

STEPHANIE COOPER CHRISTENSEN

Stephanie Cooper Christensen, I'm actually representing the Del Fonte Family Trust. I was a little late because of the rain. I apologize.

MAYOR GOODMAN

She did better than you can.

STEPHANIE COOPER CHRISTENSEN

Well, I – am not going to try and act on what she said.

MAYOR GOODMAN

Okay.

STEPHANIE COOPER CHRISTENSEN

I'm certainly not going to take up extra time by that. I simply wanted to put on the record that I have actually filed an objection to the amounts that have been assessed, and basically, whether or not the proper procedure were utilized collecting bids. The only itemization that we were able to

get from Neighborhood Response was a flat amount of $73,500, which had a one-line itemization, which I personally would not have paid if that work had been on my house. But yet a check seemed to have been cut within 30 days from the City, and I don't see any – explanation as to what exactly was accomplished for $73,500, as well as the fact that the security officers and so forth, that were actually hired seemed to have been hired at a time and – at a, an amount that seems excessive. And, so we had filed an objection. We have that on record with the court –

MAYOR GOODMAN

Good. I appreciate that. Thank you.

STEPHANIE COOPER CHRISTENSEN

– counsel.

MAYOR GOODMAN

You're representing whom?

STEPHANIE COOPER CHRISTENSEN

The Del Fonte Family Trust.

ELIZABETH DEL FONTE

The Del –

GOODMAN

Okay. Well, hopefully, you won't have to represent them much longer, based on the representations on the – deed.

STEPHANIE COOPER CHRISTENSEN

We're still the secured interest holder. So, we're still at issue here.

MAYOR GOODMAN

Okay. Very good. Happy to have you here.

STEPHANIE COOPER CHRISTENSEN

Thank you.

MAYOR GOODMAN

Okay. Would anybody else like to speak on this issue?

DAN STILL

Mayor?

COUNCILMAN WEEKLY

Dan?

DAN STILL

Could – we get some clarification since counsel is here. They say they still have some kind of interest in the property, but yet we've got a Grant Sale, Bargain Sale Deed that says they granted it to Owens, West Owens Management. So, could you explain that, counsel? I'm not clear.

STEPHANIE COOPER CHRISTENSEN

Sure. Actually, what happened is, after, with the foreclosure sale and it was in their names, they have sold it to the current owners, and they actually are holding a Deed of Trust.

ELIZABETH DEL FONTE

We're in first position.

STEPHANIE COOPER CHRISTENSEN

So, they're in the first position, first security.

DAN STILL

So, T & B still has a first on the property.

STEPHANIE COOPER CHRISTENSEN

Absolutely.

ELIZABETH DEL FONTE

Yes.

DAN STILL

Okay.

STEPHANIE COOPER CHRISTENSEN

But, we're not an owner. We're simply an, security.

DAN STILL

Security.

STEPHANIE COOPER CHRISTENSEN

Secured creditor.

DAN STILL

Understood.

MAYOR GOODMAN

All right. Very good. Thank you. Anybody else folks, before I close the public hearing? All right. I'm going to close the public hearing. Are there any comments on the part of the Council members? Councilman Weekly?

COUNCILMAN WEEKLY

Yes. Thank you very much. I'd like to just thank Orlando Sanchez and his staff so very much for working on this particular item here. It's become a, well, not become, but it's been a true nightmare for us in this part of the City, and I'm just very grateful that no lives have been lost as a result of everything that we've had to endure dealing with this property. And so, I can understand you all's representation here today, but I fully support the – directions of staff today and I know that the Mayor had some additional comments that they'd like to put on the record. But this has become a media frenzy that's way out of control and needs to be put to rest as soon as possible. So, with that, Your Honor, I'll yield to you, please.

MAYOR GOODMAN

Thank you, Councilman. I appreciate it. Anybody else? All right. Basically, my position is that this has been an horrendous experience for the City of Las Vegas and for our constituents who lived at Sky Vue. I – feel that the conduct on the part of those responsible for assuring the well-being of the residents of a business where they're charging good money to provide services, have an obligation to maintain the area. I feel that the area was in a state of uninhabitability, that it was dangerous, that people were preyed upon, they were taken advantage of, and fortunately we were able to move them out without any loss of life or limb. That the property, in effect, was abandoned to the point that people could have lost lives. There were fires there. There was theft. There was a blight and it's almost as though in a cavalier fashion the – owners treated the – City very, very chavaly.

So, with that, **my motion is to approve the lien to be placed on the property in the amount of one hundred and thirty-six thousand five hundred and fifty-five dollars and forty cents, and that lien is there subject to any direction from the bankruptcy court, should we receive the same. And I'm also directing the City Attorney to go after the property owners, West Owens Management Company and David Dimarco and Sandy Dimarco, personally and individually, to recover the one hundred and thirty one, six thousand five hundred and fifty-five dollars and forty cents that the City had to expend as a result of their conduct. That's my motion. Let's vote on it.** Post. Motion carries. Thank you. **(Motion carried unanimously)**

VERBATIM TRANSCRIPT – ITEM 73

END OF RELATED DISCUSSION

RESUMED RELATED DISCUSSION

MAYOR GOODMAN

I've been asked to recall Item Number 73. Item Number 73 is the public hearing to consider the report of expanses to recover costs for abatement of dangerous buildings, a public nuisance and an imminent hazard located at 15 West Owens. The property owners are West Owens Management Group, LLC, CCSD Properties Inc., David Dimarco, Sandy Dimarco and T & B Del Corp. Ward 5.

COUNCILMAN REESE

Yes, Your Honor, **I'll make a motion to rehear this item, please.**

MAYOR GOODMAN

All right. Let's vote on that, please. Post. Motion carries. **(Motion carried unanimously with BROWN not voting)**

COUNCILMAN REESE

Thank you. City Clerk?

BARBARA JO RONEMUS

Yes, Sir.

COUNCILMAN REESE

Madam Clerk, could you give us the figure that was read into the record for the cost of the abatement?

BARBARA JO RONEMUS

I had one hundred and thirty-six thousand five hundred and fifty-five dollars and 40 cents.

COUNCILMAN REESE

It's 137.

MAYOR GOODMAN

Well, because your Mayor can't add, I would like to **amend my motion, same motion exactly, but the figure should be a hundred thirty seven thousand fifty-five dollars and forty cents.** Okay? That's the motion. You have that Ms. Ronemus?

BARBARA JO RONEMUS

(Inaudible)

MAYOR GOODMAN

A hundred thirty seven thousand and fifty five dollars and forty cents. All right. Thank you. Let's vote on that, please.

COUNCILMAN REESE

Saint Louis two to one.

MAYOR GOODMAN

Post. Motion carries. **(Motion carried unanimously with BROWN not voting)** And the score is Saint Louis two to one.

(END OF DISCUSSION)

/ac;slc

City of Las Vegas

Agenda Item No. 74

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: ROBERT GENZER ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:
DIRECTOR'S BUSINESS

DIR-5079 - ABEYANCE ITEM - APPLICANT/OWNER: SCOTCH EIGHTY HOMEOWNERS ASSOCIATION - Appeal of Director's decision per Title 19.00.070.F to deny the application of a Petition to Vacate public streets located within the Scotch Eighty Subdivision for failure to comply with Title 19.04.040, Ward 1 (Moncrief). Staff recommends DENIAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	**Planning Commission Mtg.**	0
City Council Meeting	0	**City Council Meeting**	0

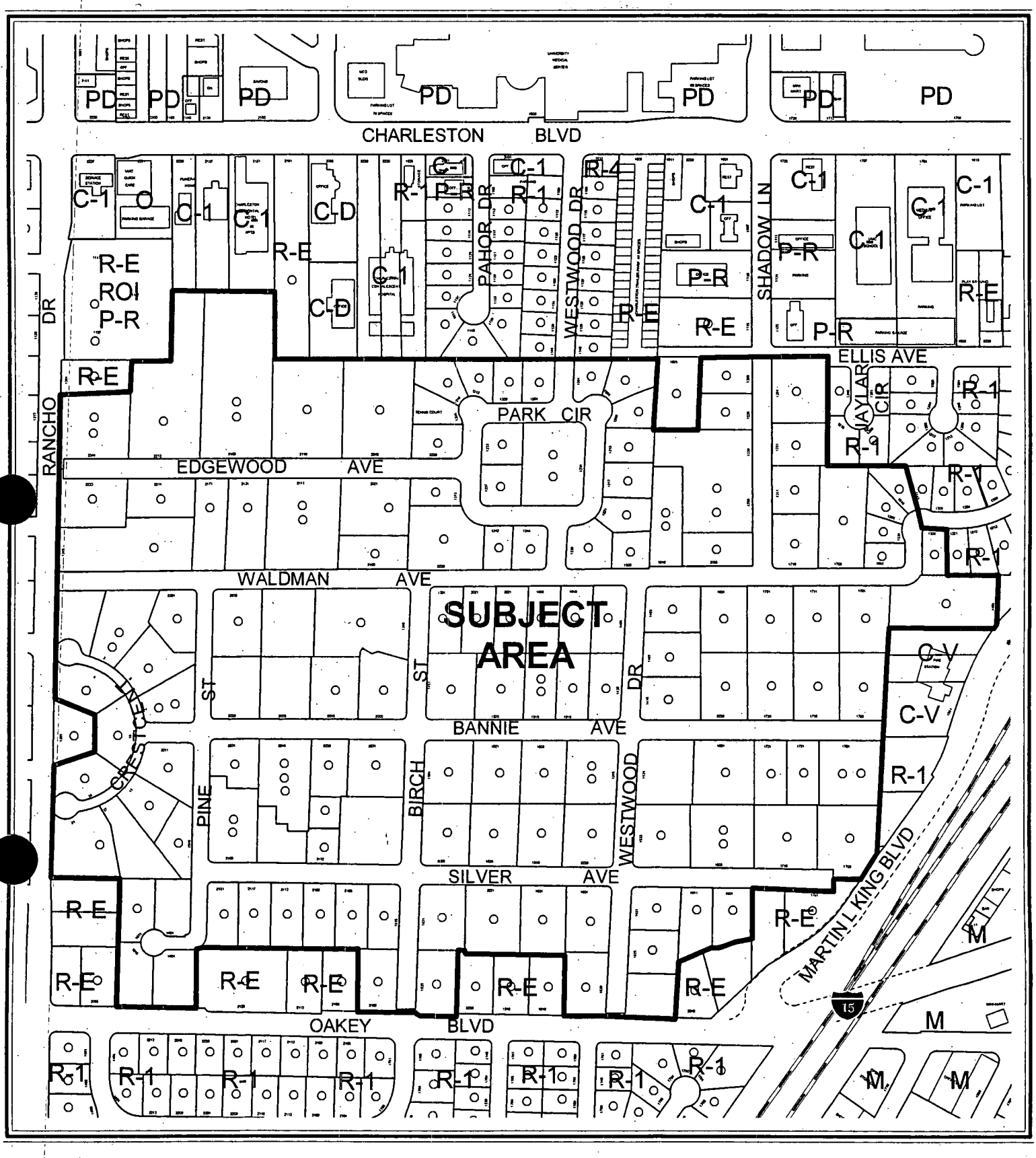
RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Location Map
2. Conditions For This Application- Not Applicable
3. Staff Report
4. Appeal letter from Richard McKnight, Esq.
5. Submitted at City Council - Opinion memo from Deputy City Attorney Bryan Scott for Item 74 [DIR-5079] and Item 86 [VAC-4071]

MOTION:
REESE - Motion to STRIKE Item 100 [SUP-4918] and to HOLD IN ABEYANCE Item 74 [DIR-5079] to 12/15/2004 - UNANIMOUS with GOODMAN abstaining on Item 74 [DIR-5079] because it relates to the Scotch 80's subdivision where he resides, and any action could directly affect his property value

MINUTES:
ROBERT GENZER, Director, Planning and Development Department, indicated that on Item 74 [DIR-5079], the applicant's representative verbally requested that the item be held in abeyance until the 12/15/2004 City Council meeting. ATTORNEY RICHARD McNIGHT, 330 South 3rd Street, confirmed the request and explained they need the time to determine whether they will pursue this appeal.

NOTE: Under Item 86 [VAC-4071] MAYOR GOODMAN submitted an opinion memo from the City Attorney's Office indicating his abstentions on Item 74 [DIR-5079] because it relates to the Scotch 80's subdivision where he resides, and Item 86 [VAC-4071] because one of the neighbors who will be most affected is his law partner.
(1:03 - 1:06)
3-1



0 300 600 Feet

CASE: DIR-5079

ZONING OF SUBJECT PROPERTY:
R-E (RESIDENCE ESTATES) AND R-1 (SINGLE-FAMILY RESIDENTIAL)

N



0 300 600 Feet

CASE: DIR-5079

ZONING OF SUBJECT PROPERTY:
R-E (RESIDENCE ESTATES) AND R-1 (SINGLE-FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT DEPARTMENT
ITEM DESCRIPTION: ABEYANCE ITEM - DIR-5079 - APPLICANT/OWNER: SCOTCH EIGHTY HOMEOWNERS ASSOCIATION

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 15, 2004 CITY COUNCIL MEETING AT THE APPLICANT'S REQUEST.

** CONDITIONS **

Staff recommends DENIAL.

**** STAFF REPORT ****

APPLICATION REQUEST

This request is for an appeal of the Director's decision, per Title 19.00.070.F to deny acceptance of the application of a Petition to Vacate public streets located within the Scotch Eighty Subdivision for failure to comply with requirements set forth in Title 19.04.040.

BACKGROUND DATA

04/21/04 The City Council adopted Ordinance Number 5685, which amended Title 19.04.040 to allow private streets as a conditional use subject to meeting certain standards.

08/04/04 The Planning and Development Department issued a letter indicating the Vacation application to privatize the streets within the Scotch Eighty subdivision could not be accepted because the applicant did not provide evidence that the request meets the requirements of Title 19.04.040.

ANALYSIS

The applicant is seeking to apply for a Vacation of all of the public streets within the Scotch Eighty subdivision in order to make them private. The application was not accepted by the Planning and Development Department because it failed to meet the requirements set forth in the Zoning Code.

Title 19.04.040, Section 40, Subsection (C), Number (6) now states, "Subdivisions developed with private streets must have a mandatory property owners' association which includes all property served by private streets". The Homeowners Association documents provided were established in 1990 and only cover the original Scotch Eighty subdivision, not the entire area affected by the Vacation. Additionally, the 1990 association is voluntary and the members of the board no longer live in the area. Additionally, Title 19.04.040, Section 40, Subsection (C), Number (7) states "private streets shall be constructed on property separately owned by a property owners' association". The applicant was not able to demonstrate how compliance with this requirement would be achieved. No proof of the existence of a "mandatory property owner's association" has been given. The Director's decision to deny the application for a Vacation of the public streets for this subdivision was based on the inability to meet code requirements.

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

RICHARD MCKNIGHT
DAVID MINCIN +
THOMAS J. GILLOON

WWW.LAWLASVEGAS.COM

+ADMITTED IN NEVADA AND CALIFORNIA

Law Offices Of
Richard McKnight, P.C.

330 SOUTH THIRD STREET
SUITE 900
LAS VEGAS, NEVADA 89101-6032

TELEPHONE
VOICE: 702-388-7185
FAX: 702-388-0108

E-MAIL
rmcknight@lawlasvegas.com

August 13, 2004

By Fax and U.S. Mail To: 702-382-4803

City of Las Vegas City Council
400 Stewart Avenue
Las Vegas, Nevada 89101

Re: Appeal of Petition To Building Official
Scotch Eighty
Owners Various
Our File No.: 1770-SCOT

RECEIVED
CITY CLERK
2004 AUG 13 P

Dear Sir:

Reference is made to the August 4, 2004 letter from Mr. Robert Genzer. As you may know the undersigned is counsel to Scotch Eighty in their efforts to gate their community. After extensive efforts to have the streets vacated the City Council amended Ordinance 5685. Planning and Development has refused, however, to accept our application. The spirit and intent of the amendment was to permit a limited number of homeowners (less than 100%) to gate the facility and maintain the streets. Similarly the requirement that the homeowner's association own the streets is unworkable in the extreme and likewise does not conform to the intent of the amendment. In accordance with Title 19.00.070 (F) please consider this our Notice of Appeal from the Planning Commission's refusal to accept our application.

Yours truly,

Richard McKnight, Esq.
Attorney At Law

Memorandum

City of Las Vegas
Office of the City Attorney

To: Mayor Oscar B. Goodman

From: Bryan K. Scott
Deputy City Attorney

CC: Bradford R. Jerbic
City Attorney

Date: October 19, 2004

Re: Request for Opinion on Abstentions for 10/20/04 City Council Meeting

---

This memorandum is written in response to your request for an opinion from the City Attorney's Office regarding whether you are required to abstain on items 74 and 86 which are to be considered by the City Council at its October 20, 2004 meeting.

Item 74 is an appeal of the Planning Director's decision to deny a Petition to Vacate public streets within the Scotch Eighty residential subdivision where you reside. The City Council's decision on this matter may affect property values within the Scotch Eighty neighborhood, which may directly impact you financially.

Item 86 is an application by Palm Mortuary and others to vacate Deer Springs Way between Jones Boulevard and Maverick Street and Maverick Street between Deer Springs Way and Rome Boulevard. One of the neighbors who will be most affected by, and has an interest in the vacation of the aforementioned streets is your law partner, David Chesnoff.

NRS 281.501(2) provides:

> In addition to the requirements of the code of ethical standards, a public officer shall not vote upon or advocate the passage or failure of. . .a matter with respect to which the independence of judgment of a reasonable person in his situation would be materially affected by (b) His pecuniary interests; or (c) His commitment in a private capacity to the interests of others.

NRS 281.501(8) defines "commitment in a private capacity to the interests of others" as a commitment to a person: (d) with whom he has a substantial and continuing business relationship; or (e) any other commitment or relationship that is substantially similar to commitment or relationship described in this subsection.

In light of the above, it is the conclusion of the City Attorney that you should disclose the factual circumstances surrounding your potential conflicts on the record and abstain from the discussion and vote on the above-referenced items.

Submitted at City Council
Date 10/20/04 Item #74 & 86

If any of the above-referenced items are abeyed, tabled or withdrawn at the October 20, 2004 meeting, you may vote on the motion to abey, table or withdraw the item as those are not substantive motions. If those items come back to Council for rehearing, you will again need to disclose your conflicts and abstain from voting.

If you have any additional questions regarding any of the above, please feel free to contact me at ext. 6621.

BKS:b

City of Las Vegas

Agenda Item No. 75

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: ROBERT GENZER ☐ CONSENT ☒ DISCUSSION

SUBJECT:
REQUIRED SIX MONTH REVIEW - REVIEW OF CONDITION

RQR-5115 - PUBLIC HEARING - APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES - Request for a Required Six Month Review of AN APPROVED REVIEW OF CONDITION (ROC-3797) OF AN APPROVED SPECIAL USE PERMIT (U-0088-01), WHICH ALLOWED THE INDIVIDUAL SALES OF ANY SIZE BEER, WINE COOLERS, AND SCREW CAP WINE at 2320 East Fremont Street (APN 139-35-805-001), C-2 (General Commercial) Zone, Ward 3 (Reese). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location Map
2. Conditions For This Application
3. Staff Report
4. Submitted after final agenda - Protest letter from Rosemary Clingerman

MOTION:
REESE - APPROVED subject to condition - UNANIMOUS

NOTE: COUNCILMAN MACK disclosed that his brother, STEVEN MACK, owns a SuperPawn in the vicinity. He did not discuss this issue with him nor will it impact his business; therefore, he will vote on the item.

MINUTES:
MAYOR GOODMAN declared the Public Hearing open.

MARCH RISMAN, 10120 South Eastern Avenue, #200, appeared on behalf of the applicant, together with BILL BHATTI, 2320 Fremont Street. MR. RISMAN thanked staff for recognizing the needs of a local, small business as it is also minority owned and operated.

COUNCILMAN REESE found no problems with this business and moved for approval.

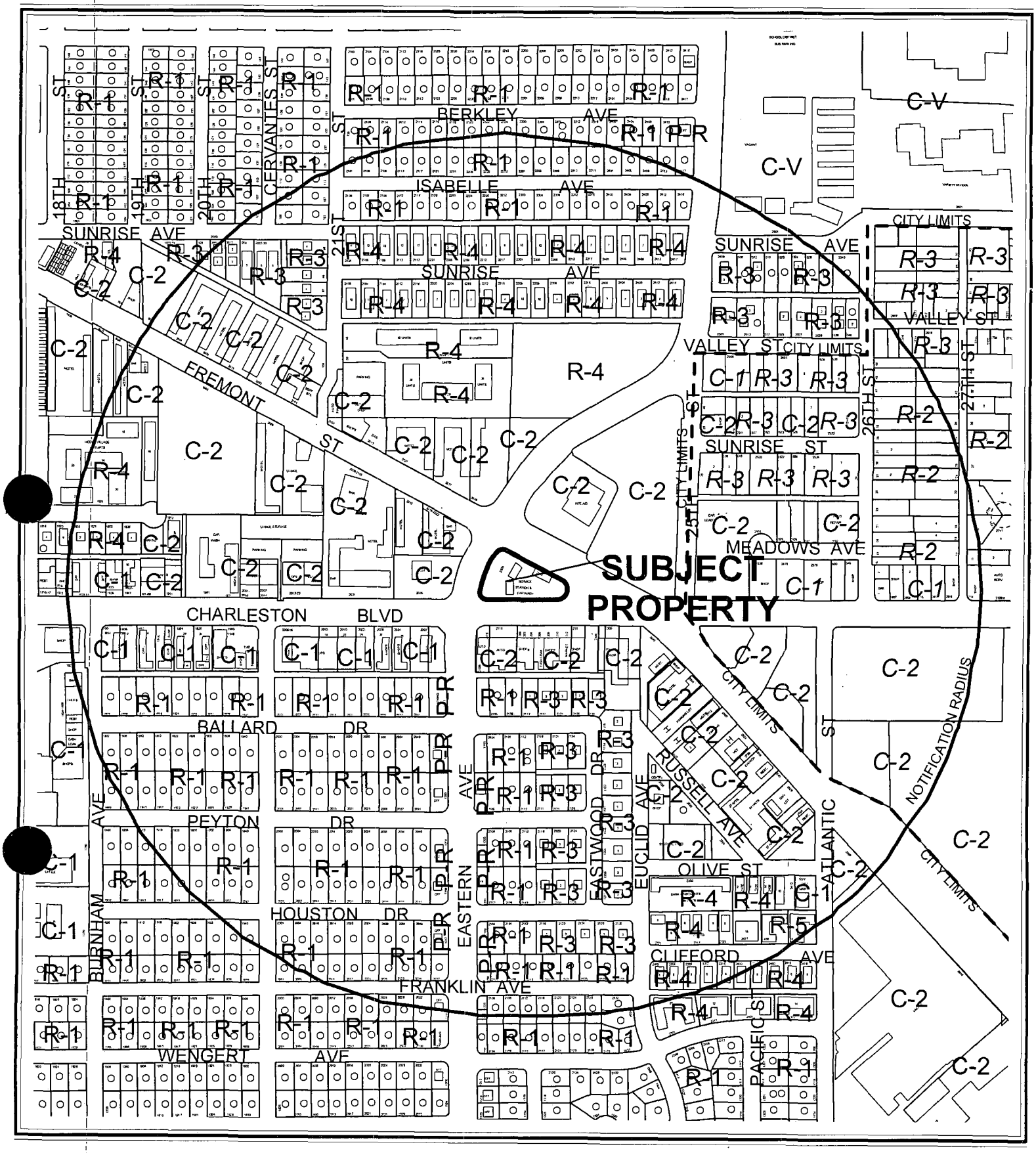
No one appeared in opposition.

MAYOR GOODMAN declared the Public Hearing closed.
(1:17 - 1:21)
3-429

CONDITIONS:
Planning and Development

CONDITIONS - Continued:

1. Conformance to the Conditions of Approval for Special Use Permit U-0088-01.



CASE: **RQR-5115**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet



CASE: **RQR-5115**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-5115 - APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES

** CONDITIONS **

Staff recommends APPROVAL, subject to:

Planning and Development

1. Conformance to the Conditions of Approval for Special Use Permit U-0088-01.

** STAFF REPORT **

APPLICATION REQUEST

A) Action Requested

This request is for a Required Six Month Review of an approved Review of Condition (ROC-3797) of an approved Special Use Permit (U-0088-01) which allowed the individual sales of any size beer, wine coolers, and screw cap wine in conjunction with a convenience store at 2320 Fremont Street.

B) Applicant's Justification

A justification letter is not required for a Required Review application.

BACKGROUND INFORMATION

A) Previous Actions

08/15/01	The City Council approved requests for a Site Development Plan Review (SD-0029-01) for a proposed 2,800 square foot convenience store and a Reduction in the amount of Required Perimeter Landscaping; and a Special Use Permit (U-0088-01) for the sale of beer and wine for off-premise consumption in conjunction with the convenience store. The Planning Commission recommended approval of both requests on July 12, 2001. Staff recommended approval of these requests.
01/24/02	The Planning Commission approved a request for a Site Development Plan Review [SD-0029-01(1)] for an approximately 800 square foot addition to an approved service station and full-service car wash on the subject site. Staff recommended approval.
10/16/02	The City Council approved a request for a Site Development Plan Review (SD-0039-02) and a Reduction of the on-site perimeter landscape requirement for a proposed 3,285 square foot convenience store and fuel canopy on the subject site. The Planning Commission recommended denial. Staff recommended approval.
01/21/04	The City Council approved a Required Six Month Review (RQR-3541) of an approved Special Use Permit (U-0088-01) that allowed the sale of beer and wine for off-premise consumption in conjunction with an existing convenience store on the subject site. Staff recommended approval with no further reviews scheduled.
04/07/04	The City Council approved a Review Of Condition (ROC-3797) Number 4 of an approved Special Use Permit (U-0088-01) which prohibited the sale of individual containers of any size beer, wine coolers, or screw cap wine, which thereby allowed individual sales. This approval was subject to a Six-Month Review. Staff recommended denial of this request.

B) Pre-Application Meeting

A pre-application meeting is not required for a Required Review application.

C) Neighborhood Meetings

A neighborhood meeting is not required for a Required Review application.

DETAILS OF APPLICATION REQUEST

A) Site Area

Net Acres: 0.92

B) Existing Land Use

Subject Property:	Convenience Store with Fuel Pumps and Automatic Car Wash
North:	General Retail/Pharmacy and Undeveloped
South:	Pawn Shop, Auto Part Sales (New and Rebuilt), General Retail
East:	Tavern
West:	Fast Food Restaurant

C) Planned Land Use

Subject Property:	C (Commercial – Downtown Redevelopment Area)
North:	C (Commercial – Downtown Redevelopment Area)
South:	C (Commercial – Downtown Redevelopment Area)
East:	Clark County
West:	C (Commercial – Downtown Redevelopment Area)

D) Existing Zoning

Subject Property:	C-2 (General Commercial)
North:	C-2 (General Commercial)
South:	C-2 (General Commercial)
East:	C-2 (General Commercial – Clark County)
West:	C-2 (General Commercial)

E) General Plan Compliance

The subject site is located on the Southeast Sector Map of the General Plan. The site is designated as C (Commercial) on the Redevelopment Plan Area Map of the General Plan. The existing convenience store is in compliance with either Service Commercial and General Commercial land uses under the C (Commercial) designation.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan	X	
Redevelopment Plan Area	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 subject site is included in the Las Vegas Redevelopment Plan Area, which includes most of downtown Las Vegas, portions of West Las Vegas, and the industrial area located south of Charleston and east of the Union Pacific Railroad. The purpose of this plan is to eliminate blighted properties, develop vacant or underutilized properties by using methods of planning, and strengthen the economic base of this part of the City of Las Vegas.

The Transportation Trails Element of the Las Vegas 2020 Master Plan shows that a 15-foot trail is required along the east side of Eastern Avenue adjacent to this site. A 10-foot sidewalk and five-foot landscape planter has been constructed on the western edge of the site in compliance with the Master Plan requirements.

INTERAGENCY ISSUES

Pursuant to Ordinance No. 5477, the project is deemed to be a "Project of Regional Significance" because it involves a Special Use Permit application for property within 500 feet of the City's border with unincorporated Clark County. No questionnaire detailing the impacts of the convenience store project on the surrounding area was submitted, since the ordinance had not been finalized at the time of application for Special Use Permit.

ANALYSIS

A) Zoning Code Compliance

Minimum Distance Separation Requirements

Pursuant to Title 19.04, the following Standards apply to the subject proposal:

Standards	Code Requirement	Provided
Liquor Establishment (Off-premise)	Minimum 400-foot separation from any church, synagogue, school, child care facility licensed for more than 12 children, or City park.	No protected uses within 400 feet of convenience store

The use complies with the 400-foot distance separation requirement in the Zoning Code.

B) General Analysis and Discussion

The Las Vegas Metropolitan Police Department provided written verification on October 1, 2004 that there is no significant law enforcement issue associated with this request.

- Zoning

The sale of beer and wine for off-premises consumption is allowed in the C-2 (General Commercial) zoning district with the approval of a Special Use Permit.

- Use

Title 19.040.050 establishes the criteria for the approval of alcohol-related uses. The Code requires sales of beer and wine to be a minimum of 400 feet from any church, synagogue, school, childcare facility licensed for more than twelve children, or City park as measured from property line to property line. There is no protected use known to be within the required minimum separation distance.

On January 21, 2004, in a Required Six-Month Review (RQR-3541) of the Special Use Permit (U-0088-01), the City Council found that the sale of beer and wine for off-premise consumption in conjunction with the convenience store was an acceptable use on this site, subject to the original conditions of approval of the Special Use Permit, one of which included the prohibition on the sale of screw cap wine and any size beer or wine coolers in individual cans or bottles and packaged other than in its original manufactured form.

Staff has consistently recommended denial of requests for the sale of individual containers of beer, wine coolers, and screw cap wine in this area, based on findings that carry-out sales appear to contribute to the deterioration of the downtown environment. In approving the Review of Condition, the City Council found that individual sales could be allowed at this location subject to this six-month review to determine the affects. Since no adverse affects can be linked to the individual sales, the recommendation for this request is approval with no further reviews required.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

   The approved sale of beer and wine for off-premise consumption is a use typically associated with a convenience store in a commercial area, and can be conducted in a manner compatible with future commercial development in the surrounding area.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

   The subject site has no physical constraints to the approved sale of beer and wine for off-premise consumption.

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 abutting street network will be adequate to meet the access requirements of the approved use in that Fremont Street, Charleston Boulevard and Eastern Avenue are all fully improved Primary Arterial roadways as designated on the Master Plan of Streets and Highways.

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 subject establishment meets the minimum distance requirements for the projected uses as detailed in Section 19A.040.050 of the City of Las Vegas Municipal Code. The business will be subject to regular inspection by City and County regulatory agencies for business licensing, and will not compromise the public health, safety, and welfare.

NOTICES MAILED 462 by Planning Department

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-5115 APN: 139-3580-5001

Name of Property Owner: UNITED BROTHERS ENTERPRISES INC

Name of Applicant: UNITED BROTHERS ENTERPRISES 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 ____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: Bhupinder Bhatt

Print Name: BHUPINDER BHATTI

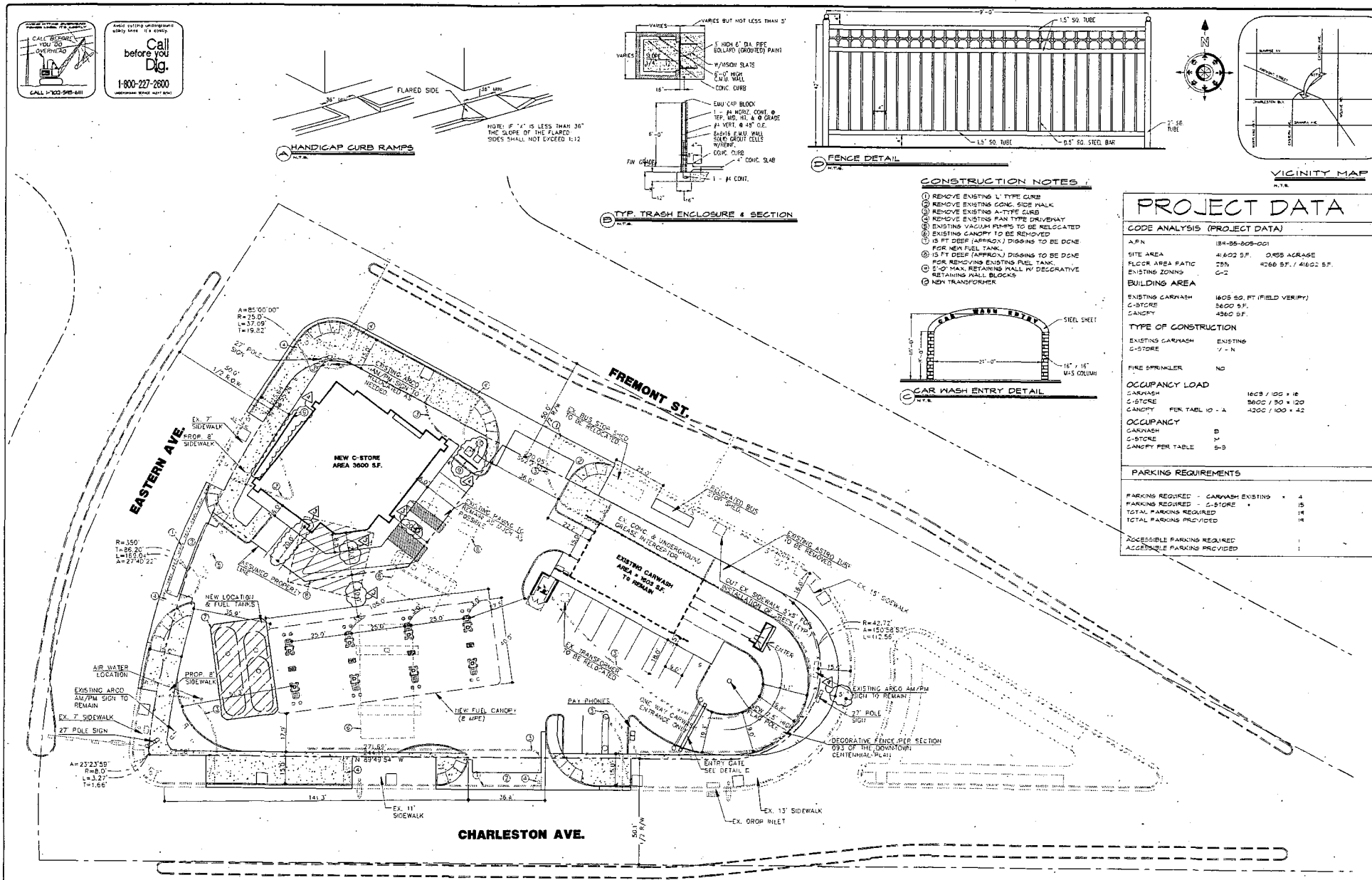
Subscribed and sworn before me

This 19th day of August, 2004

Lisa Forseen

Notary Public in and for said County and State

LISA B. FORSEEN
Notary Public State of Nevada
No. 97-3794-1
My appt. exp. Aug. 29, 2005

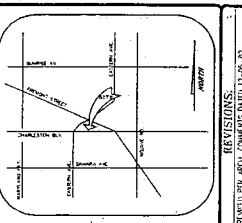


Call before you Dig. 1-800-227-2600

A HANDICAP CURB RAMPS

B TYP. TRASH ENCLOSURE & SECTION

D FENCE DETAIL



VICINITY MAP

CONSTRUCTION NOTES

1. REMOVE EXISTING 'L' TYPE CURB
2. REMOVE EXISTING CONC. SIDE WALK
3. REMOVE EXISTING A-TYPE CURB
4. REMOVE EXISTING FAN TYPE DRIVEWAY
5. EXISTING VACUUM PUMPS TO BE RELOCATED
6. EXISTING CANOPY TO BE REMOVED
7. 15 FT DEEP (APPROX.) DIGGING TO BE DONE FOR NEW FUEL TANK.
8. 15 FT DEEP (APPROX.) DIGGING TO BE DONE FOR REMOVING EXISTING FUEL TANK.
9. 5'-0" MAX. RETAINING WALL W/ DECORATIVE RETAINING WALL BLOCKS
10. NEW TRANSFORMER

C CAR WASH ENTRY DETAIL

PROJECT DATA

CODE ANALYSIS (PROJECT DATA)

A.P.N.	124-35-805-001	
SITE AREA	41602 S.F.	0.955 ACRAGE
FLOOR AREA RATIO	25%	4266 S.F. / 41602 S.F.
EXISTING ZONING	C-2	

BUILDING AREA

EXISTING CARWASH	1605 SQ. FT (FIELD VERIFY)
C-STORE	3600 S.F.
CANOPY	4360 S.F.

TYPE OF CONSTRUCTION

EXISTING CARWASH	EXISTING
C-STORE	V - N
FIRE SPRINKLER	NO

OCCUPANCY LOAD

CARWASH		1605 / 100 = 16
C-STORE		3600 / 30 = 120
CANOPY	PER TABEL 10 - A	4200 / 100 = 42

OCCUPANCY

CARWASH	B
C-STORE	M
CANOPY PER TABLE	S-3

PARKING REQUIREMENTS

PARKING REQUIRED - CARWASH EXISTING	=	4
PARKING REQUIRED - C-STORE	=	15
TOTAL PARKING REQUIRED		19
TOTAL PARKING PROVIDED		19
ACCESSIBLE PARKING REQUIRED		1
ACCESSIBLE PARKING PROVIDED		1

GRAPHIC SCALE

-10 0 10 20 40 80

(IN FEET)

1 INCH = 20 ft

REVISIONS:
1 REVISED PER ADDT. COMMENTS DATED 11-05-03
2 REVISED PER FIELD COMMENTS DATED 12-01-03

ACE ENGINEERING
5720 S. VALLEY VIEW BLVD.
SUITE 200, LAS VEGAS, NV 89118
PHONE: (702) 966-8015 FAX: (702) 966-7982
CIVIL PLANNING LAND DEVELOPMENT BUILDING DESIGN

TITLE: SITE PLAN

PROJECT: ARCO GAS STATION (C. STORE)
CHARLESTON BLVD. & FREMONT ST.
CITY OF LAS VEGAS, NV.

SEAL
PROFESSIONAL ENGINEER-STATE OF NEVADA
JASPAL S. SIDHU
No. 13796

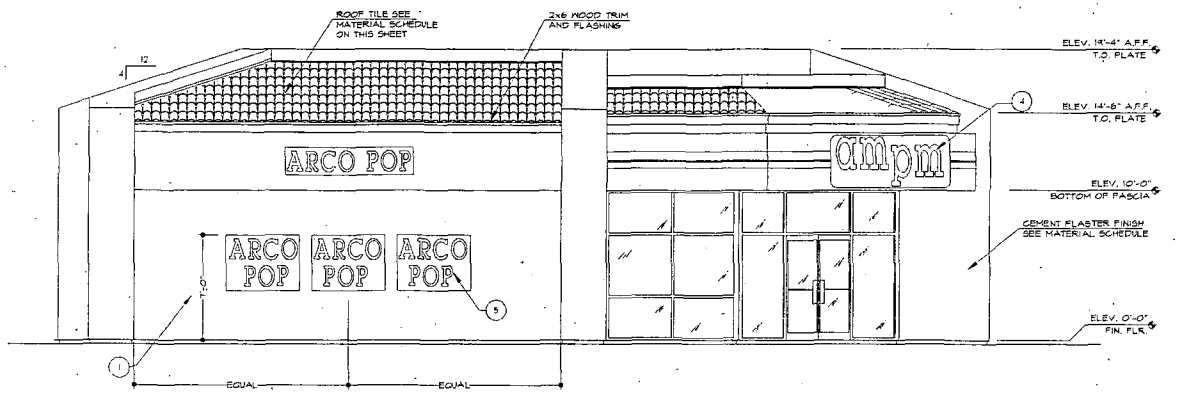
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JOB : 01-35
DWG. BY: LSJ

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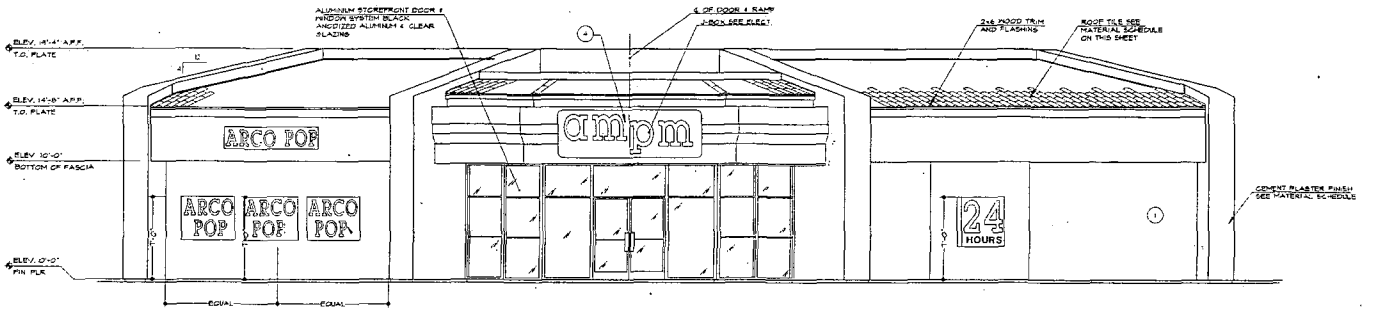
SHEET 2 OF 10

RQR-5115
10-20-04 CC

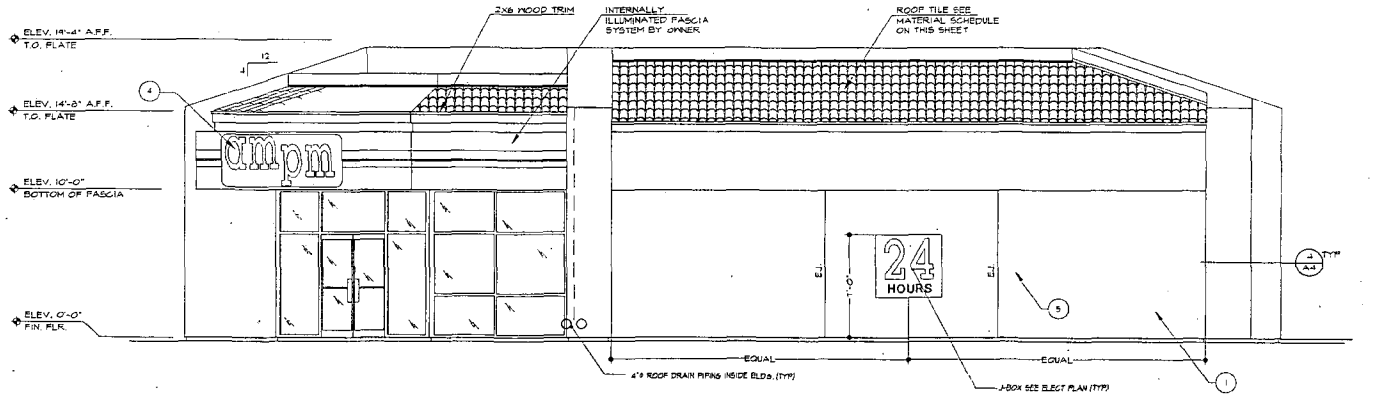
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1 SIDE ELEVATION
SCALE: 1/4" = 1'-0"



2 FRONT ELEVATION
SCALE: 1/4" = 1'-0"



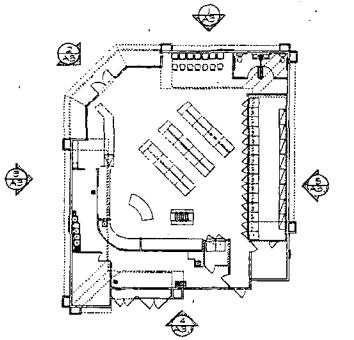
3 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

MATERIAL SCHEDULE

CEMENT PLASTER	SHALL BE FINISHED IN A MEDIUM LACE TEXTURE & PAINTED WITH POLYURETHANE AMPM WHITE PAINT.
STORE FRONT ALUM	ALUM. STOREFRONT SALL HAVE BLACK ANODIZE FINISH.
1x2 WOOD TRIM	PAINT AMPM WHITE COMPLY WITH POINT SPEC. WOOD.
EXPOSED MATERIALS	METAL DOORS, FRAMES, LADDER, ELECTRICAL EQUIPMENT, FLASHING ETC. SHALL BE PAINTED AMPM WHITE, COMPLY WITH PAINT SPEC. 1000.
ROOF TILE	MISSION "S" #1645 MISSION BLEND MANUFACTURE / DISTRIBUTED MONIER ROOF TILE 1738 SAMPSON AVE.

KEY NOTES:

1. (5) COLOR COAT STUCCO PER TABLE 25(F) 1994 UBC. TO BE "DASH" FINISH. CONTR. TO SUBMIT FINISH SAMPLE TO OWNER FOR APPROVAL PRIOR TO START OF WORK. COLOR, SHERWIN WILLIAMS + SPECIES OR APPROVED EQUAL.
2. 24 GA. G.I. MTL. CAP FLASHING, PAINTED TO MATCH STUCCO.
3. CONTINOUS METAL STUCCO SCREED, TYP.
4. STORE SIGN, DIRECT ALL INQUIRIES TO THE OWNER
5. ARCO PROMOTIONAL SIGNS.



ELEVATION KEY PLAN
SCALE: 1/16"=1'-0"

REVISIONS:

ACE ENGINEERING
5720 S. VALLEY VIEW BLVD.
SUITE 200, LAS VEGAS, NV 89118
PHONE: (702) 596-8585, FAX: (702) 596-7982
CIVIL • PLANNING • LAND DEVELOPMENT • BUILDING DESIGN

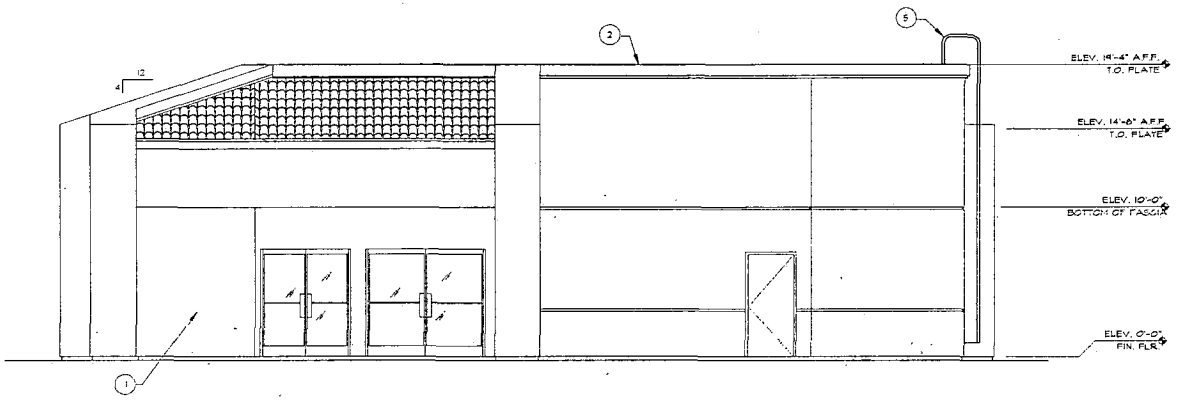
TITLE: EXTERIOR ELEVATIONS
PROJECT: ARCO GAS STATION (C. STORE)
CHARLESTON BLVD. & FREMONT ST.
CITY OF LAS VEGAS, NV.

DATE: 11/26/2003
JOB: 01-35
DWG. BY: HS
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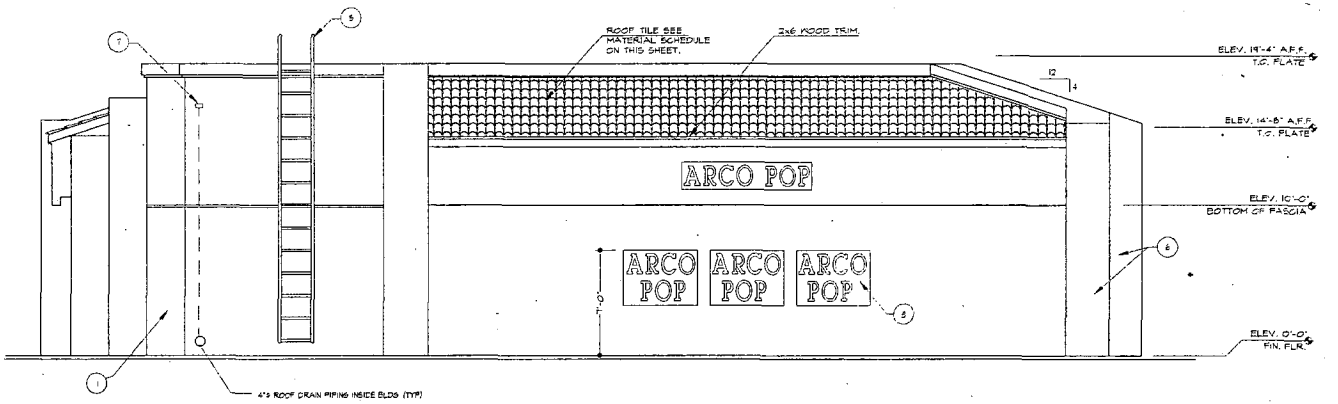
SHEET 4 OF 10

RQR-5115
10-20 -04 CC

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AUG 24 2004



4 EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



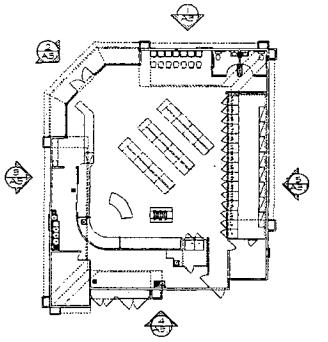
5 EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

MATERIAL SCHEDULE

CEMENT PLASTER	SHALL BE FINISHED IN A MEDIUM LACE TEXTURE & PAINTED WITH POLYURETHANE AM/PM WHITE PAINT.
STORE FRONT ALUM.	ALUM. STOREFRONT SHALL HAVE BLACK ANODIZE FINISH
1x8 WOOD TRIM	PAINT AM/PM WHITE COMPLY WITH PGNT SPEC. WOOD.
EXPOSED MATERIALS	METAL DOORS, FRAMES, LADDER, ELECTRICAL EQUIPMENT, FLASHING ETC. SHALL BE PAINTED AM/PM WHITE. COMPLY WITH PAINT SPEC. WOOD
ROOF TILE	MISSION "S" #645 MISSON BLEND MANUFACTURE / DISTRIBUTED MONIER ROOF TILE 1748 SAMPSON AVE.

KEY NOTES:

1. (E) COLOR COAT STUCCO PER TABLE 25(F) 1994 UBC. TO BE "DASH" FINISH. CONTR. TO SUBMIT FINISH SAMPLE TO OWNER FOR APPROVAL PRIOR TO START OF WORK. COLOR: SHERWIN WILLIAMS # SW2125 OR APPROVED EQUAL.
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5. CONTINOUS METAL STUCCO SCREED, TYP.
4. STORE SIGN, DIRECT ALL INQUIRIES TO THE OWNER.
5. ROOF ACCESS LADDER W/SAFETY DEVICE.
6. CEMENT PLASTER FINISH SEE MATERIAL SCHEDULE.
7. OVERFLOW SCUPPER.
8. ARCO PROMOTIONAL SIGNS



ELEVATION KEY PLAN
SCALE: 1/16"=1'-0"

RQR-5115
10-20 -04 CC

RECEIVED
AUG 24 2004

REVISIONS:

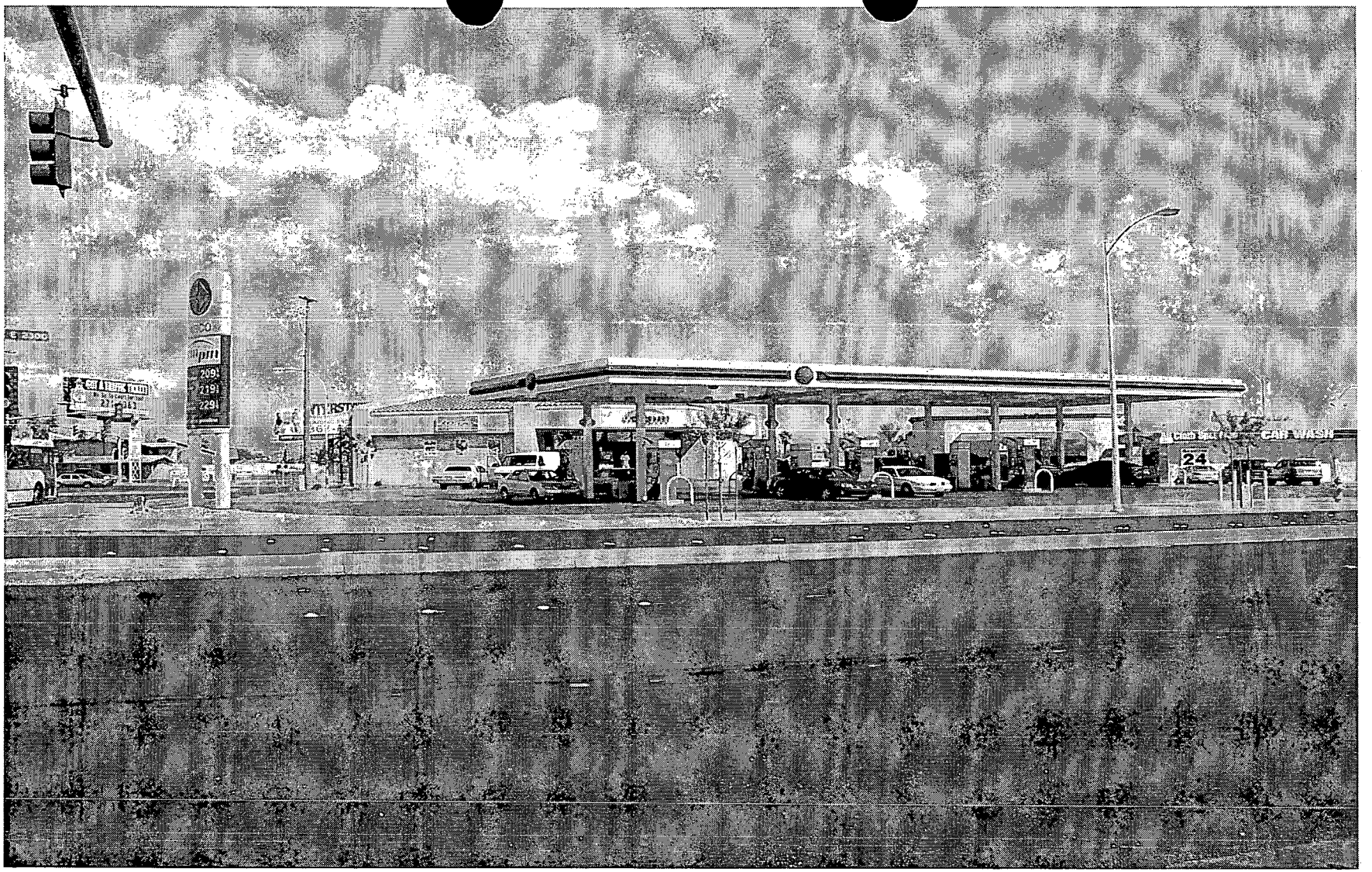
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TITLE: EXTERIOR ELEVATIONS
PROJECT: ARCO GAS STATION (C. STORE)
CHARLESTON BLVD. & FREMONT ST.
CITY OF LAS VEGAS, NV.

DATE: 11/26/2003
JOB : 01-35
DWG. BY: HS

A3.1

SHEET
5 OF 10



RQR-5115 - APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES
2320 Fremont Street
OCTOBER 20, 2004 CITY COUNCIL MEETING

Picture taken 10/01/04

NOTICE OF PUBLIC HEARING

RECEIVED
CITY CLERK

2004 OCT 20 A 10:33

REQUIRED SIX MONTH REVIEW

Case: RQR-5115

13935803026
CLINGERMAN G H & ROSEMARY
1912 PEYTON DR
LAS VEGAS NV 89104-1911

MEETING: CITY COUNCIL
DATE: OCTOBER 20, 2004
TIME: 1:00 P.M.
LOCATION: CITY COUNCIL CHAMBERS
400 STEWART AVENUE
LAS VEGAS, NEVADA

RQR-5115

Protest

APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES - REQUEST FOR A REQUIRED SIX MONTH REVIEW OF AN APPROVED REVIEW OF CONDITION (ROC-3797) OF AN APPROVED SPECIAL USE PERMIT (U-0088-01), WHICH ALLOWED THE INDIVIDUAL SALES OF ANY SIZE BEER, WINE COOLERS, AND SCREW CAP WINE AT 2320 EAST FREMONT STREET (APN 139-35-805-001), C-2 (GENERAL COMMERCIAL) ZONE, WARD 3 (REESE).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS A PORTION OF THE SOUTH HALF (S½) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada 89101. For further information, please call 229-6301 (TDD 386-9108), http://www.lasvegasnevada.gov.

No. This Contributes to disorder, vagrancy and "Bad Area"

BARBARA JO RONEMUS
CITY CLERK

Rosemary Clingerman

SEE LOCATION MAP ON REVERSE SIDE

Submitted after final agenda

Date 10/20/04 Item # 75

NOTICE OF PUBLIC HEARING

RECEIVED
CITY CLERK

2004 OCT 20 A 10:33

REQUIRED SIX MONTH REVIEW

Case: RQR-5115

16202516004
CLINGERMAN GEORGE H & ROSEMARY
1912 PEYTON DR
LAS VEGAS NV 89104-1911

MEETING: CITY COUNCIL
DATE: OCTOBER 20, 2004
TIME: 1:00 P.M.
LOCATION: CITY COUNCIL CHAMBERS
400 STEWART AVENUE
LAS VEGAS, NEVADA

RQR-5115

Protest

APPLICANT/OWNER: UNITED BROTHERS ENTERPRISES - REQUEST FOR A REQUIRED SIX MONTH REVIEW OF AN APPROVED REVIEW OF CONDITION (ROC-3797) OF AN APPROVED SPECIAL USE PERMIT (U-0088-01), WHICH ALLOWED THE INDIVIDUAL SALES OF ANY SIZE BEER, WINE COOLERS, AND SCREW CAP WINE AT 2320 EAST FREMONT STREET (APN 139-35-805-001), C-2 (GENERAL COMMERCIAL) ZONE, WARD 3 (REESE).

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No! This contributes to disorder, vagrancy and "Bad Area"

BARBARA JO RONEMUS
CITY CLERK

Rosemary Clingerman

SEE LOCATION MAP ON REVERSE SIDE

NOTICE OF PUBLIC HEARING

RECEIVED
CITY CLERK

2004 OCT 20 A 10:35

REQUIRED SIX MONTH REVIEW

Case: RQR-5115

16202516003
CLINGERMAN GEORGE H
1912 PEYTON DR
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MEETING: CITY COUNCIL
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400 STEWART AVENUE
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RQR-5115

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No! This contributes to disorder, Vagrancy and 'Bad Area'

BARBARA JO RONEMUS
CITY CLERK

Rosemary Clingerman

SEE LOCATION MAP ON REVERSE SIDE

City of Las Vegas

Agenda Item No. 76

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: ROBERT GENZER ☐ CONSENT ☒ DISCUSSION

SUBJECT:
REQUIRED ONE YEAR REVIEW

RQR-5238 - PUBLIC HEARING - APPLICANT/OWNER: COSTCO WHOLESALE - Required One Year Review of an approved Review of Condition (ROC-2882) of an approved Special Use Permit (U-0171-00) WHICH ALLOWED THE DELIVERY OF PACKAGED LIQUOR BETWEEN THE HOURS OF 6 AM AND 6 PM WHERE THE DELIVERY HOURS WERE RESTRICTED TO 6 AM TO NOON at 801 South Pavilion Center Drive (APN 137-35-714-001), P-C (Planned Community) Zone, Ward 2 (Wolfson). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:
WOLFSON - STRIKE - UNANIMOUS

MINUTES:
MAYOR GOODMAN declared the Public Hearing open.

TOM BURBA, 1304 Autumn Wind Lane, Henderson, stated that last year he had indicated that the hours of operation of 6:00 a.m. to 6:00 p.m. would not work because the trucks come from Arizona and need adequate travel time. At that time, they were approved to 9:00 p.m., which has worked well for the past year.

COUNCILMAN WOLFSON asked staff to clarify the hours of operation. ROBERT GENZER, Director, Planning and Development Department, was surprised about those hours because the agenda item reflects the hours of 6:00 a.m. to 6:00 p.m. Therefore, he asked that the item be trailed to give staff the opportunity to review the staff report.

When the item was recalled, DEPUTY CITY ATTORNEY BRYAN SCOTT advised that the item be held in abeyance because the delivery hours indicated on the public hearing notice of 6:00 a.m. to 6:00 p.m. are incorrect. The correct hours should be 6:00 a.m. to 9:00 p.m. However, MR. GENZER indicated that the item should be stricken since it was incorrectly noticed and a new item needs to be placed on the agenda with the correct information. Staff would try to place the item on the 11/17/2004 City Council agenda.

No one appeared in opposition.

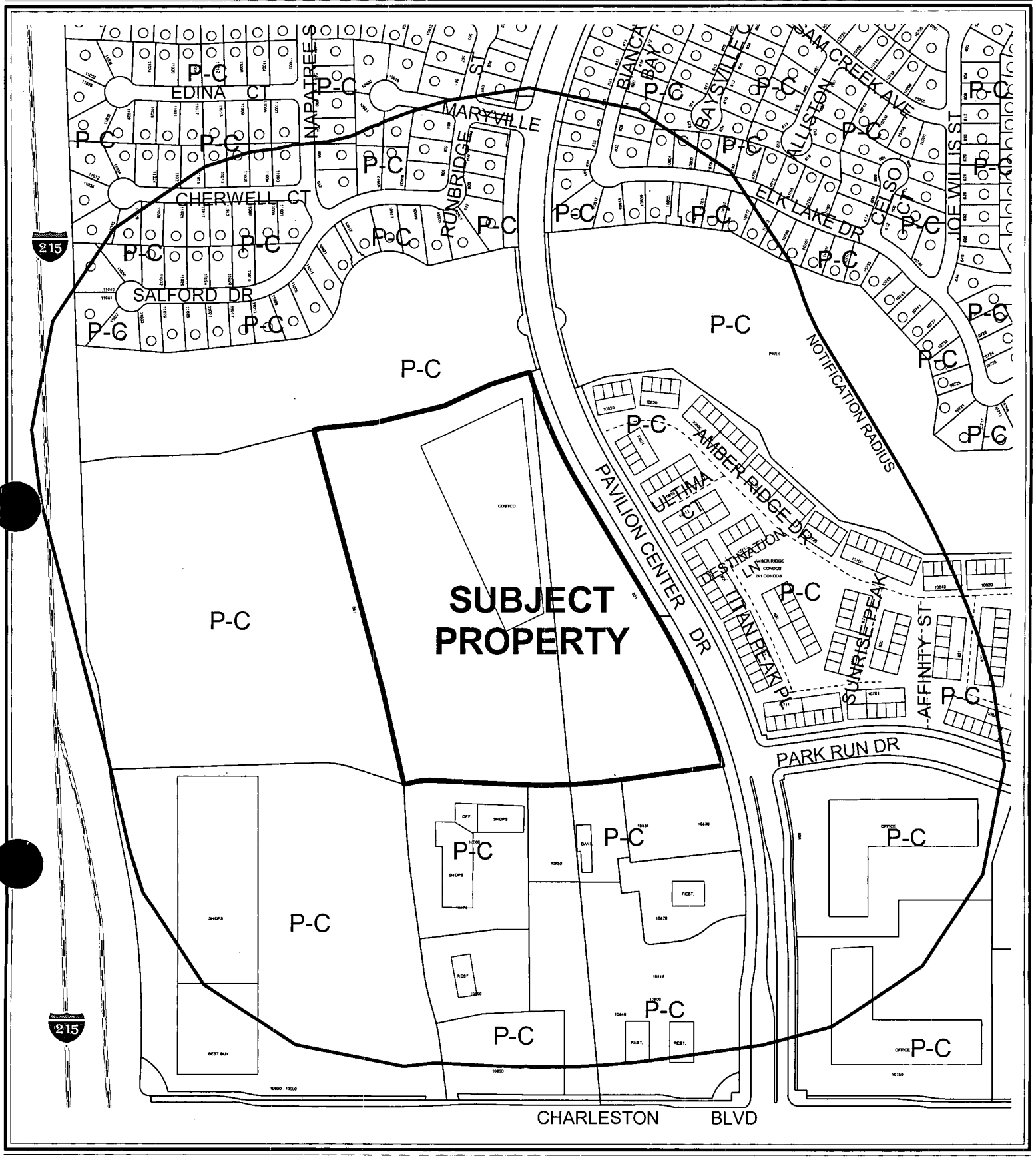
MINUTES - Continued:

MAYOR GOODMAN declared the Public Hearing closed.
(1:19 - 1:21/1:48 - 1:51)
3-509/4-1500

CONDITIONS:

Planning and Development

1. Conformance to the Conditions of Approval for Special Use Permit U-0171-00.



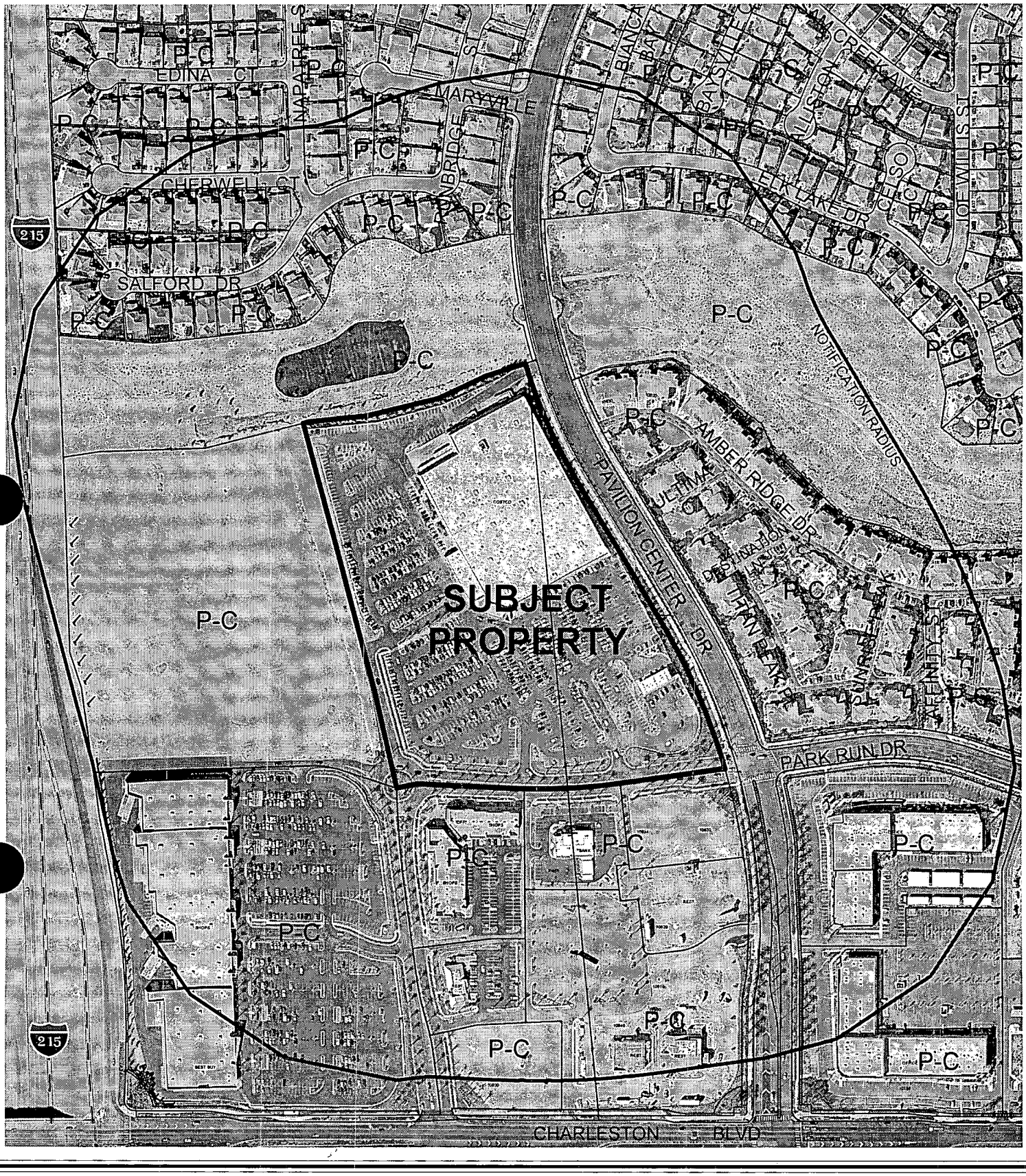
0 300 600 Feet

CASE: **RQR-5238**

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

N



CASE: **RQR-5238**

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY: P-C (PLANNED COMMUNITY)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: RQR-5238 - APPLICANT/OWNER: COSTCO WHOLESALE

** CONDITIONS **

Staff recommends APPROVAL, subject to:

Planning and Development

1. Conformance to the Conditions of Approval for Special Use Permit U-0171-00.

** STAFF REPORT **

APPLICATION REQUEST

A) Action Requested

This request is for a Required One Year Review of an approved Review of Condition (ROC-2882) of an approved Special Use Permit (U-0171-00) which allowed the delivery of packaged liquor between the hours of 6 am and 6 pm where the original delivery hours were restricted to 6 am to noon by Special Use Permit approved in 2000 at 801 South Pavilion Center Drive.

B) Applicant's Justification

A justification letter is not required for a Required Review application.

BACKGROUND INFORMATION

A) Previous Actions

02/16/94 The City Council approved a Rezoning to P-C (Planned Community) on this site as part of a larger request (Z-0135-93).

12/20/00 The City Council approved a Special Use Permit (U-0171-00) to allow the sale of packaged liquor in conjunction with the operation of the Costco Wholesale Center. The Council imposed several conditions pertaining to the operation of the business, including the subject condition regarding the packaged liquor delivery hours at this time. The Planning Commission and staff recommended approval on 10/26/00.

10/02/02 The City Council approved the Required One Year Review [U-0171-00(1)] of the Special Use Permit which allowed package liquor sales in conjunction with retail/wholesale facility (Costco) on this site. No additional reviews were be required for the package liquor sales per the condition imposed at the time of this approval.

10/01/03 The City Council approved a Review of Condition (ROC-2882) of the Special Use Permit (U-0171-00) to allow the delivery of packed liquor between the hours of 6 am and 6 pm where the delivery hours were originally restricted to 6 am to noon subject to a One Year Review.

B) Pre-Application Meeting

A pre-application meeting is not required for a Required Review application.

C) Neighborhood Meetings

A neighborhood meeting is not required for a Required Review application.

DETAILS OF APPLICATION REQUEST

A) Site Area

Net Acres: 16.93

B) Existing Land Use

Subject Property:	Retail/Wholesale Facility
North:	Open Space
South:	Retail Commercial
East:	Condominiums
West:	Undeveloped

C) Planned Land Use

Subject Property:	SC (Service Commercial)
North:	PR (Parks Recreation/Open Space)
South:	SC (Service Commercial)
East:	M (Medium Density Residential)
West:	SC (Service Commercial)

D) Existing Zoning

Subject Property:	P-C (Planned Community)
North:	P-C (Planned Community)
South:	P-C (Planned Community)
East:	P-C (Planned Community)
West:	P-C (Planned Community)

E) General Plan Compliance

The subject parcel is designated SC (Service Commercial) on the Southwest Sector Map of the City of Las Vegas General Plan. The approved P-C (Planned Community) zoning and retail/wholesale facility are in conformance with the General Plan.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan	X	
Summerlin	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 subject site is located within the Summerlin Master Plan Area and is designated as EC (Employment Center) on the plan. The existing retail/wholesales facility is an allowed use in this land use designation. The Summerlin Standards require the approval of a Special Use Permit to allow the liquor establishment (off-premises consumption).

ANALYSIS

A) Zoning Code Compliance

Minimum Distance Separation Requirements

Pursuant to Title 19.04, the following Standards apply to the subject proposal:

Standards	Code Requirement	Provided
Liquor Establishment (Off-premise)	Minimum 400-foot separation from any church, synagogue, school, child care facility licensed for more than 12 children, or City park	No protected uses within 400 feet of convenience store

The use complies with the 400-foot distance separation requirement in the Zoning Code.

B) General Analysis and Discussion

- Zoning

The sale of beer and wine for off-premises consumption is allowed in the P-C (Planned Community) zoning district with the approval of a Special Use Permit.

- Use

The delivery hours and other conditions of approval were originally imposed to alleviate any conflicts that may arise from the operation of the Costco business or the delivery of packaged liquor. By approving the Review of Condition (ROC-2882) in 2003, the City Council found that amending the hours to 6:00 a.m. to 6:00 p.m. for deliveries was appropriate, subject to this one year review. To date, there is no record of complaints filed by the neighbors. Since no adverse affects can be linked to the approved delivery hours, the recommendation for this request is approval with no further reviews required.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **"The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."**

The liquor establishment (off-premises consumption) is a use typically associated with a retail/wholesale facility in a commercial area, and can be conducted in a manner compatible with the residential and commercial development in the surrounding area.

2. **"The subject site is physically suitable for the type and intensity of land use proposed."**

The subject site has no physical constraints to the approved liquor establishment (off-premises consumption).

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 abutting street network will be adequate to meet the access requirements of the approved use in that Charleston Boulevard and Pavilion Center Parkway are all fully improved arterial roadways.

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 subject establishment meets the minimum distance requirements for the projected uses as detailed in Section 19A.040.050 of the City of Las Vegas Municipal Code. The business will be subject to regular inspection by City and County regulatory agencies for business licensing, and will not compromise the public health, safety, and welfare.

NOTICES MAILED 325 by Planning Department

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

ZQR-5238

Case Number: 2002 APN: 137 35 714 001

Name of Property Owner: COSTCO WHOLESALE

Name of Applicant: PETER CLEMENT

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] AUTHORIZED AGENT

Print Name: PETER CLEMENT

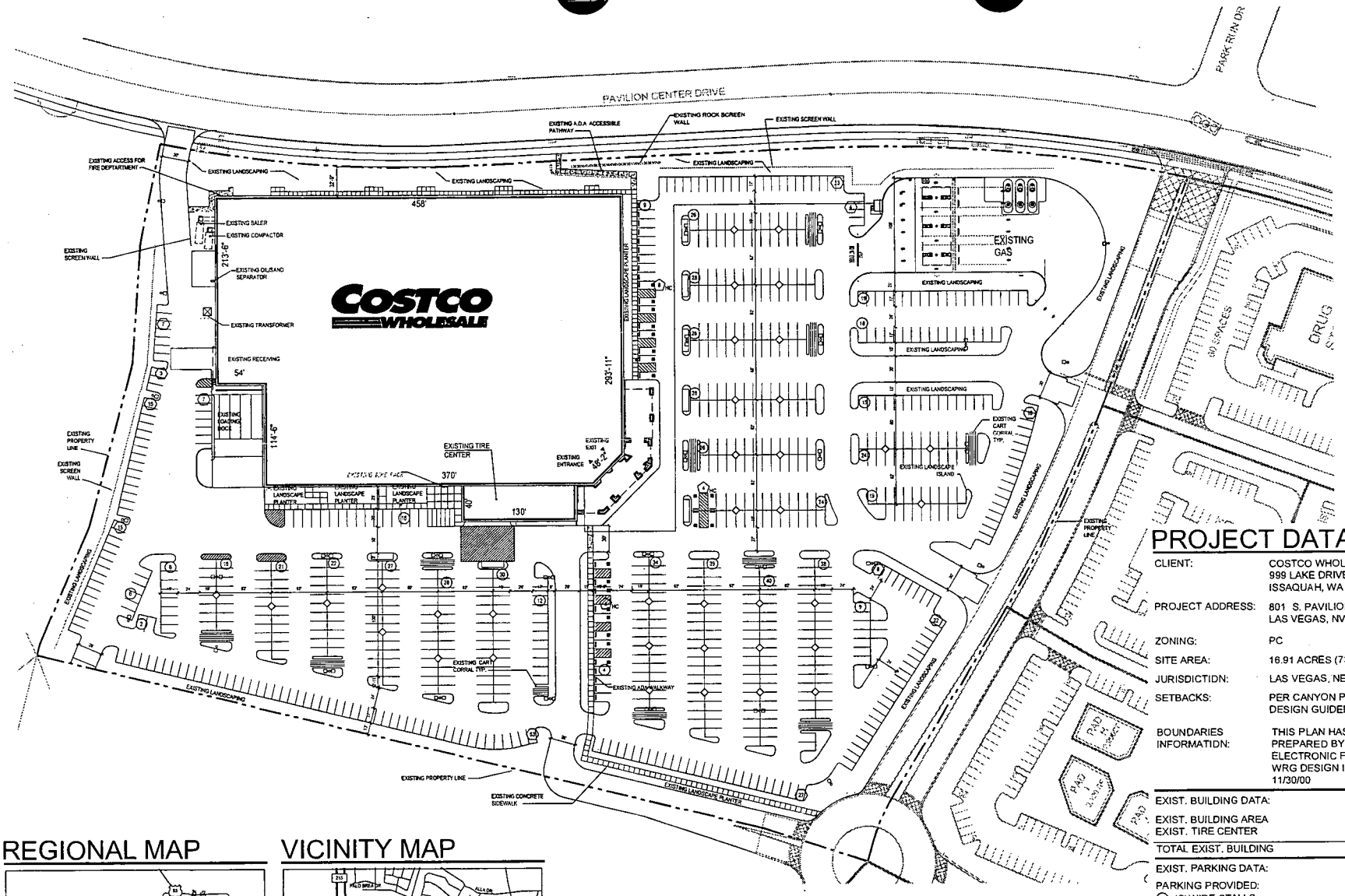
Subscribed and sworn before me

This 9 day of September, 2004

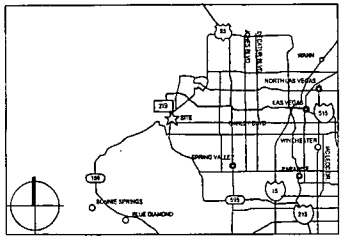
Amy L. Slater

Notary Public in and for said County and State

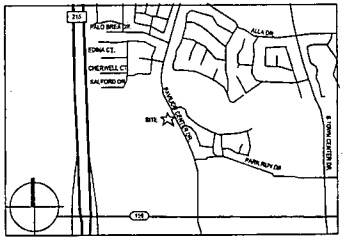
AMY L. SLATER
Notary Public State of Nevada
No. 01-67528-1
My appt. exp. Mar. 20, 2005



REGIONAL MAP



VICINITY MAP



PROJECT HISTORY					
SCOPE	DATE(mm)	UPDATED BY	PROJ. MGR.	WHSE. PLANS	COMMENTS
A	02/03	ARC	PN		UPDATE FOR EXISTING PLANS
B	02/03	ARC	PN		UPDATE FOR EXISTING PLANS

PROJECT DATA

CLIENT:	COSTCO WHOLESALE 999 LAKE DRIVE ISSAQUAH, WA 98027
PROJECT ADDRESS:	801 S. PAVILION CENTER DR. LAS VEGAS, NV
ZONING:	PC
SITE AREA:	16.91 ACRES (736,826 S.F.)
JURISDICTIDN:	LAS VEGAS, NEVADA
SETBACKS:	PER CANYON POINT DESIGN GUIDELINES
BOUNDARIES INFORMATIDN:	THIS PLAN HAS BEEN PREPARED BY USING THE ELECTRONIC FILE FROM WRG DESIGN INC. DATED: 11/30/00

EXIST. BUILDING DATA:	
EXIST. BUILDING AREA	143,463 S.F.
EXIST. TIRE CENTER	5,200 S.F.
TOTAL EXIST. BUILDING	148,663 S.F.
EXIST. PARKING DATA:	
PARKING PROVIDED:	
(#) 10' WIDE STALLS	612 STALLS
(#) 9' WIDE STALLS	203 STALLS
(#)HC HANDICAP STALLS	20 STALLS
TOTAL EXIST. PARKING	835 STALLS
NO. OF STALLS PER 1000 S.F. OF BUILDING AREA:(148,663 S.F.)	5.62 STALLS

NOTES:
EXISTING CONDITIONS TO BE FIELD VERIFIED.

COSTCO WHOLESALE
SUMMERLIN, NV.
#685
801 S. PAVILION CENTER DRIVE
LAS VEGAS, NV

MULVANNY G2
1110 112TH AVE. NE | SUITE 500
BELLEVUE, WA | 98004
T 425.453.2000 | F 425.453.2032
MulvannyG2.com

00-3420
NOVEMBER 05, 2002
EXISTING
SITE PLAN

EX1.1

COSTCO WHOLESALE

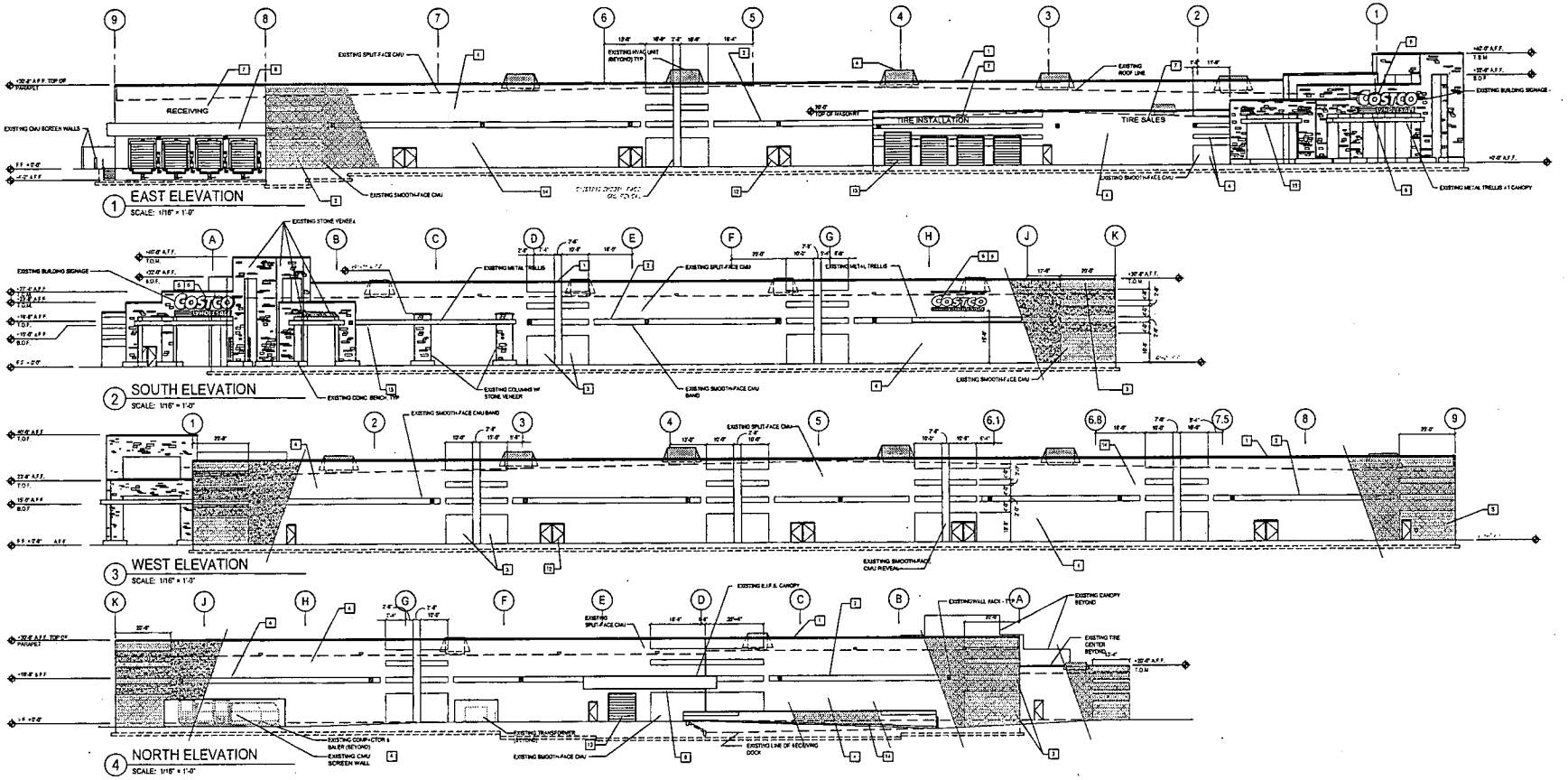
LAS VEGAS, NEVADA

RQR-5238

10-20-04 CC

EXISTING SITE PLAN

FEBRUARY 03, 2003



EXTERIOR FINISH SCHEDULE

#	ITEM	MATERIAL	FINISH	COLOR	MANUFACTURER	NOTES
1	CAP FLASHING	GALV. SHEET METAL		MATCH MAIN BLDG C.M.U.		
2	ACCENT BAND	S.M.F. C.M.U.	INTEGRAL COLOR	DESERT SUNRISE	CSR MASONRY PROD.	
3	ACCENT ENDS	S.M.F. C.M.U.	INTEGRAL COLOR	TAN WITH BLACK AGGREGATE	CSR MASONRY PROD.	
4	MAIN BUILDING	S.F. C.M.U.	INTEGRAL COLOR	TAN WITH BLACK AGGREGATE	CSR MASONRY PROD.	
5	"COSTCO" SIGN		METAL PAN LETTERS	SAFETY RED S.W. 4081		BY M.B.S.
6	"WHOLESALE" SIGN		METAL PAN LETTERS	LAPIS LAZULI S.W. 1805		BY M.B.S.
7	MISC. SIGNS		METAL PAN SIGNS	SAFETY RED S.W. 4081		BY M.B.S.
8	RECEIVING CANOPY	E.I.F.S.	PAINT	MATCH MAIN BLDG. C.M.U	SHERWIN WILLIAMS	SEE STRUCT. BY M.B.S.
9	CANOPY FIELD	STONE		SUMMERLIN 034	EL DORADO STONE	"RUSTIC LEDGE"
10	CANOPY FIELD	E.I.F.S.	PAINT	COPPER NAIL S.W. 2315	SHERWIN WILLIAMS	SANDBLAST TEXTURE
11	CANOPY COLUMN	STONE		SUMMERLIN 034	EL DORADO STONE	"RUSTIC LEDGE"
12	EGRESS DOORS	METAL DOOR AND FRAME	PAINT	TO MATCH ADJACENT WALL		
13	ROLL UP DOORS	METAL ROLL UP DOORS	PAINT	TO MATCH ADJACENT WALL		
14	SCREEN WALL	CMU	INTEGRAL COLOR	TAN WITH BLACK AGGREGATE	CSR MASONRY PROD.	
15	TRELLIS	ALUMINUM TUBE STEEL	PAINT	MEADOW WOOD #129	DUNN EDWARDS	SEE STRUCTURAL
16	CANOPY CAP	STONE VENEER	STAIN	TO MATCH SUMMERLIN 034		SEE STRUCTURAL

NOTE: 1. ALL FINISHES ARE TYPICAL UNLESS OTHERWISE NOTICED

PROJECT HISTORY					
SCOPE	DATE	UPDATED BY	PROJ. MGR.	WHSE. PLANS	COMMENTS
A	02/03	ARC	PH		UPDATE FOR EXISTING PLANS
B	02/03	ARC	PH		UPDATE FOR EXISTING PLANS

COSTCO WHOLESALE
SUMMERLIN, NV.
#685
801 S. PAVILION CENTER DRIVE
LAS VEGAS, NV

MULVANNY G2
11115 127TH AVE. NE | SUITE 100
BELLEVUE, WA | 98004
t 425.453.2000 | f 425.453.2002
MulvannyG2.com

00-3420
NOVEMBER 05, 2002
EXISTING
EXTERIOR
ELEVATIONS

EX3.1

COSTCO WHOLESALE

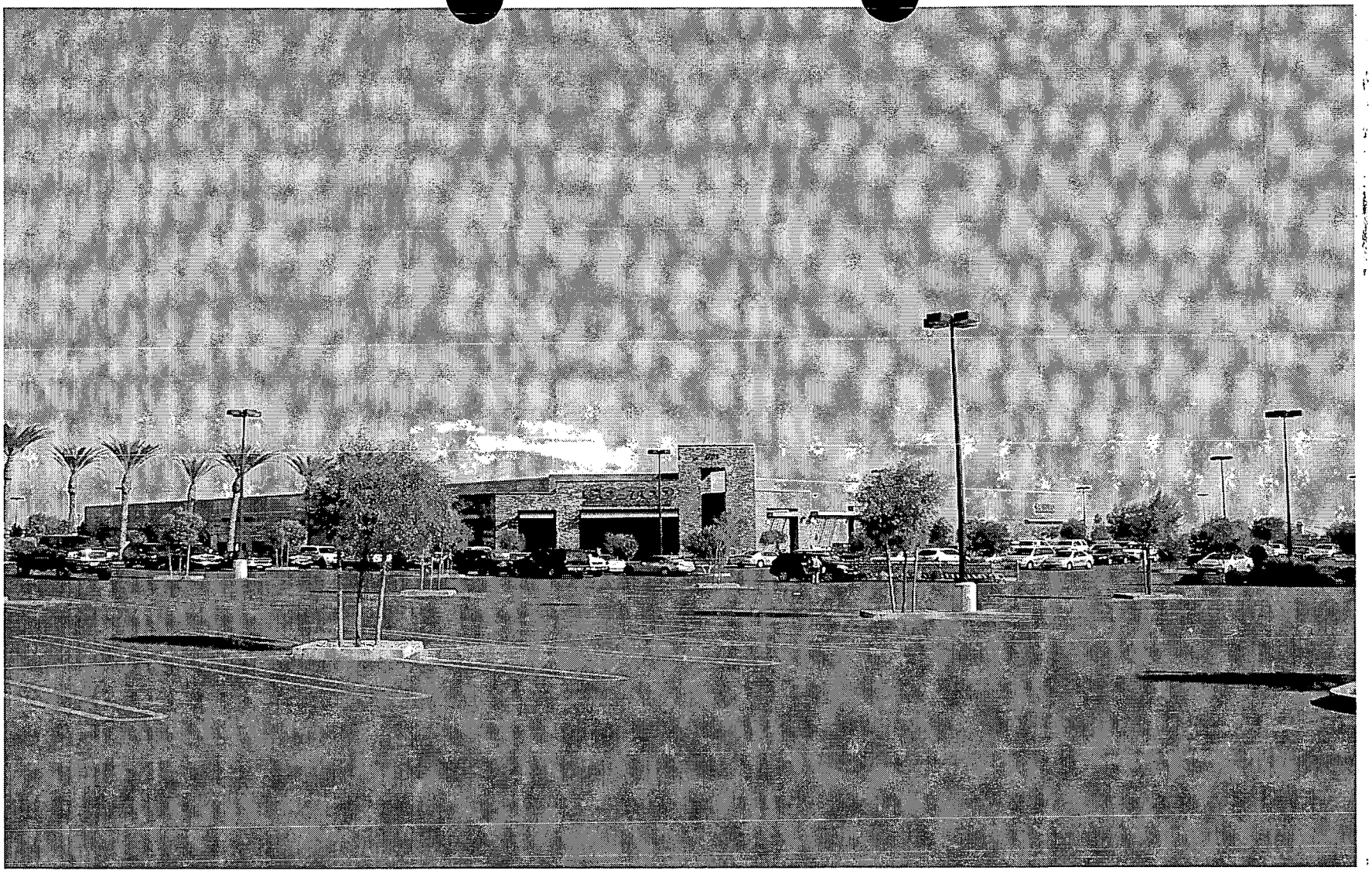
LAS VEGAS, NEVADA

RQR-5238

10-20-04 CC

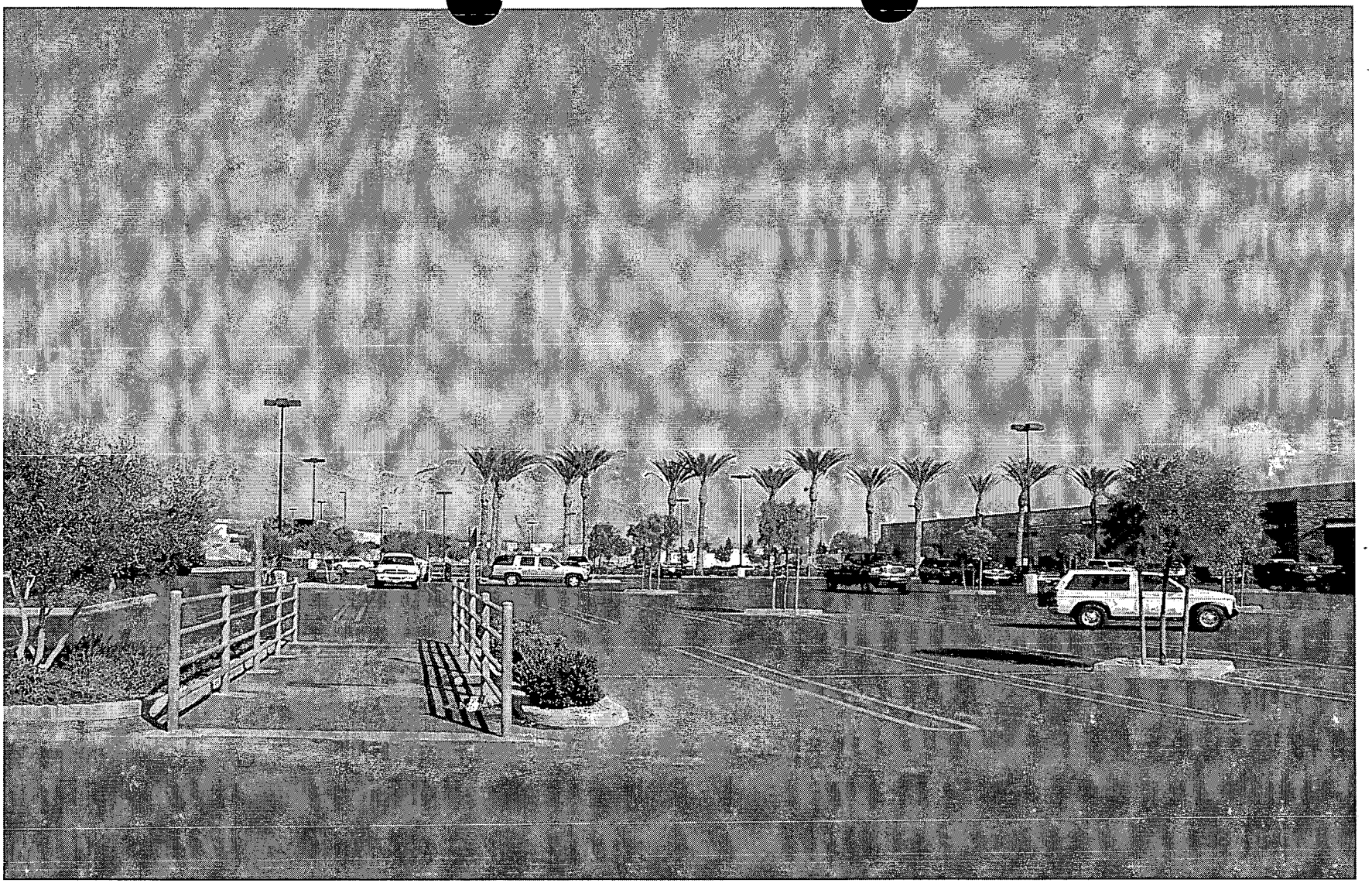
EXISTING ELEVATIONS

FEBRUARY 03, 2003



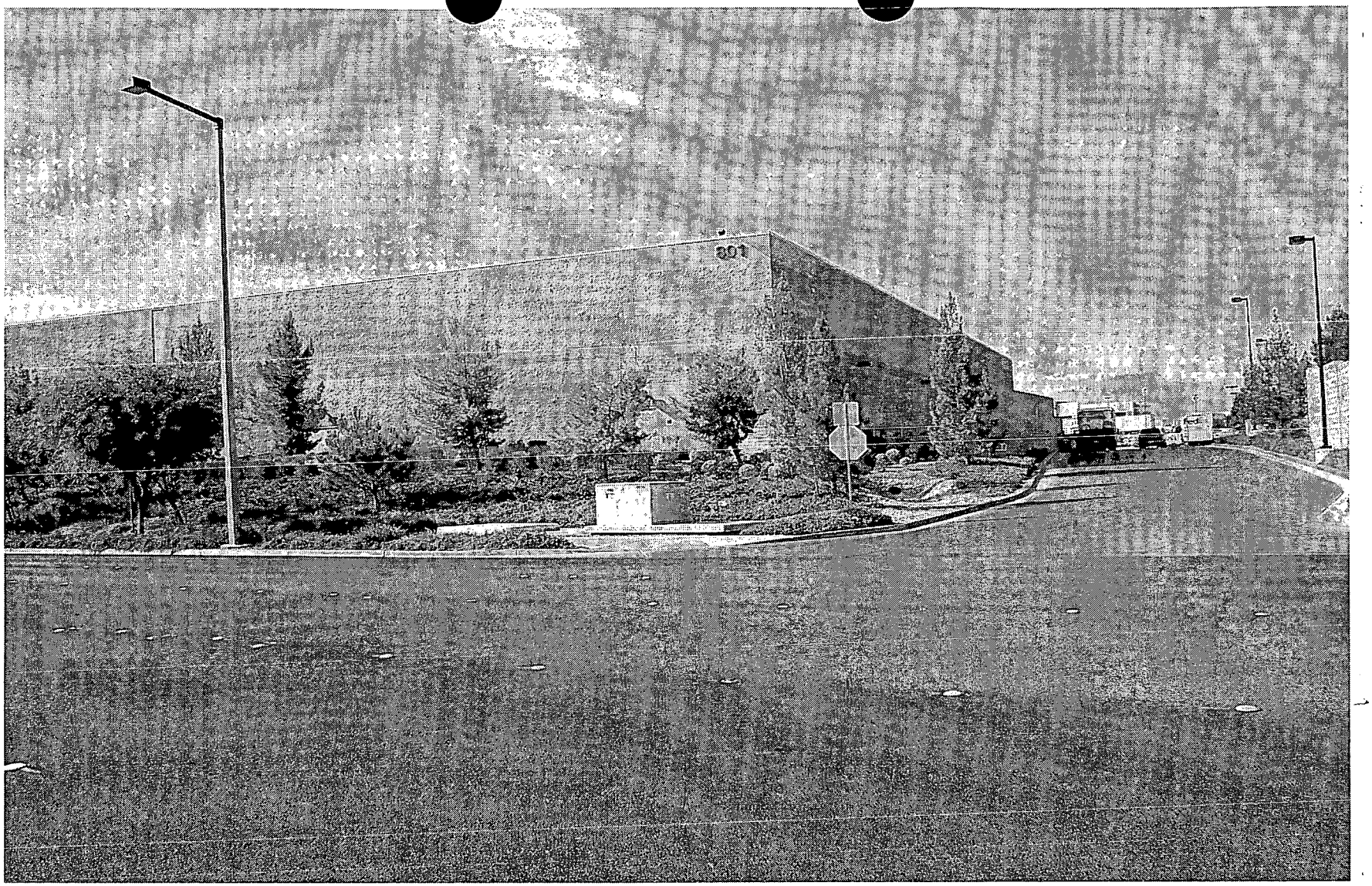
RQR-5238 - APPLICANT/OWNER: COSTCO WHOLESALE
801 South Pavilion Center Drive
OCTOBER 20, 2004 CITY COUNCIL MEETING

Picture taken 10/01/04



RQR-5238 - APPLICANT/OWNER: COSTCO WHOLESALE
801 South Pavilion Center Drive
OCTOBER 20, 2004 CITY COUNCIL MEETING

Picture taken 10/01/04



RQR-5238 - APPLICANT/OWNER: COSTCO WHOLESALE
801 South Pavilion Center Drive
OCTOBER 20, 2004 CITY COUNCIL MEETING

Picture taken 10/01/04

City of Las Vegas

Agenda Item No. 77

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT GENZER ☐ CONSENT ☒ DISCUSSION

SUBJECT:

REVIEW OF CONDITION

ROC-5057 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: US HOME CORPORATION - OWNER: GMAC MODEL HOME FINANCE, INC. - Request for a Review of Condition Number 2 of an approved Site Development Plan Review (SDR-2026) which required five-foot side yard setbacks and 10-foot corner side setbacks in conjunction with a 97-lot single-family residential development on 28.56 acres adjacent to the east side of Torrey Pines Drive, between Azure Drive and Bullring Lane (APN 125-26-611-001 through 097), R-E (Residence Estates) Zone under Resolution of Intent to R-PD3 (Residential Planned Development - 3 Units per Acre), Ward 6 (Mack). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

MACK - APPROVED subject to conditions and the following added condition:
- Only Lots 25, 33, 41, 49 and 53 shall have setback reduction.
- UNANIMOUS

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

CHRIS ARMSTRONG, Carter & Burgess, Inc., 6655 Bermuda Road, appeared on behalf of the applicant and stated that the item was held in abeyance in order to resolve concerns expressed by the neighbors. The neighbors have indicated they would prefer to have the setback reduction on Lots 25, 33, 41, and 53. Therefore, MR. ARMSTRONG asked that the request be amended to include those lots for the reduction of the setback.

COUNCILMAN MACK thanked the applicant for meeting with the neighbors to resolve that issue. Since every lot adjacent to the intersection has a six-foot wide landscape planter between the property line and the street, there are no true corner sites within this development. The five lots requiring a reduction of the side setbacks are all interior lots and cannot be seen from outside the project.

No one appeared in opposition.

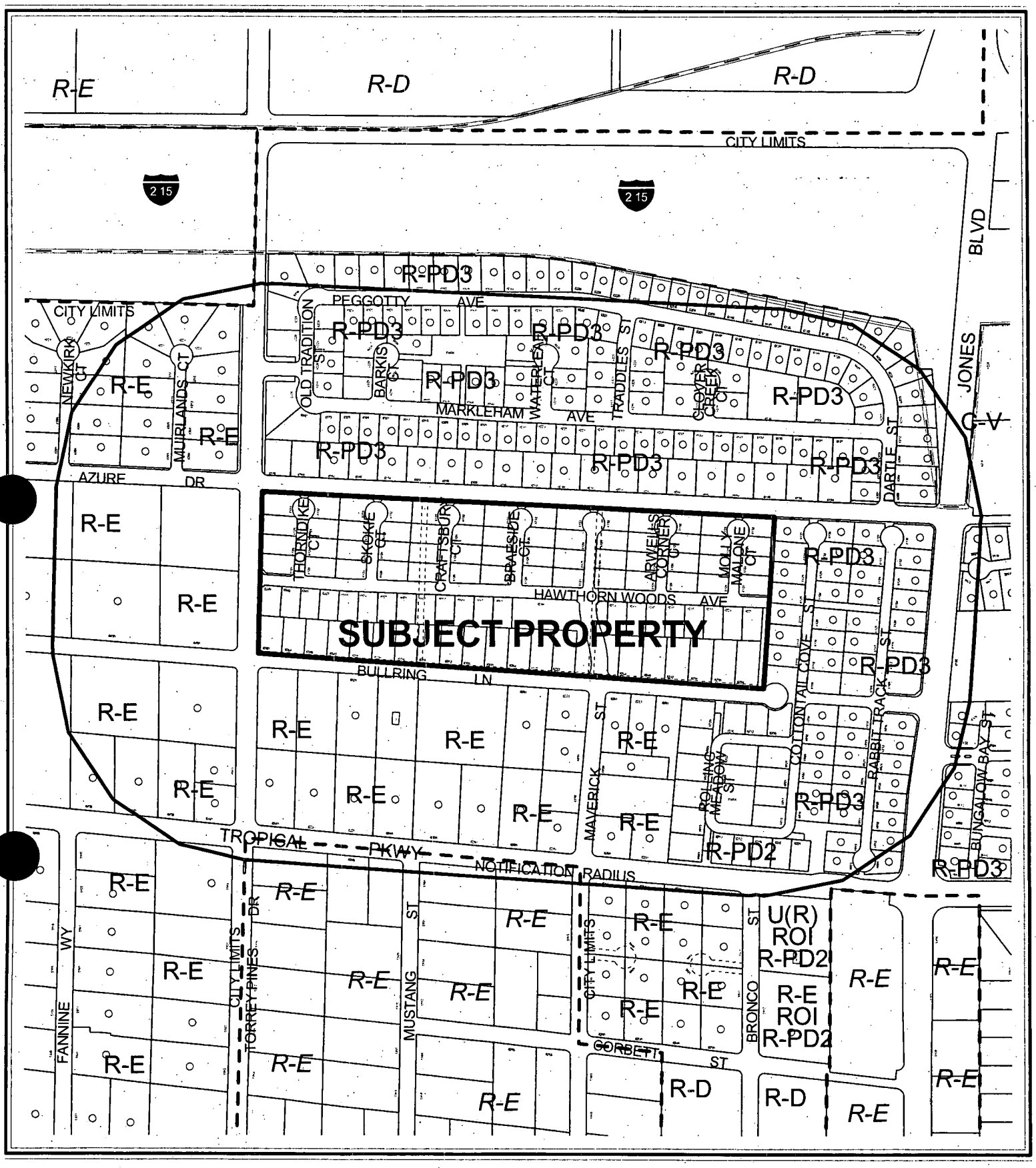
MAYOR GOODMAN declared the Public Hearing closed.
(1:21 - 1:23)

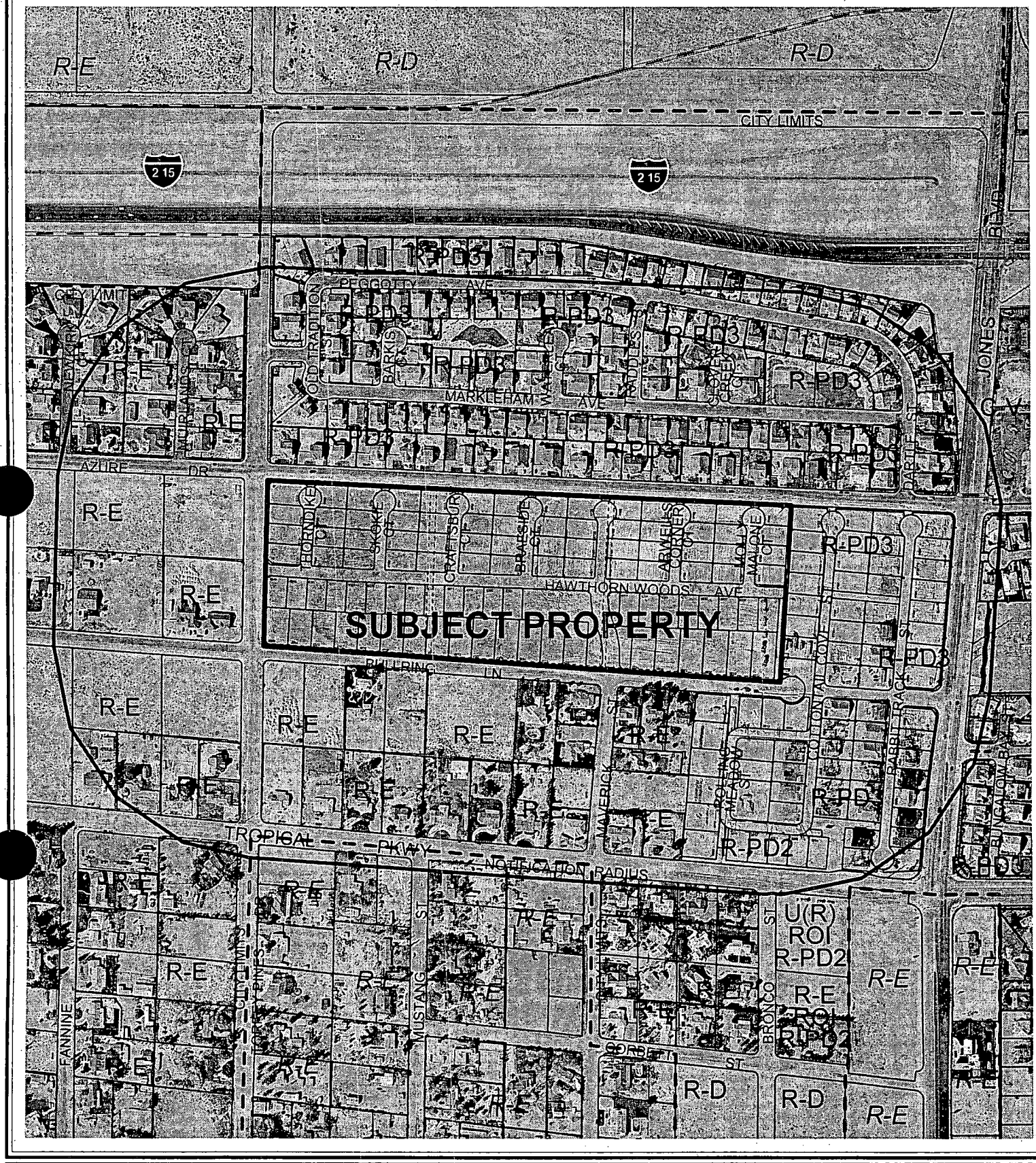
MINUTES - Continued:
3-565

CONDITIONS:
Planning and Development
1. Condition Number 2 of Site Development Plan Review (SDR-2026) shall be revised to read: "The setbacks for this development shall be 18 feet in the front, 3 feet on the side and 15 feet in the rear. The setbacks for the lots along Bullring Lane shall be staggered so that no two adjacent lots have the same front setback."

2. No part of any structure may encroach into the three-foot side yard setback area.

3. Conformance to all other Conditions of Approval for Site Development Plan Review (SDR-2026) and all other applicable site-related actions as required by the Planning and Development Department and the Department of Public Works.


R-E
R-D
R-D
CITY LIMITS
215
215
BLVD
JONES
R-PD3
PEGGOTTY AVE
CITY LIMITS
NEWKIRK CT
MUIRLANDS CT
R-E
R-E
AZURE DR
OLD TRADITION ST
BARKIS CT
R-PD3
R-PD3
WATERLEAF CT
TRADDLES ST
R-PD3
CLOVER CREEK CT
R-PD3
MARKLEHAM AVE
R-PD3
R-PD3
R-PD3
DARTLE ST
C-V
THORNDIKE CT
SKOKIE CT
CRAFTSBURY CT
BRAESIDE CT
ARWELLS CORNER CT
MOLLY MALONE CT
HAWTHORN WOODS AVE
SUBJECT PROPERTY
BULLRING LN
R-E
R-E
R-E
R-E
R-E
R-E
R-E
R-E
R-E
R-E
R-E
MAVERICK ST
ROLLING MEADOW ST
COTTONTAIL COVE ST
RABBIT TRACK ST
BUNGALOW BAY ST
R-PD3
R-PD3
R-PD3
R-PD2
R-PD3
TROPICAL PKWY
NOTIFICATION RADIUS
R-E
R-E
R-E
R-E
R-E
R-E
R-E
R-E
R-E
R-E
R-E



0 400 800 Feet

CASE: **ROC-5057**

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ABEYANCE ITEM - ROC-5057 - APPLICANT: US HOME CORPORATION – OWNER: GMAC MODEL HOME FINANCE, INC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 6, 2004 CITY COUNCIL MEETING AT COUNCILMAN MACK'S REQUEST.

** CONDITIONS **

Staff recommends APPROVAL, subject to:

Planning and Development

1. Condition Number 2 of Site Development Plan Review (SDR-2026) shall be revised to read:

   "The setbacks for this development shall be 18 feet in the front, 3 feet on the side and 15 feet in the rear. The setbacks for the lots along Bullring Lane shall be staggered so that no two adjacent lots have the same front setback."

2. No part of any structure may encroach into the three-foot side yard setback area.

3. Conformance to all other Conditions of Approval for Site Development Plan Review (SDR-2026) and all other applicable site-related actions as required by the Planning and Development Department and the Department of Public Works.

** STAFF REPORT **

APPLICATION REQUEST

A) Action Requested

This is a Review of Condition Number 2 of an approved Site Development Plan Review (SDR-2026), which required five-foot side yard setbacks and 10-foot corner side setbacks in conjunction with a 97-lot single-family residential development on 28.56 acres adjacent to the east side of Torrey Pines Drive, between Azure Drive and Bullring Lane. The applicant requests that the condition be amended to allow three-foot setbacks for all side yards within the development and to eliminate the minimum corner side yard requirement.

B) Applicant's Justification

According to the applicant's justification letter, the Final Map for the subject subdivision resulted in lot lines that were not perpendicular. This has created a hardship in which no approved dwelling can fit within the setbacks approved for the development. The intent of the corner side setback is preserved, as there will be a six-foot landscape buffer between the edge of the private street and the dwelling.

BACKGROUND INFORMATION

A) Previous Actions

10/18/01 The Planning Commission accepted the applicant's request to withdraw without prejudice a request for a General Plan Amendment (GPA-0038-01) to amend a portion of the Centennial Hills Sector Plan from DR (Desert Rural Density Residential) to L (Low Density Residential) on a portion of the subject site.

05/21/03 The City Council approved a General Plan Amendment (GPA-2022) to amend a portion of the Centennial Hills Sector Plan from DR (Desert Rural Density Residential) to R (Rural Density Residential), a Rezoning (ZON-2025) from R-E (Residence Estates) Zone to R-PD3 (Residential Planned Development – 3 Units per Acre), a Variance (VAR-2186) for a reduction of the required amount of open space, and a Site Development Plan Review (SDR-2026) for a proposed 97-lot single-family residential development on the subject site. The Planning Commission recommended approval of all items. Staff recommended approval of the General Plan Amendment and denial of all other items.

06/12/03 The Planning Commission approved a Tentative Map (TMP-2270) for a 97-lot single-family residential subdivision (Jones/Azure II) on the subject site. Staff recommended approval.

05/14/04 The Final Map (FMP-3243) for the Jones/Azure II subdivision was recorded in the Office of the Clark County Recorder.

B) Pre-Application Meeting

08/16/04 After the applicant submitted a lot-fit analysis to staff for review, it was discovered that five lots in the subdivision could not accommodate any of the models approved for the site. The applicant will request setbacks to fit these models. Submittal requirements were discussed.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 28.56

B) Existing Land Use

Subject Property:	Undeveloped
North:	Single-Family Dwellings
South:	Undeveloped, Single Family Dwellings
East:	Single-Family Dwellings
West:	Undeveloped, Single Family Dwellings

C) Planned Land Use

Subject Property:	DR (Desert Rural Density Residential)
North:	R (Rural Density Residential)
South:	DR (Desert Rural Density Residential)
East:	R (Rural Density Residential)
West:	DR (Desert Rural Density Residential)

D) Existing Zoning

Subject Property:	R-E (Residence Estates) under Resolution of Intent to R-PD3 (Residential Planned Development – 3 Units per Acre)
North:	R-PD3 (Residential Planned Development – 3 Units per Acre) and R-E (Residence Estates) under Resolution of Intent to R-PD3 (Residential Planned Development – 3 Units per Acre)
South:	R-E (Residence Estates) and R-E (Residence Estates) under Resolution of Intent to R-PD2 (Residential Planned Development – 2 Units per Acre)
East:	R-E (Residence Estates) under Resolution of Intent to R-PD3 (Residential Planned Development – 3 Units Per Acre)
West:	R-E (Residence Estates)

E) General Plan Compliance

The site is designated as R (Rural Density Residential) in the Centennial Hills Sector Plan of the General Plan. This classification features a rural or semi-rural environment with a lifestyle similar to that of Desert Rural (single-family homes on large lots), but with a smaller allowable lot size. The existing R-PD3 (Residential Planned Development – 3 Units per Acre) zoning district is in conformance with the R designation.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan		X
Special Overlay District		X
Trails		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

No special districts, zones, or plans affect the subject site.

PROJECT DESCRIPTION

The subject site consists of 97 single-family lots ranging in size from 7,700 square feet to 13,345 square feet. The primary access is from Bullring Lane with a gated secondary access from Torrey Pines Drive. A total of 77 lots will front on privates streets internal to the subdivision with remaining lots fronting on Bullring Lane. Two open space areas are shown at the entrance from Bullring Lane with the other open space located on the west edge of the site adjacent to Torrey Pines Drive. A six-foot wide landscape planter is shown along Torrey Pines Drive and Azure Drive. The building elevations depict stucco exteriors with tile roofs. The floor plans depict eight different models ranging in size from 2,875 square feet to 4,518 square feet. The approved setbacks for the development are 18 feet in the front, five feet on the side, 10 feet on a corner side and 15 feet in the rear.

ANALYSIS

A) Zoning Code Compliance

A1) Development Standards

Pursuant to Title 19.06 and the approved Site Development Plan Review (SDR-2026), the following Development Standards apply to the subject proposal:

Standards	Approved	Requested
Min. Setbacks		
• Front	18 Feet	18 Feet
• **Side**	**5 Feet**	**3 Feet**
• **Corner**	**10 Feet**	**N/A**
• Rear	15 Feet	15 Feet

A three-foot side setback is requested for all lots in the proposed subdivision where five feet was the approved minimum side yard setback. The applicant also requests that the corner side setback be eliminated, as there are no true corner sides in the development.

B) General Analysis and Discussion

The text of Condition Number 2 of Site Development Plan Review (SDR-2026) reads: "The setbacks for this development shall be 18 feet in the front, 5 feet on the side, 10 feet on a corner side, and 15 feet in the rear. The setbacks for the lots along Bullring Lane shall be staggered so that no two adjacent lots have the same front setback." The applicant requests to amend the condition so that the minimum side yard setback is three feet and to eliminate the minimum corner side setback provision. As the condition applies to all lots within the development, the change would also affect all lots.

A lot-fit analysis required by staff as part of the permitting process showed that one particular approved residential model would not fit on Lots 25, 33, 41, 49 and 53. On Lots 25, 33, 41 and 49, a portion of the dwelling and the posts supporting the patio cover or veranda encroached between 0.05 and 0.25 feet into the required minimum ten-foot corner side setback. Lot 53 encroached 0.47 feet into the five-foot side yard setback.

There are no true corner side yards in this development. Each lot has a side yard on both sides of the dwelling. For lots adjacent to intersections, there is an intervening six-foot landscape buffer between the edge of the private street and the property line of these lots. The elimination of a corner side setback would mean that the structures on Lots 25, 33, 41, 49 and 53 would encroach as much as 1.25 feet into the side yard setback. The proposed three-foot side yard setback would allow the models to fit on all lots. No encroachments would be allowed within this three-foot area.

FINDINGS

If approved, the change to Condition Number 2 would primarily affect lots in the upper half of the subject subdivision. The nature of the request is minor, as the other 92 homes within the development will remain at least five feet from side property lines, with the only difference being another two feet of allowable building area. Buildings would still remain at least six feet apart. The revised setback dimensions that would be allowed as a result of the approval of this Review of Condition are consistent with the intent of the original Site Plan Review and can be approved. Staff's recommendation for denial of the Site Development Plan Review was based on the lack of provision for open space, not the type of product to be used on the lots.

NOTICES MAILED 119 by Planning Department

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ROC.5057 APN: 125-26-611-025, 033, 041, 049, & 053

Name of Property Owner: GMAC Model Home Finance, Inc.

Name of Applicant: U.S. Home Corp.

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes ___V___ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner/Authorized Agent: [signature]

Print Name: Mark Paniccia

RECEIVED
AUG 20 2004

Subscribed and sworn before me

This 17 day of AUGUST, 2004

[signature] - Tiffany Tillman
Notary Public in and for said County and State

APPROVED ZONING			
R-PD3	(Z 04-2025)	(MP-2270)	SDR-2026
LOT 25	125-26-611-025		
LOT 33	125-26-611-033		
LOT 41	125-26-611-041		
LOT 49	125-26-611-049		
LOT 53	125-26-611-053		

REQUESTED SETBACKS				
LOT #	REQUIRED CORNER SIDE	CORNER SIDE LIVING AREA	CORNER SIDE PORCH	CORNER SIDE TO STREET
LOT 25	10'	4.18'	3.79'	9.79'
LOT 33	18'	3.97'	3.75'	9.75'
LOT 41	10'	4.18'	3.95'	9.95'
LOT 49	18'	4.17'	3.95'	9.95'
LOT 53	10'	4.69'	4.53'	N/A

LEGEND:

- STREETS
- LANDSCAPE AREAS
- SINGLE FAMILY RESIDENTIAL
- PUBLIC DRAINAGE EASEMENT

ENGINEER:

Carter :: Burgess

Consultants in Engineering, Planning and the Environment
6655 BERMUDA ROAD LAS VEGAS, NV 89119
(702) 938-5400 Fax (702) 938-5454

OWNER / DEVELOPER

U.S. HOMES CORPORATION
2920 W. GREEN VALLEY PKW BLDG. 8, STE 811
LAS VEGAS, NEVADA 89014
(702) 458-7700

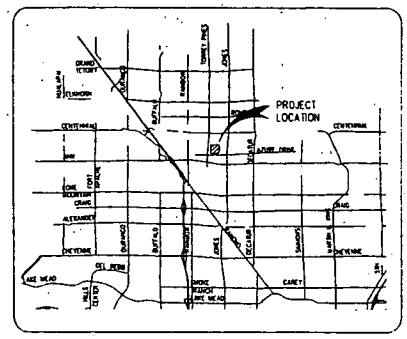
SERVICES

SANITARY SEWER:	CITY OF NORTH LAS VEGAS
WATER:	CITY OF NORTH LAS VEGAS
POWER:	NEVADA POWER COMPANY
GAS:	SOUTHWEST GAS CORPORATION
TELEPHONE:	SPRINT
CABLE T.V.:	COX COMMUNICATION
REFUSE:	REPUBLIC

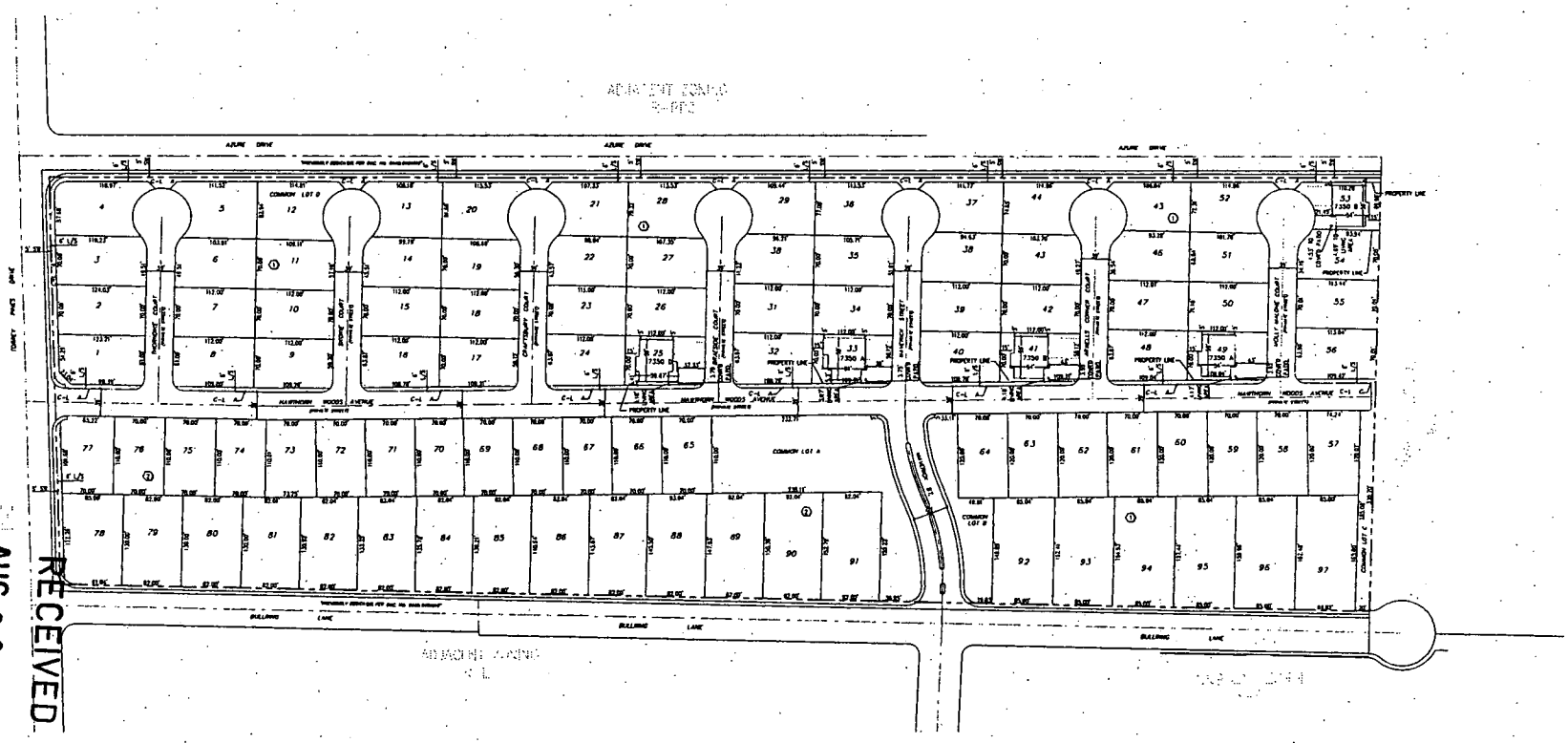
GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

MASTER SITE PLAN



VICINITY MAP
N.T.S.



RECEIVED
AUG 2 0 2004

REVISIONS

No.	Date	CHKD	APPD

DESIGNED:
DRAWN:
CHECKED:
JOB NO.:
LEVEL:
SCALE:
DATE: JULY, 2004

Carter :: Burgess
Consultants in Planning, Engineering, Construction Management, and Related Services
6655 Bermuda Road
Las Vegas, Nevada 89119
(702) 938-5400 Fax (702) 938-5454

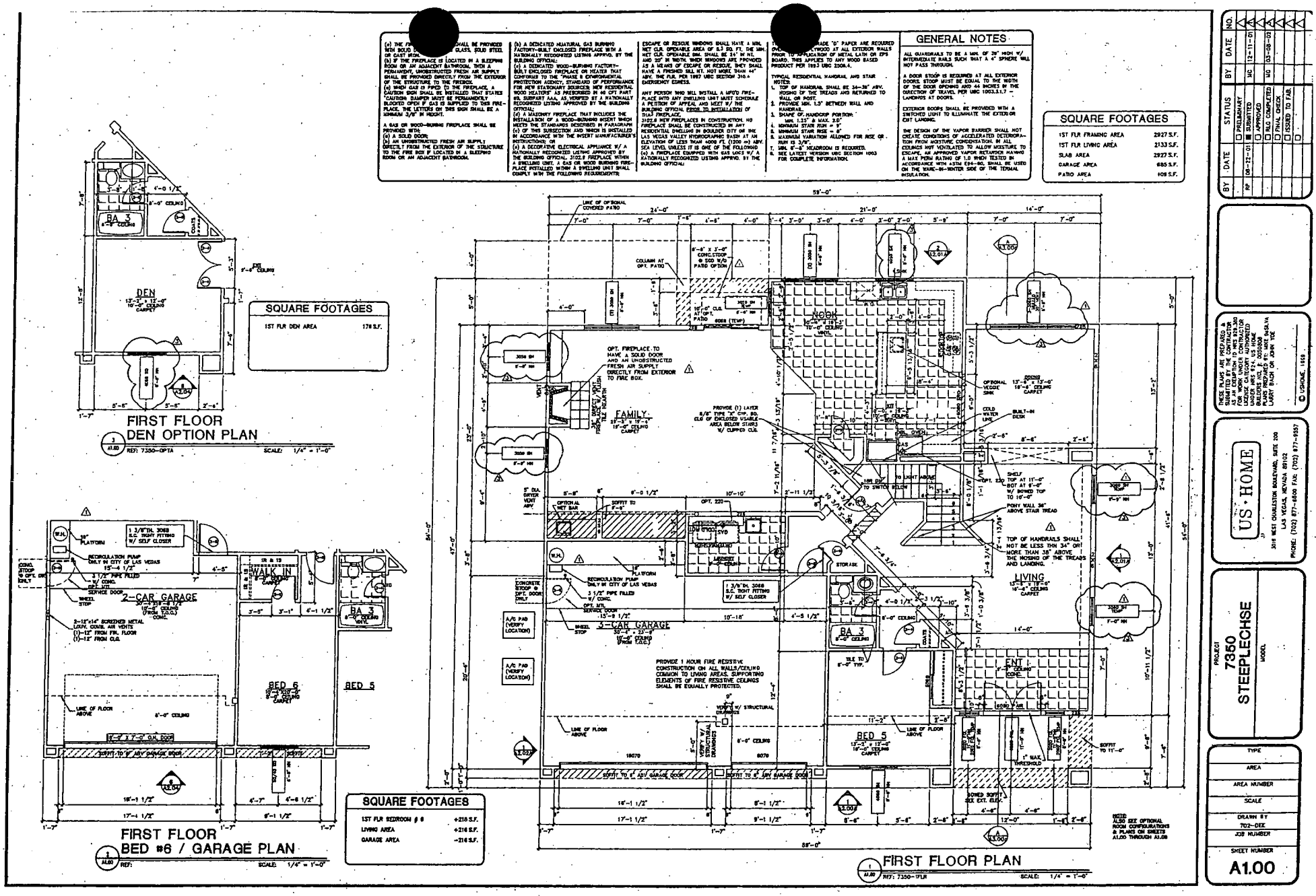
PROJECT: TURTLE CREEK COURT JONES / AZURE II
REVIEW OF CONDITIONS REQUEST

DESCRIPTION: U.S. HOMES
SITE PLAN

SHEET 1 of 1

ROC-5057
10-6-04 CC

L:\LEVAR\Jones Homes\DESIGN\EXHIBITS\COLOR_SITE_MAP.dwg, 8/19/2004 10:38:09 AM

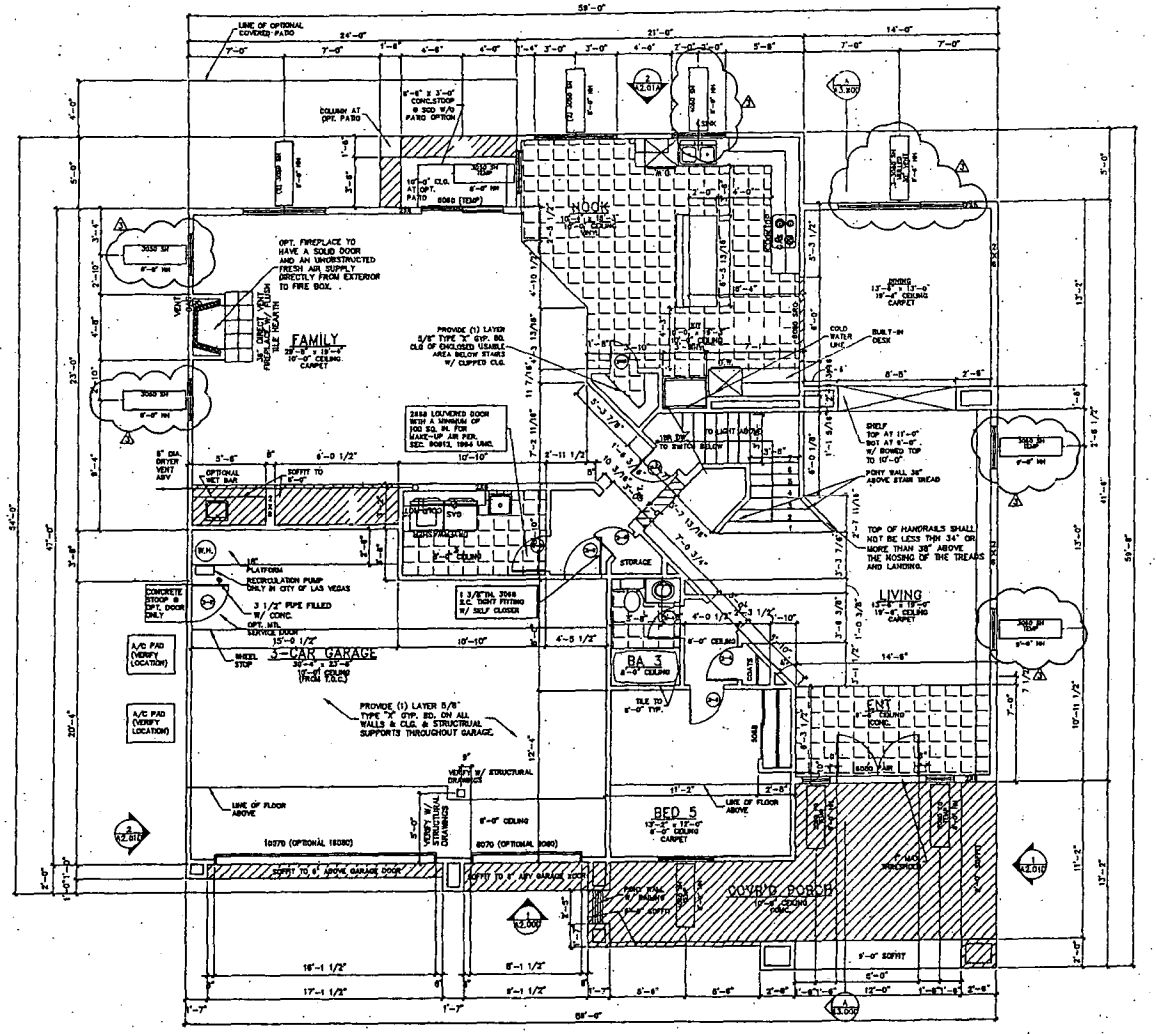


NO.	DATE	BY	STATUS
	12-11-01	MG	☐ PRELIMINARY
	03-08-02	MG	☒ SUBMITTED
			☐ APPROVED
			☐ BLG COMPLETED
			☐ FINAL CHECK
			☐ ISSUED TO FAB.

DATE	BY
08-22-01	RF

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN INSTRUMENT OF SERVICE FOR WORK UNDER CONTRACTOR LICENSE AS A CLASS AUTHORIZED UNDER NRS 624.215 FOR BUILDERS INC. # 0050868 CLARK COUNTY BUSINESS LICENSE # BUILDERS INC

SQUARE FOOTAGES	
1ST FLR FRAMED	3089 S.F.
1ST FLR LIVING AREA	2115 S.F.
SLAB AREA	3089 S.F.
GARAGE AREA	625 S.F.
PATIO AREA	284 S.F.



FLOOR PLAN 'D'
1ST FLOOR

REF: 7350-1FLRD SCALE: 1/4" = 1'-0"

BY	DATE	STATUS	BY	DATE	NO.
RP	04-23-01	☐ PRELIMINARY	MC	12-11-01	1
		■ SUBMITTED			
		☐ APPROVED	MC	03-08-02	2
		☐ BLC COMPLETED			
		☐ FINAL CHECK			
		☐ ISSUED TO FAB.			

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR OR AN ENGINEER EMPLOYED BY OR WORKING UNDER CONTRACT TO LICENSED CONTRACTOR AUTHORIZED TO USE THEM IN THE STATE OF NEVADA. BUILDERS NO. & CODE(S) PLANS PREPARED BY: MSC Design LARRY BACH OR JOHN YEE

©USHOME, 1999

US·HOME
3019 WEST CHARLESTON BOULEVARD, SUITE 100
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-8600 FAX: (702) 877-3557

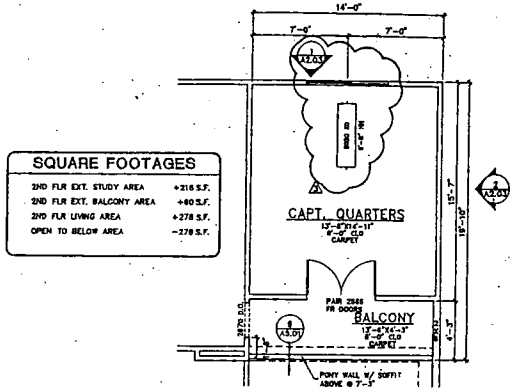
PROJECT
7350 STEEPLECHSE
MODEL

TYPE
1ST FLOOR PLAN "D"
AREA
AREA NUMBER
SCALE
DRAWN BY
702-OEE
JOB NUMBER
SHEET NUMBER
A1.00D

7350A1-00D

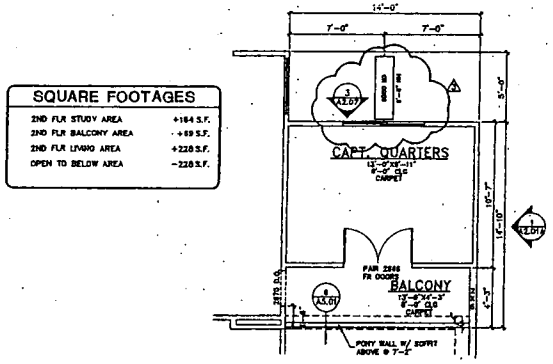
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ROC-5057
10-6-04 CC



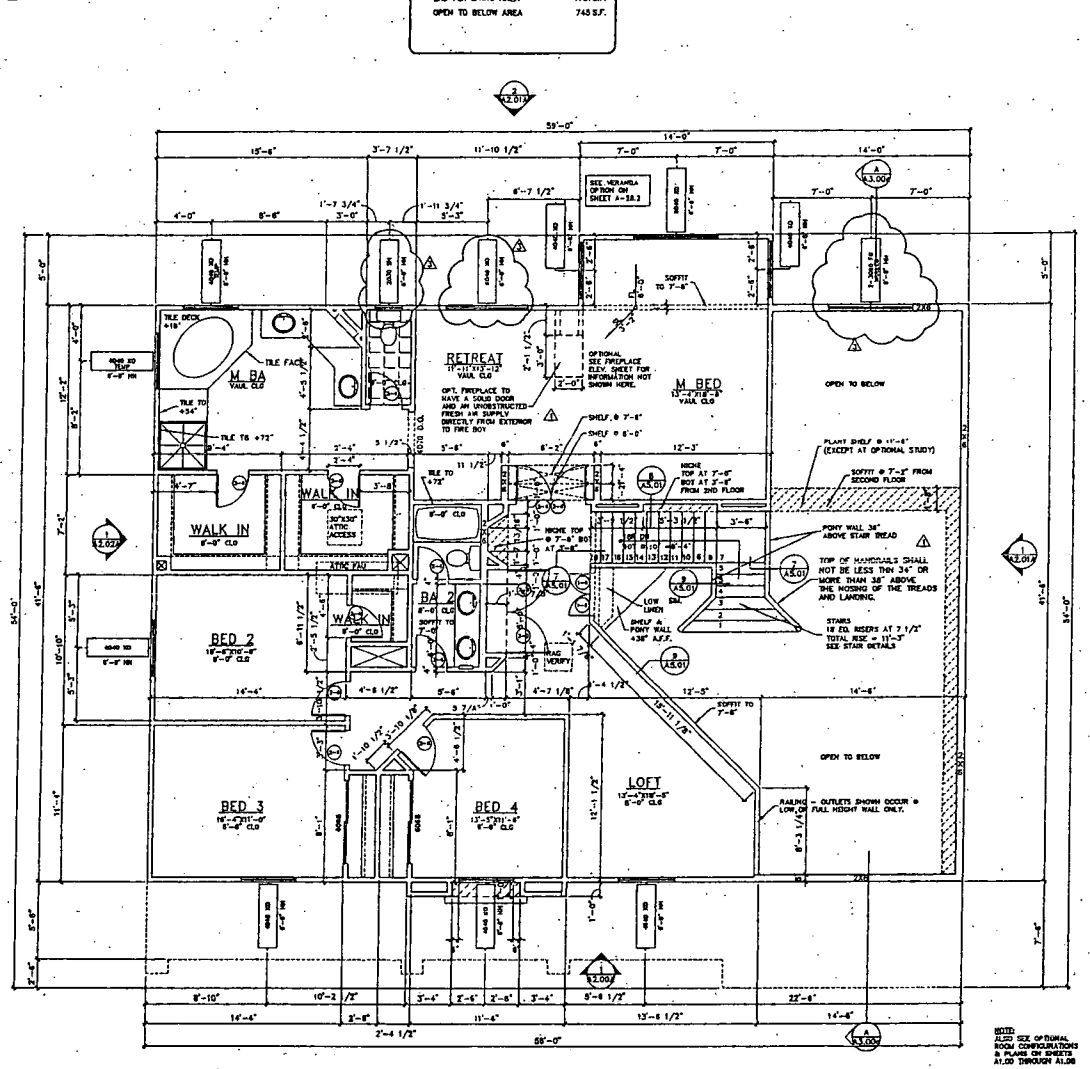
2ND FLOOR CAPT. QUARTERS PLAN @ EXTENDED FAMILY ROOM

1 A1.01 REF: 7350-OPTB SCALE: 1/4" = 1'-0"



2ND FLOOR CAPT. QUARTERS PLAN

3 A1.01 REF: 7350-OPTB SCALE: 1/4" = 1'-0"



2ND FLOOR FLOOR PLAN

1 A1.01 REF: 7350-2FLR SCALE: 1/4" = 1'-0"

NO	DATE	BY
1	12-11-01	MC
2	03-08-02	MC

STATUS	DATE	BY
☐ PRELIMINARY		
☐ SUBMITTED		
☐ APPROVED		
☐ REC COMPLETED		
☐ FINAL CHECK		
☐ ISSUED TO FAB		
☐		

DP 04-22-01

THESE PLANS ARE PREPARED & SUBMITTED TO THE BUILDING DEPT. AS AN EXEMPTION TO NRS 624.320 FOR WORK UNDER CONTRACTOR'S LICENSE LIMITATIONS. CONTRACTOR UNDER NRS 624, US HOME BUILDERS SAL, E 0020008 PLANS PREPARED BY: ARCHITECTURE WEST LARRY BACH OR JOHN YOE

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US · HOME

3019 WEST CHARLESTON BOULEVARD, SUITE 201
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-8600 FAX: (702) 877-8557

PROJECT
7350
STEEPLECHSE
MODEL

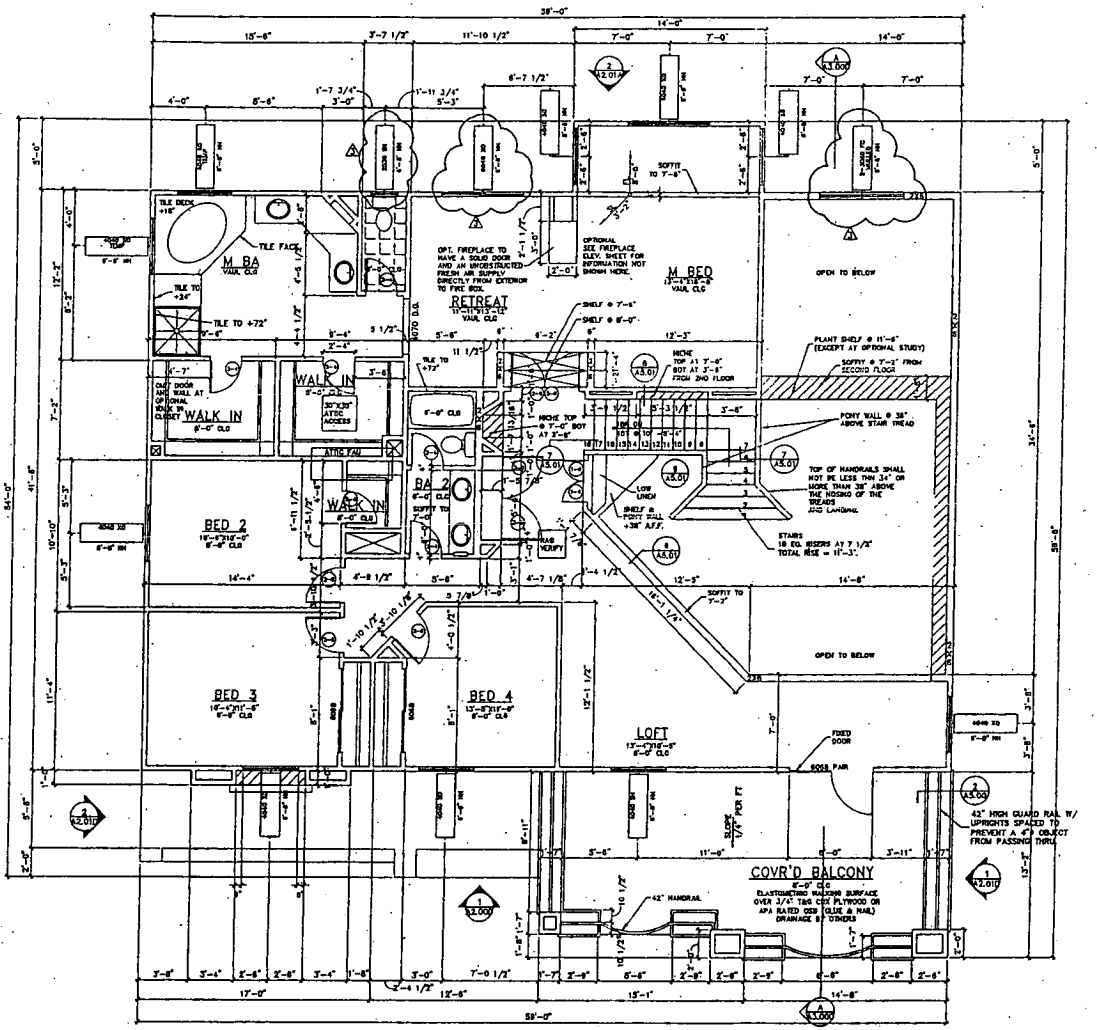
TYPE
AREA
AREA NUMBER
SCALE
DRAWN BY 702-DEE
JOB NUMBER
SHEET NUMBER A1.01

NOTE: ALSO SEE OPTIONAL ROOM CONFIGURATIONS & PLANS ON SHEETS A1.00 THROUGH A1.08

PLOT DATE:

ROC-5057
10-6-04 CC

SQUARE FOOTAGES	
2ND FLR FRAMING AREA	2894 S.F.
2ND FLR LIVING AREA	1878 S.F.
OPEN TO BELOW AREA	644 S.F.
FRONT BALCONY AREA	369 S.F.



FLOOR PLAN 'D'
2ND FLOOR

1 / A1.01D — REF: 7350-2FLRD — SCALE: 1/4" = 1'-0"

BY	DATE	STATUS	BY	DATE	NO.
		☐ PRELIMINARY	WG	12-11-01	
RP	04-25-01	■ SUBMITTED			
		☐ APPROVED	WG	03-08-02	
		☐ BLD. COMPLETED			
		☐ FINAL CHECK			
		☐ ISSUED TO FAIL			

THESE PLANS ARE PREPARED & INTENDED TO BE CONSTRUCTED AS AN EXEMPTION TO NRS 624.330 FOR WORK UNDER CONTRACTOR LICENSE CLASS(ES) AND/OR UNDER NRS 624.700 FOR OWNER BUILDERS WHO ARE NOT LICENSED. LARRY BACH OR JOHN TOK

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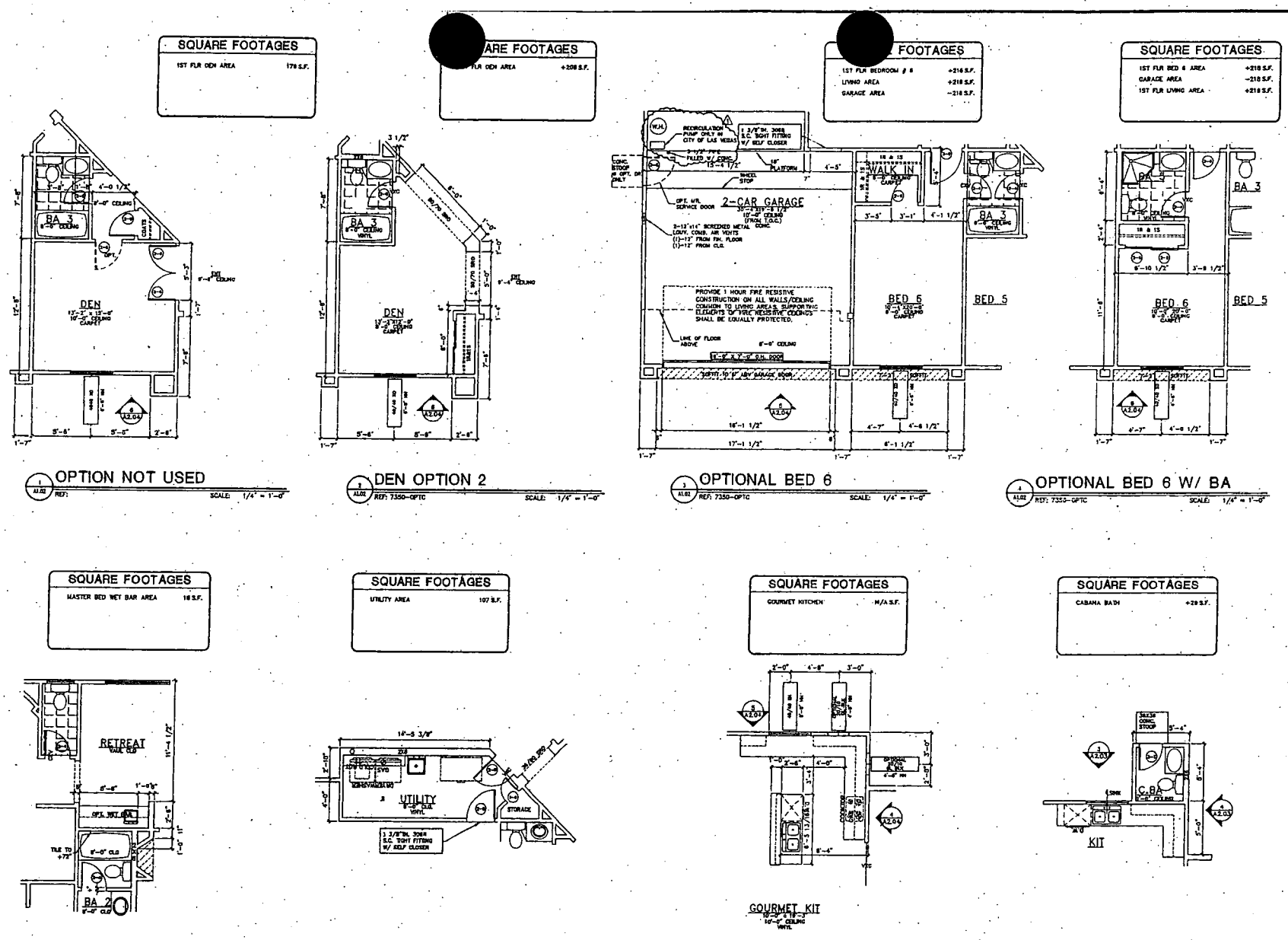
US · HOME

3018 WEST CHARLESTON BOULEVARD, SUITE 230
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-8600 FAX: (702) 877-5557

PROJECT
7350
STEEPLECHSE
MODEL

TYPE
2ND FLOOR PLAN "D"
AREA
AREA NUMBER
SCALE
DRAWN BY
702-OEE
JOB NUMBER
SHEET NUMBER
A1.01D

ROC-5057
10-6-04 CC



ROC-5057
10-6-04 CC

NO.	DATE	BY	STATUS
			☐ PROGRAM/ART
			☒ SUBMITTED
			☐ APPROVED
			☐ R.C. COMMENTS
			☐ FINAL CHECK
			☐ ISSUED TO FAB.

BY	DATE
RP	04-22-01

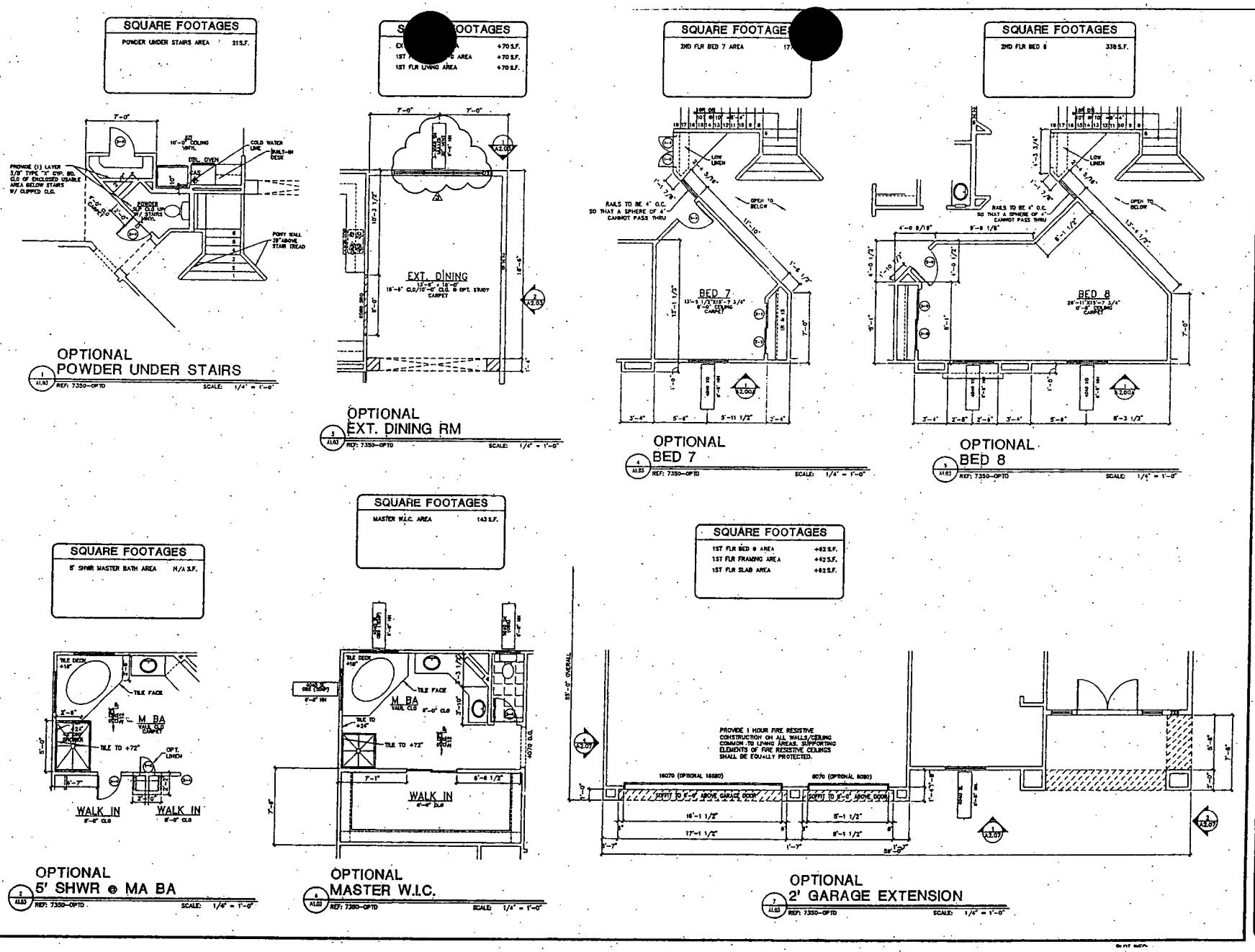
THESE PLANS ARE PREPARED AS AN EXEMPTION TO NRS 624.330 FOR WORK UNDER CONTRACT UNDER NRS 624. US HOME PLANS PREPARED BY: LARRY BUCH OR JOHN YOE

©USHOME, 1998

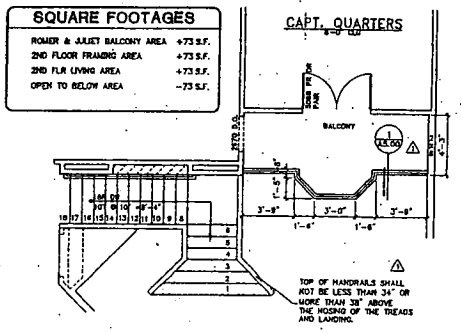
US • HOME
3016 WEST CHARLESTON BOULEVARD, SUITE 100
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-9600 FAX: (702) 877-9337

PROJECT
7350
STEEPLECHSE
MODEL

TYPE	OPTION PLANS
AREA	
AREA NUMBER	
SCALE	
DRAWN BY	702-SEE
JOB NUMBER	
SHEET NUMBER	A1.02

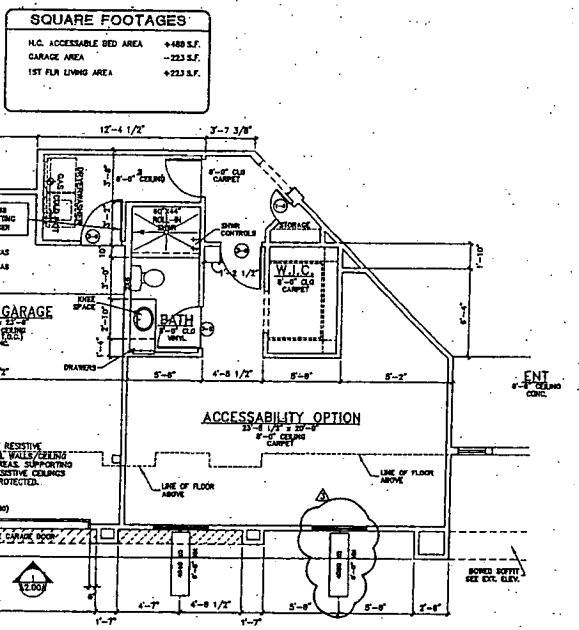


ROC-5057
10-6-04 CC



OPTIONAL ROMEO & JULIET BALCONY @ CAPT. QUARTERS

1 / A1.04 REF: 7350-OPTE SCALE: 1/4" = 1'-0"

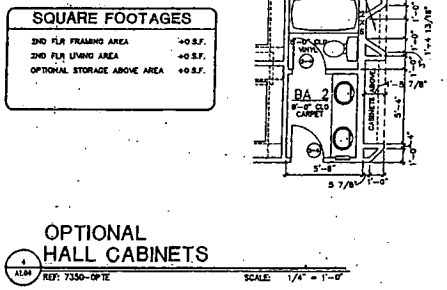


OPTIONAL ACCESSABILITY

3 / A1.04 REF: 7350-OPTE SCALE: 1/4" = 1'-0"

OPTION REMOVED

2 / A1.04 REF: SCALE: 1/4" = 1'-0"



OPTIONAL HALL CABINETS

4 / A1.04 REF: 7350-OPTE SCALE: 1/4" = 1'-0"

BY	DATE	STATUS	BY	DATE	NO.
RP	04-22-01	☐ PRELIMINARY	MS	12-11-01	1
		☒ SUBMITTED			
		☐ APPROVED	MS	03-06-02	2
		☐ R.C. COMPLETED			
		☐ FINAL CHECK			
		☐ ISSUED TO FAB.			

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN ACCOMMODATION TO HIS CLIENT. THE CONTRACTOR'S LICENSE CATEGORY AUTHORIZED UNDER NRS 624.220 IS: 1 US HOME PLANS PREPARED BY: MIKE CARAVA LARRY BACH OR JOHN YOE

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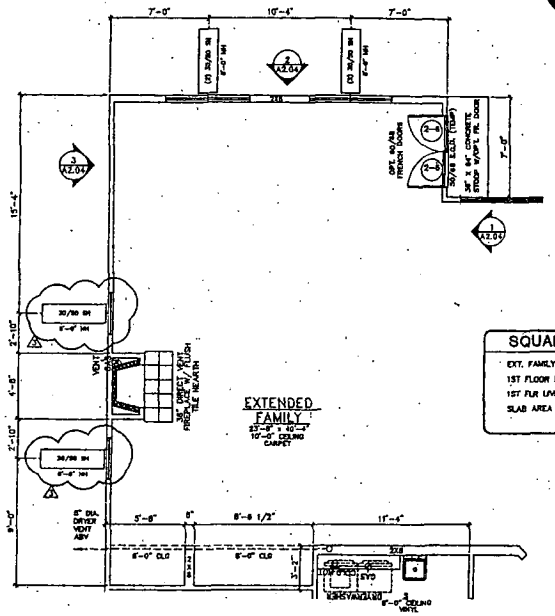
US · HOME

3016 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-8600 FAX: (702) 877-8537

PROJECT: 7350 STEEPLECHSE
MODEL

TYPE: OPTION PLANS
AREA
AREA NUMBER
SCALE
DRAWN BY: 702-DEE
JOB NUMBER
SHEET NUMBER: A1.04

ROC-5057
10-6-04 CC



SQUARE FOOTAGES	
EXT. FAMILY RM AREA	+292 S.F.
1ST FLOOR FRAMING AREA	+292 S.F.
1ST FLR LIVING AREA	+292 S.F.
SLAB AREA	+292 S.F.

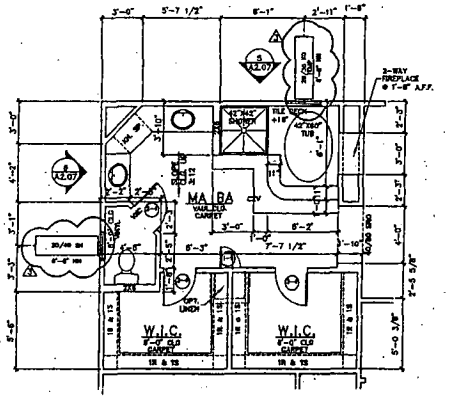
OPTIONAL
EXTENDED FAMILY RM

1 A1.05 REF: 7350-OPTF SCALE: 1/4" = 1'-0"

OPTION REMOVED

2 A1.05 REF: SCALE: 1/4" = 1'-0"

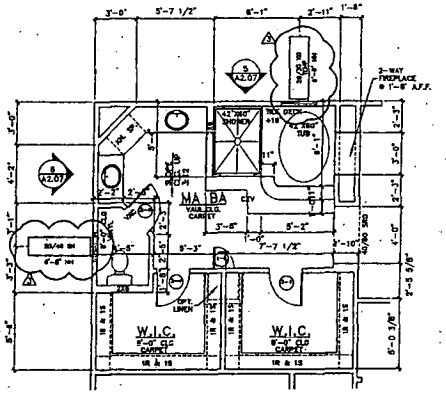
SQUARE FOOTAGES	
MASTER BATH AREA	238 S.F.



OPTIONAL
MASTER BATH

2 A1.05 REF: 7350-OPTF SCALE: 1/4" = 1'-0"

SQUARE FOOTAGES	
MASTER BATH AREA	238 S.F.



OPTIONAL
MASTER BATH W/ 5' SHWR

4 A1.05 REF: 7350-OPTF SCALE: 1/4" = 1'-0"

NO.	DATE	BY	STATUS	DATE	BY
			☐ PRELIMINARY		
			☐ SUBMITTED	04-22-01	RP
			☐ APPROVED		
			☐ B.C. COMPLETED		
			☐ FINAL CHECK		
			☐ ISSUED TO FAB.		
03-08-02	MC				

THESE PLANS ARE PREPARED AS STOCK PLANS FOR USE ON SINGLE FAMILY TRACT HOMES AS AN EXCEPTION TO NRS 623.350 FOR WORK TO BE PERFORMED BY LICENSED CONTRACTORS ONLY. WORK UNDER NRS 624. ALL WORK SHALL COMPLY WITH LOCAL CODES AS AMENDED. PLANS PREPARED BY: DENNIS DUZAN LARRY BACH OR JOHN YOE

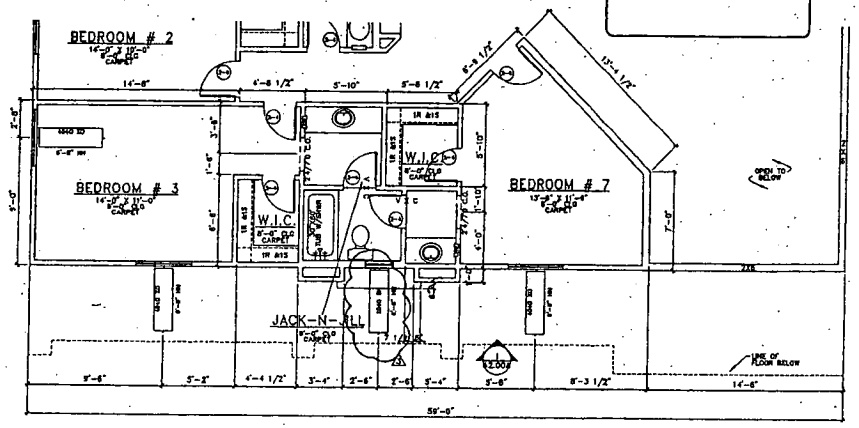
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3011 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-9500 FAX: (702) 877-9537

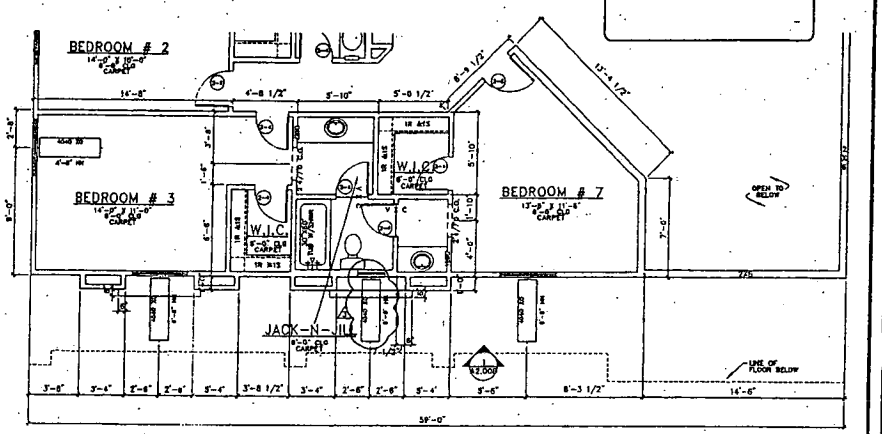
PROJECT
7350
STEEPLECHSE
MODEL

TYPE
OPTION PLANS
AREA
AREA NUMBER
SCALE
DRAWN BY
702-OEE
JOB NUMBER
SHEET NUMBER
A1.05

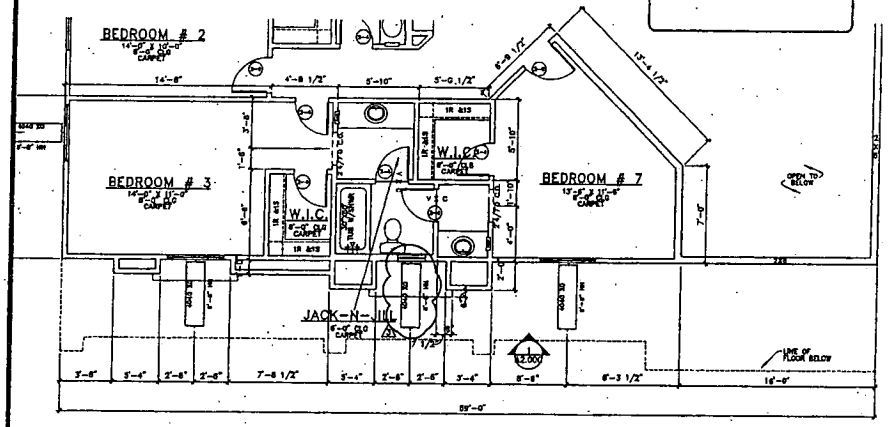
ROC-5057
10-6-04 CC



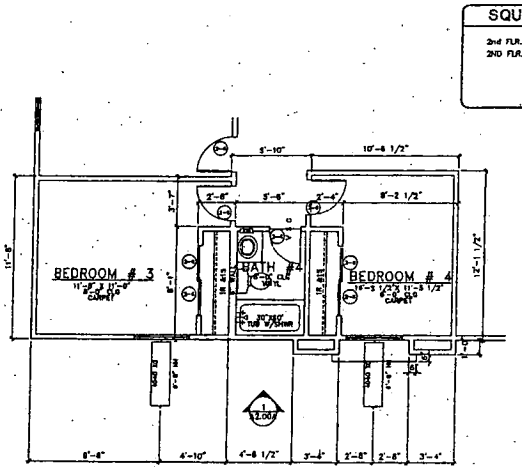
1 OPT. JACK-N-JILL (w/WINDOW) @ ELEV 'A'
A1.06 REF: 7350-OPTG SCALE: 1/4" = 1'-0"



2 OPT. JACK-N-JILL (w/WINDOW) @ ELEV 'B'
A1.06 REF: 7350-OPTG SCALE: 1/4" = 1'-0"



3 OPT. JACK-N-JILL (w/WINDOW) @ ELEV 'C'
A1.06 REF: 7350-OPTG SCALE: 1/4" = 1'-0"



4 OPT. BATH #4
A1.06 REF: 7350-OPTG SCALE: 1/4" = 1'-0"

NO.	DATE	BY

STATUS	DATE	BY
☐ PRELIMINARY		
☒ SUBMITTED	04-23-01	RP
☐ APPROVED		
☐ R.L.C. COMPLETED		
☐ FINAL CHECK		
☐ ISSUED TO FAB.		

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR LICENSED BY THE STATE OF NEVADA FOR WORK UNDER CONTRACTOR'S LICENSE CATEGORY AUTHORIZED LICENSE NO. & DISCIPLINE BUILDERS NO. & DISCIPLINE PLANS PREPARED BY: MIKE OLIVIA CHIEF PLAN ON JOHN TOE

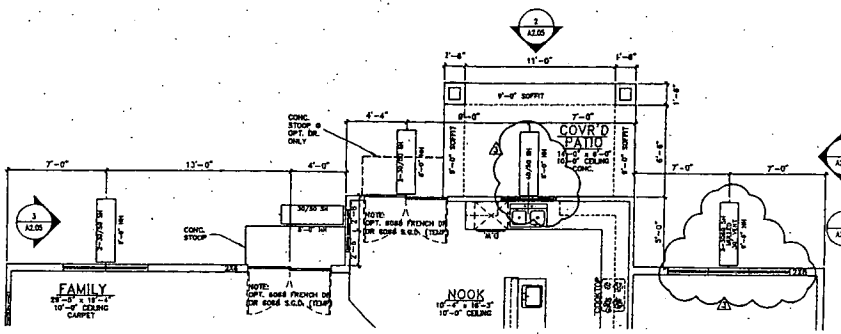
© USHOME, 1999

US·HOME
3016 WEST CHARLESTON BOULEVARD, SUITE 205
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-3500 FAX: (702) 877-5157

PROJECT
7350
STEEPLECHSE
MODEL

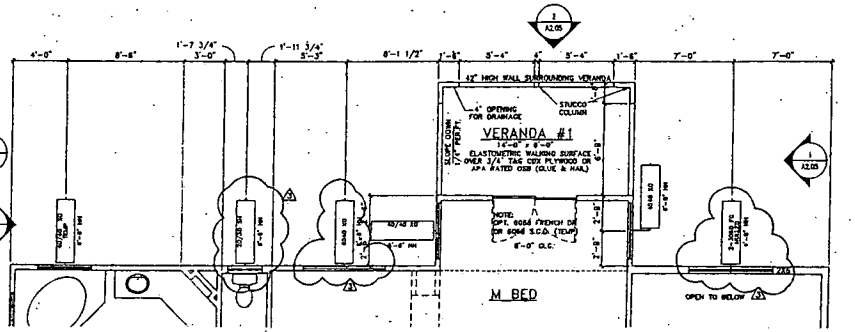
TYPE OPTION PLANS
AREA
AREA NUMBER
SCALE
DRAWN BY 702-DEE
JOB NUMBER
SHEET NUMBER A1.06

ROC-5057
10-6-04 CC



OPTIONAL COVERED PATIO/
VERANDA #1 @ 1st FLOOR

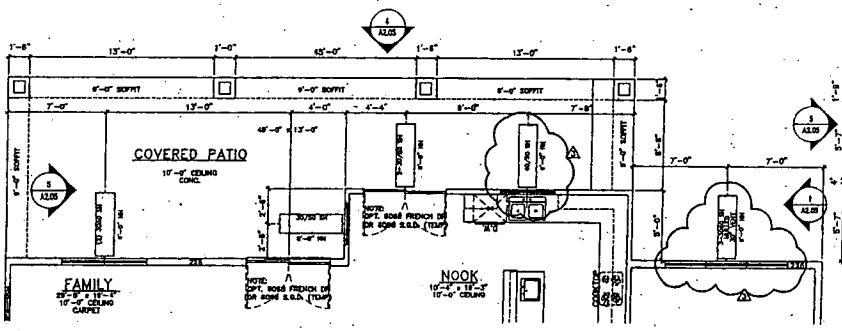
1 A1.07 REF: 7350-OPTH SCALE: 1/4" = 1'-0"



OPTIONAL COVERED PATIO/
VERANDA #1 @ 2nd FLOOR

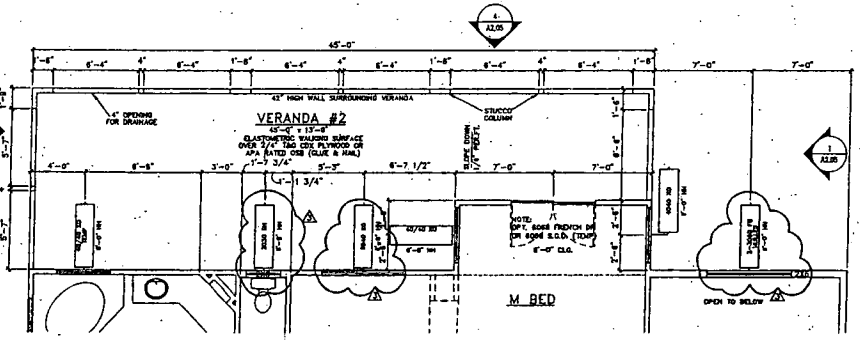
2 A1.07 REF: 7350-OPTH SCALE: 1/4" = 1'-0"

SQUARE FOOTAGES	
1ST FLR. SLAB AREA	+ 112 S.F.
1ST FLR COVERED PATIO AREA	+ 112 S.F.
1ST FLOOR FRAMING	+ 112 S.F.
2ND FLR. VERANDA AREA	+ 112 S.F.
2ND FLOOR FRAMING	+ 112 S.F.



OPTIONAL
COVERED PATIO #2 @ 1st FLOOR

3 A1.07 REF: 7350-OPTH SCALE: 1/4" = 1'-0"



OPTIONAL
VERANDA #2 @ 2nd FLOOR

4 A1.07 REF: 7350-OPTH SCALE: 1/4" = 1'-0"

SQUARE FOOTAGES	
1ST FLR. SLAB AREA	+ 460 S.F.
1ST FLR COVERED PATIO AREA	+ 460 S.F.
1ST FLOOR FRAMING	+ 460 S.F.
2ND FLR. VERANDA AREA	+ 828 S.F.
2ND FLOOR FRAMING	+ 828 S.F.

NO.	DATE	BY	STATUS
			☐ PRELIMINARY
			☒ SUBMITTED
			☐ APPROVED
			☐ B&S COMPLETED
			☐ FINAL CHECK
			☐ ISSUED TO FAB.
	03-SEP-04	MC	

DATE	BY
04-23-04	RP

THESE PLANS ARE PROVIDED AND SUBMITTED BY THE CONTRACTOR AS AN ACCOMMODATION TO HIS SERVICES AND ARE NOT PREPARED BY A LICENSED ARCHITECT AUTHORIZED TO PRACTICE IN THE STATE OF NEVADA. US HOME PLANS PREPARED BY: MIKE DUDA, LARRY BACH OR JOHN YOE

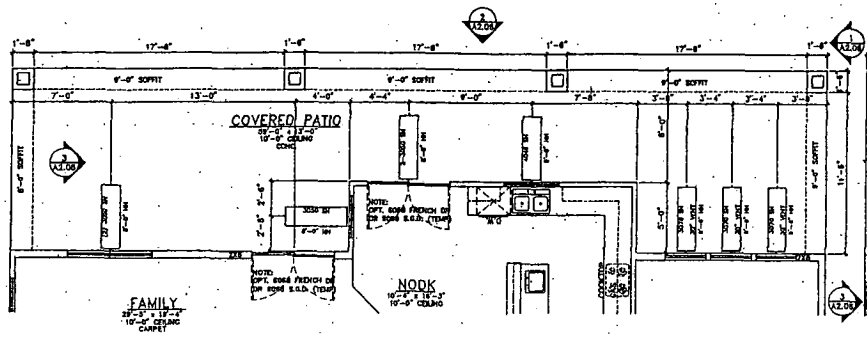
© USHOME, 1999

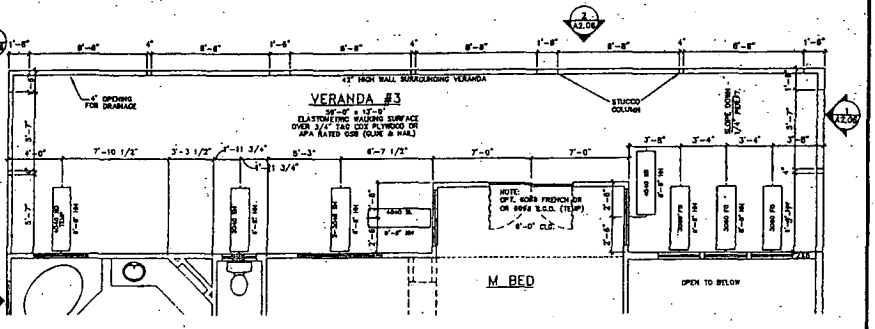
US·HOME
3018 WEST CHARLESTON BOULEVARD, SUITE 203
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-8800 FAX: (702) 877-1557

PROJECT
7350
STEEPLECHSE
MODEL

TYPE	OPTION PLANS
AREA	
AREA NUMBER	
SCALE	
DRAWN BY	702-DEE
JOB NUMBER	
SHEET NUMBER	A1.07

ROC-5057
10-6-04 CC

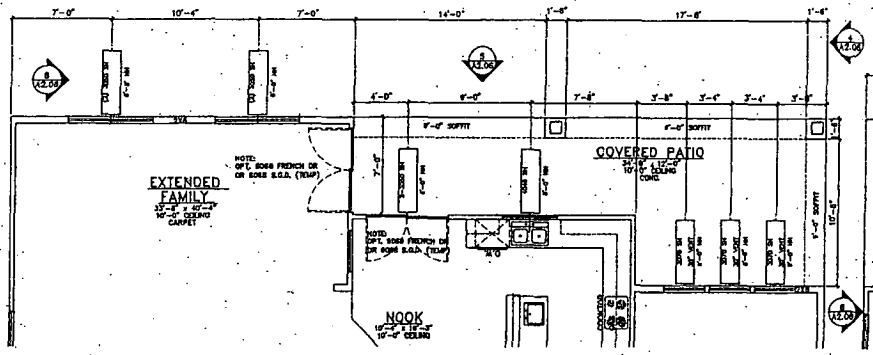


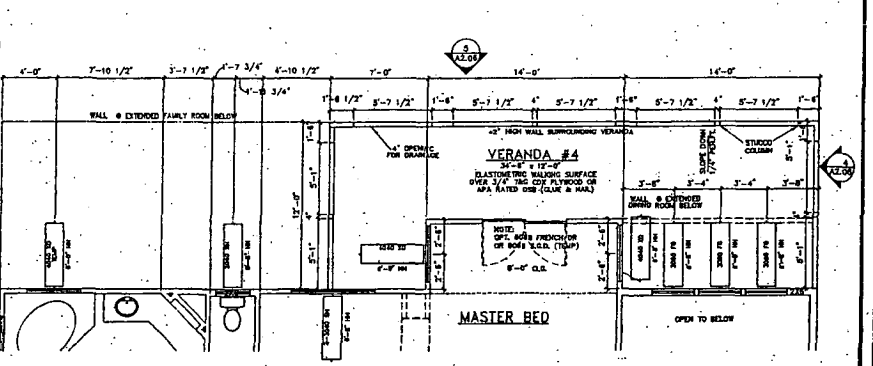


SQUARE FOOTAGES	
1ST FLR. SLAB AREA	+ 802 S.F.
1ST FLR COVERED PATIO AREA	+ 882 S.F.
1ST FLOOR FRAMING	+ 662 S.F.
2ND FLR. VERANDA AREA	+ 697 S.F.
2ND FLOOR FRAMING	+ 687 S.F.

OPT. COVERED
PATIO #3 @ 1st FLOOR

OPTIONAL
VERANDA #3 @ 2nd FLOOR





SQUARE FOOTAGES	
1ST FLR. SLAB AREA	+ 605 S.F.
1ST FLOOR LIVING	+ 282 S.F.
1ST FLR COVERED PATIO AREA	+ 313 S.F.
1ST FLOOR FRAMING	+ 605 S.F.
2ND FLR. VERANDA AREA	+ 346 S.F.
2ND FLOOR FRAMING	+ 346 S.F.

OPTIONAL COVERED PATIO #4
@ EXT. FAMILY ROOM ON 1st FLOOR

OPTIONAL VERANDA #4
@ EXT. FAMILY ROOM ON 2nd FLR.

BUILDING DEPARTMENT
Approved By
06-67
JAN 31 2002

BY	DATE	STATUS
		☐ PRELIMINARY
	10-07-01	☒ SUBMITTED
		☐ APPROVED
		☐ PLC COMPLETED
		☐ FINAL CHECK
		☐ ISSUED TO FAB

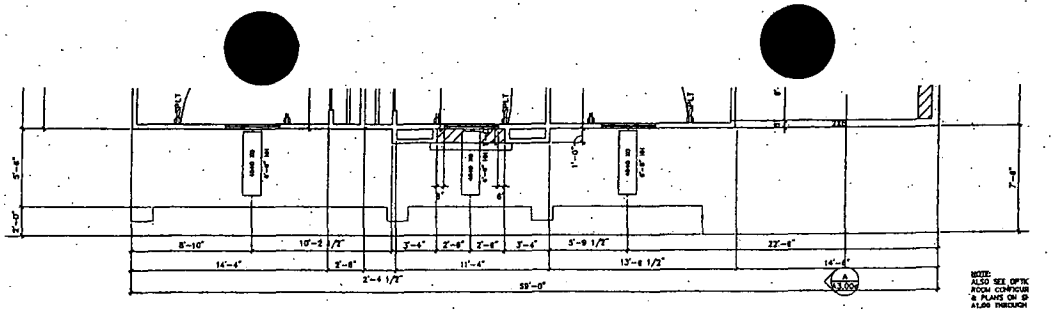
US · HOME
3016 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-1600 FAX: (702) 877-1557

PROJECT
7350
STEEPLECHASE
MODEL

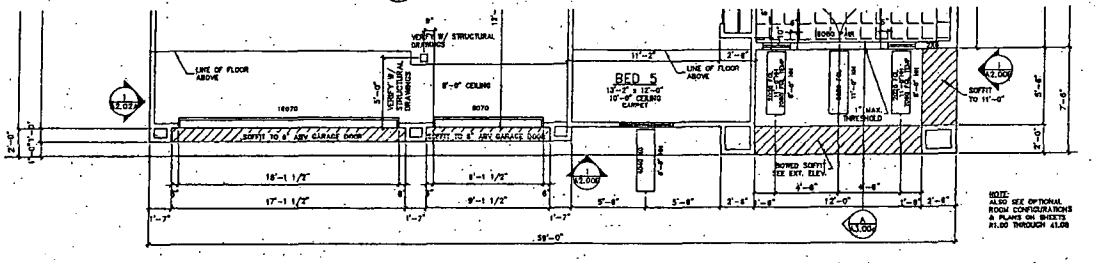
TYPE	
AREA	
AREA NUMBER	
SCALE	
DRAWN BY	VFX
JOB NUMBER	
SHEET NUMBER	A1.08

PLOT INFO:
7350A1-08.dwg

ROC-5057
10-6-04 CC



FLOOR PLAN
2ND FLOOR
SCALE: 1/4" = 1'-0"



FLOOR PLAN
1ST FLOOR
SCALE: 1/4" = 1'-0"



ELEVATION "A"
FRONT ELEVATION
SCALE: 1/4" = 1'-0"

BUILDING DEPARTMENT
Approved By
06-674
JAN 31 2002
Ben Abed-Santos

BY	DATE	STATUS	BY	DATE
RP	10-07-01	☐ PRELIMINARY		
		■ SUBMITTED		
		☐ APPROVED		
		☐ REJ. COMPLETED		
		☐ FINAL CHECK		
		☐ ISSUED TO FAB.		

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR FOR THE PURPOSE OF OBTAINING PLAN REVIEW AND PERMITS FOR WORK UNDER CONTRACTOR LICENSE NO. 0026868 (LICENSED TO PERFORM WORK IN THE FOLLOWING BUILDERS NO. & DESIGNATIONS) ALL PLANS PREPARED BY: MIKE DASILVA LARRY RUSH OR JOHN YEE

BY: [signature] LICENSE: 1646

US•HOME
3918 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-6600 FAX: (702) 877-6557

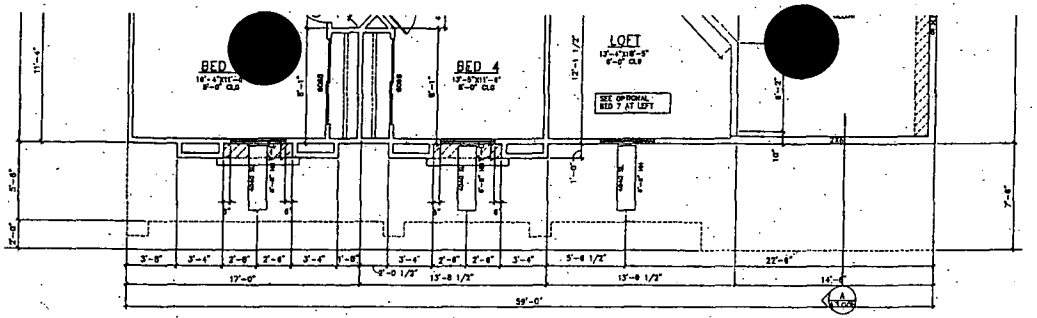
PROJECT
7350
STEEPLECHASE
MODEL

TYPE	FRONT ELEVATION
AREA	
AREA NUMBER	
SCALE	
DRAWN BY	WX
JOB NUMBER	
SHEET NUMBER	A2.00A

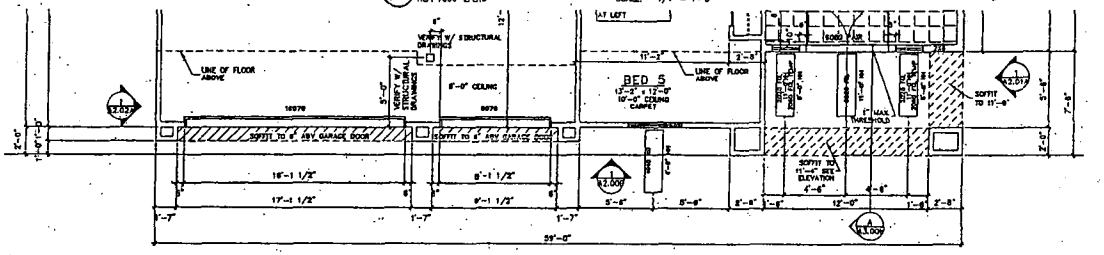
7350A2-00A

PLOT INFO:

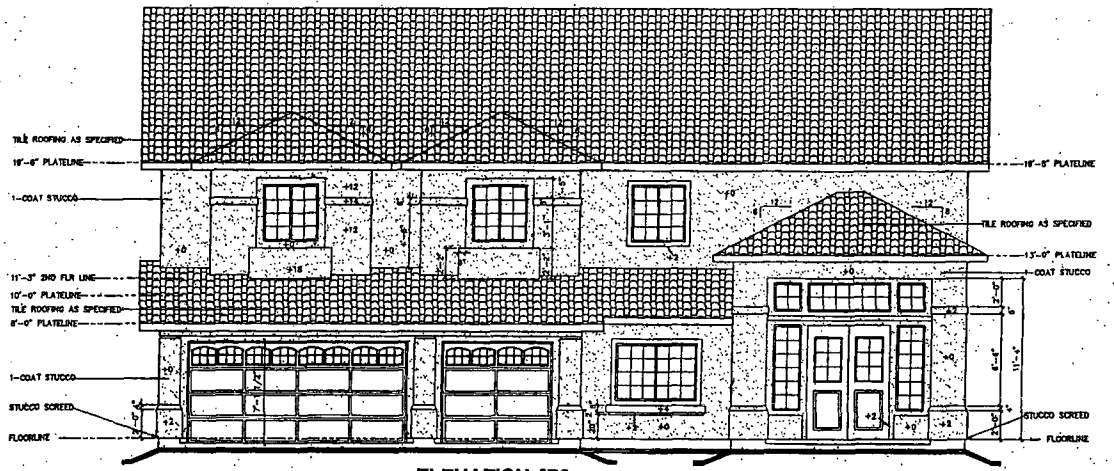
ROC-5057
10-6-04 CC



FLOOR PLAN
2ND FLOOR
REF: 7350-2FLR9 SCALE: 1/4" = 1'-0"



FLOOR PLAN
1ST FLOOR
REF: 7350-1FLR SCALE: 1/4" = 1'-0"



ELEVATION "B"
FRONT ELEVATION
REF: 7350ELF9 SCALE: 1/4" = 1'-0"

BUILDING DEPARTMENT
Approved By
DC-677
JAN 31 2002

NO.	DATE	BY	STATUS	DATE	BY
			☐ PRELIMINARY		
			☐ SUBMITTED	10-07-01	RP
			☐ APPROVED		
			☐ PLC. COMPLETED		
			☐ FINAL CHECK		
			☐ ISSUED TO FAB.		

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR FOR THE PURPOSE OF OBTAINING A PERMIT FOR WORK UNDER CONTRACTOR'S LICENSE. CONTRACTOR IS RESPONSIBLE FOR ALL DIMENSIONS & CONDITIONS ON THE JOB SITE. THE BUILDER MUST NOTIFY THE DESIGNER OF ANY VARIATIONS FROM THE DIMENSIONS & CONDITIONS SHOWN ON THESE PLANS BEFORE PROCEEDING WITH THE WORK. PLANS PREPARED BY: MIKE SCHULTZ LICENSE NO. 14,641 CLASS: B

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3016 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-8600 FAX: (702) 877-4557

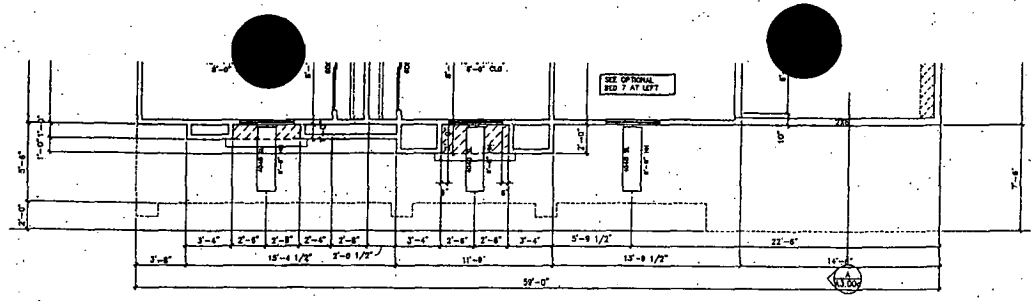
PROJECT
7350
STEEPLECHASE
MODEL

TYPE	FRONT ELEVATION
AREA	
AREA NUMBER	
SCALE	
DRAWN BY	VFX
JOB NUMBER	
SHEET NUMBER	A2.00B

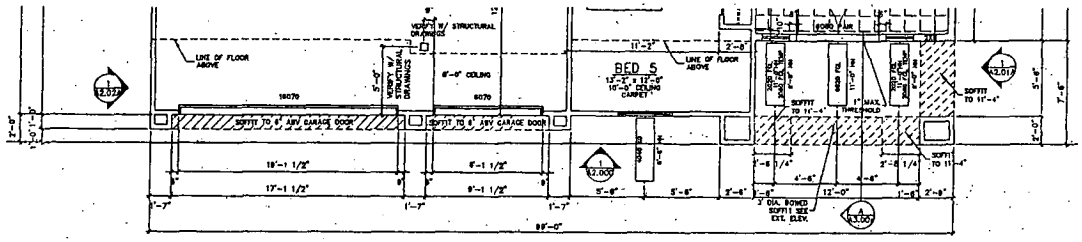
7350A2-00B

PLOT INFO:

ROC-5057
10-6-04 CC



FLOOR PLAN
2ND FLOOR
REF: 7350-2FLRC SCALE: 1/4" = 1'-0"



FLOOR PLAN
1ST FLOOR
REF: 7350-1FLRC SCALE: 1/4" = 1'-0"



ELEVATION "C"
FRONT ELEVATION
REF: 7350ELFC SCALE: 1/4" = 1'-0"

BUILDING DEPARTMENT
Approved By
06-679
JAN 31 2002
Sam Abed-Santos

NO	DATE	BY

STATUS	DATE	BY
☐ PRELIMINARY		
☒ SUBMITTED	10-07-01	BP
☐ APPROVED		
☐ R.C. COMPLETED		
☐ FINAL CHECK		
☐ ISSUED TO FAB.		

THESE PLANS ARE PREPARED & AS SUCH DESCRIPTION IS CONSIDERED FOR WORK UNDER CONTRACTOR LICENSED CLASS(ES) AS REQUIRED UNDER NRS 624. US HOME BUILDERS NO. & CODE(S) IS/ARE AS FOLLOWS: LARRY BACH OR JOHN TOE

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US HOME

3019 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-4800 FAX: (702) 877-4557

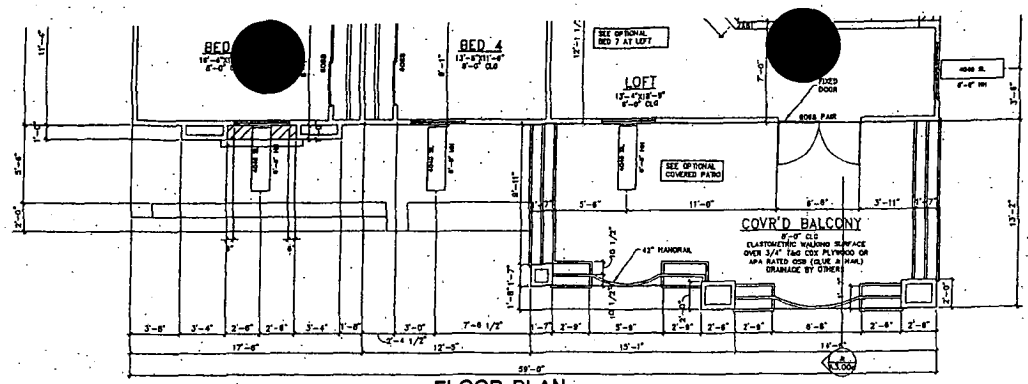
PROJECT
7350
STEEPLECHASE
MODEL

TYPE	FRONT ELEVATION
AREA	
AREA NUMBER	
SCALE	
DRAWN BY	MDK
JOB NUMBER	
SHEET NUMBER	A2.00C

7350A7-00C

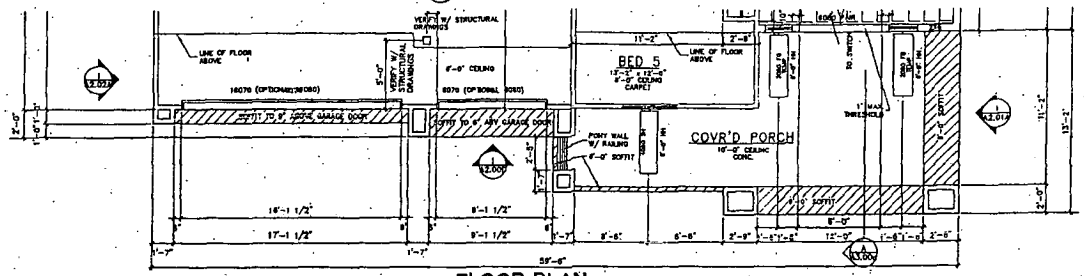
PLOT DATE

ROC-5057
10-6-04 CC



FLOOR PLAN
2ND FLOOR

3 / A2.00D REF: 7350-2FLRD SCALE: 1/4" = 1'-0"



FLOOR PLAN
1ST FLOOR

2 / A2.00D REF: 7350-1FLRD SCALE: 1/4" = 1'-0"



ELEVATION "D"
FRONT ELEVATION

1 / A2.00D REF: 7350ELFD SCALE: 1/4" = 1'-0"

BUILDING DEPARTMENT
Approved By
06-674
JAN 31 2002

PLOT INFO:

BY	DATE	STATUS	BY	DATE	NC
RP	10-07-01	☐ PRELIMINARY			
		■ SUBMITTED			
		☐ APPROVED			
		☐ REC. CONNECTED			
		☐ FINAL CHECK			
		☐ ISSUED TO FAB.			
		☐			

THESE PLANS ARE PREPARED & SUBMITTED TO THE OWNER AS AN INSTRUMENT OF SERVICE AS REQUIRED FOR WORK UNDER CONSTRUCTION UNDER NRS 624. 120 HOME BUILDERS NO. R - 0050808 LICENSE EXPIRES 11/30/2002
LARRY BUCH OF JOHN TOE
© LBSAC, 1998

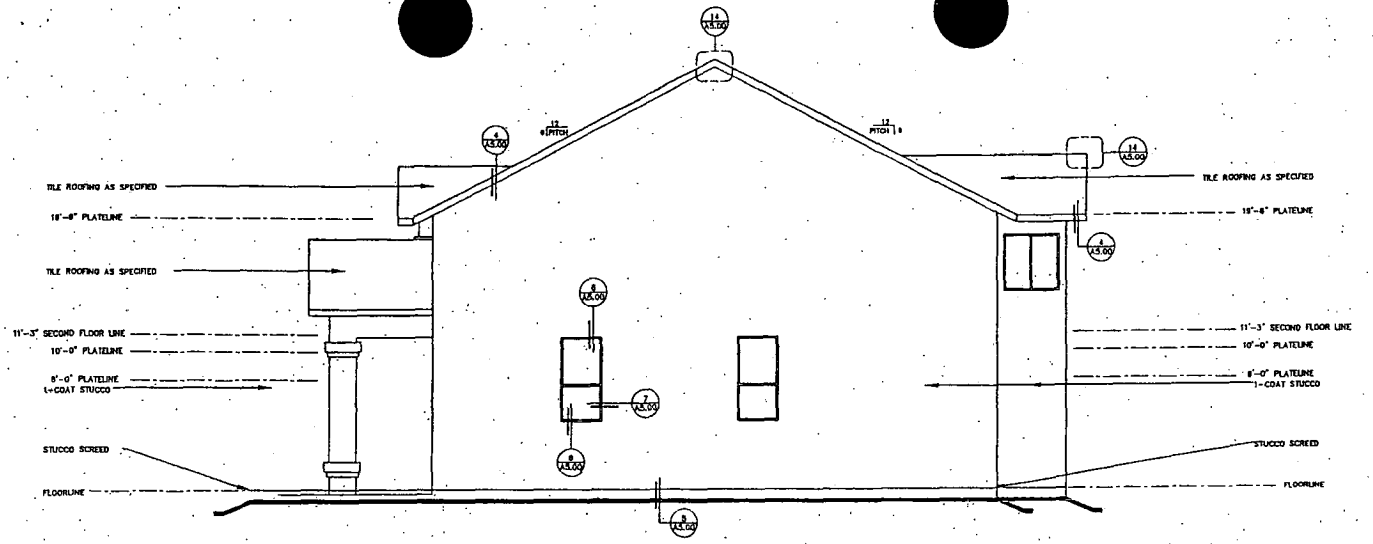
US · HOME
3010 WEST CHARLESTON BOULEVARD, SUITE 100
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-8600 FAX: (702) 877-8557

PROJECT
7350
STEEPLECHASE
MODEL

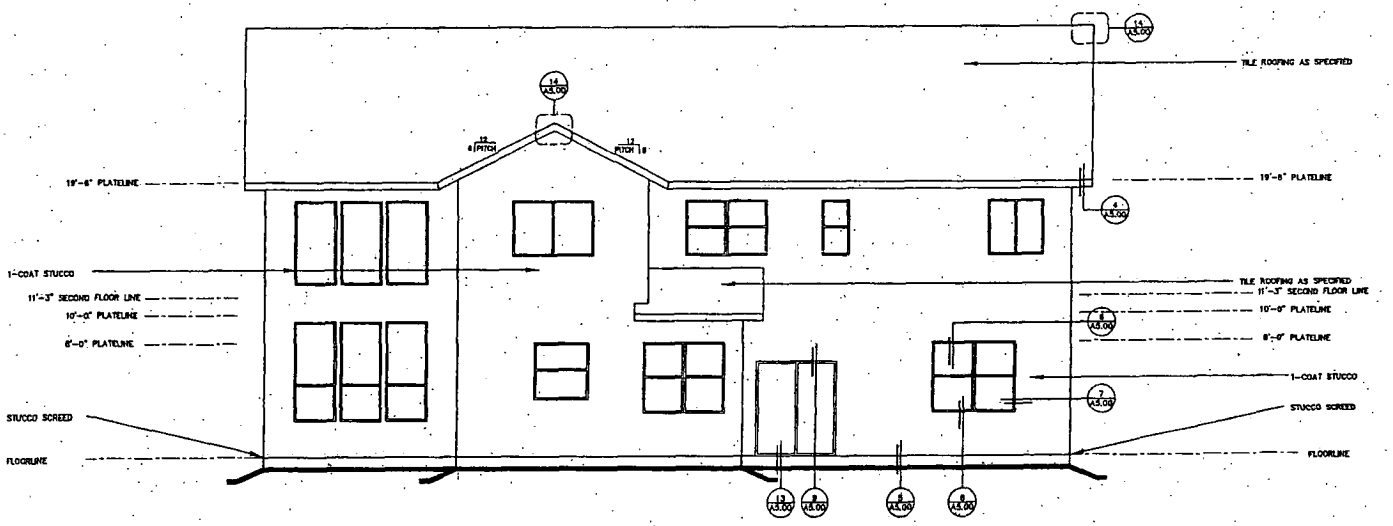
TYPE	FRONT ELEVATION
AREA	
AREA NUMBER	
SCALE	
DRAWN BY	WX
JOB NUMBER	
SHEET NUMBER	A2.00D

7350A2-000

ROC-5057
10-6-04 CC



1 A2.01a RIGHT ELEVATION
REF: 7350-ELEV SCALE: 1/4" = 1'-0"



2 A2.01a REAR ELEVATION
REF: 7350-ELEV SCALE: 1/4" = 1'-0"

BUILDING DEPARTMENT Approved By 06-671 JAN 31 2002

PLOT 8/6/01

NO.	DATE	BY

STATUS
- ☐ PRELIMINARY
- ■ APPROVED
- ☐ PLC COMPLETED
- ☐ FINAL CHECK
- ☐ ISSUED TO PML

BY	DATE
RP	10-07-01

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR FOR REVIEW BY THE BUILDING DEPT. FOR WORK UNDER CONTRACTOR LICENSE CATEGORY AS INDICATED UNDER NRS 624.260 AND NAC 624.700 BUILDERS INC. # 0056306
PLANS PREPARED BY: MARK DUSEVIA LARRY RICH # 0018 PHX

©USHOME 1999

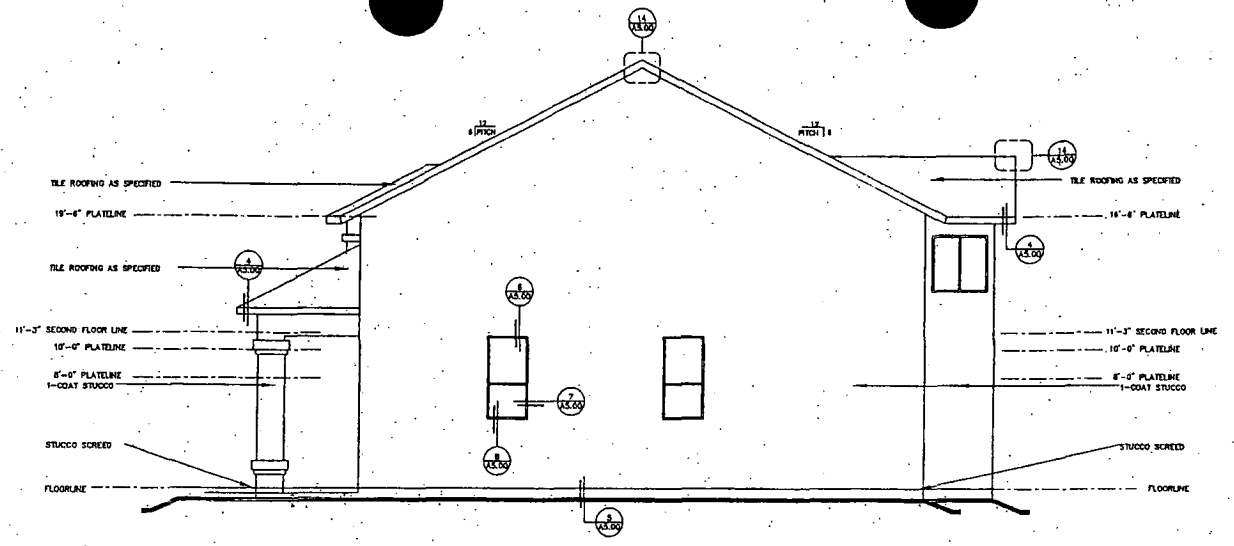
US·HOME
3216 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-8500 FAX: (702) 877-9557

PROJECT
7350
STEEPLECHASE
MODEL

TYPE: EXTERIOR ELEVATIONS
AREA
AREA NUMBER
SCALE
DRAWN BY: WH
JOB NUMBER
SHEET NUMBER
A2.01a

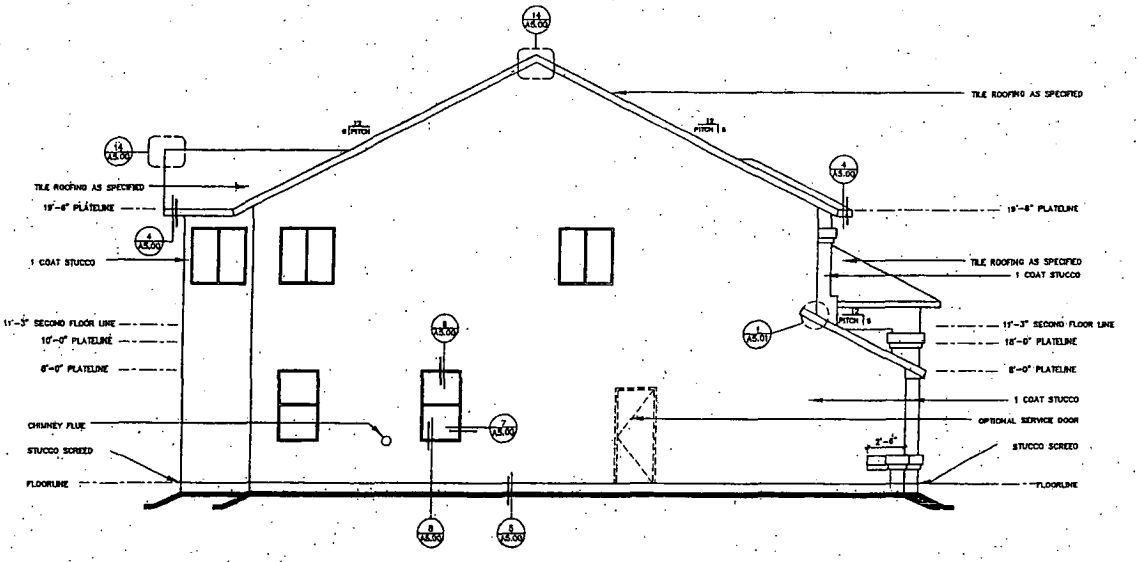
7350A2-01a

ROC-5057
10-6-04 CC



1 A2.01B — **RIGHT ELEVATION**

REF: 7350-ELEV SCALE: 1/4" = 1'-0"



2 A2.01B — **LEFT ELEVATION**

REF: 7350-ELEV SCALE: 1/4" = 1'-0"

BUILDING DEPARTMENT
Approved by
06-674
JAN 31 2002
Jon Abed-Senior
A ___ M ___ P ___

NO.	DATE	BY

STATUS
- ☐ PRELIMINARY
- ☐ SUBMITTED
- ☐ APPROVED
- ☐ B.C. COMPLETED
- ☐ FINAL CHECK
- ☐ ISSUED TO FAB.
- ☐

BY	DATE
MF	10-07-01

THESE PLANS ARE PREPARED & INSTALLATION TO BE PERFORMED AS PER DESCRIPTION TO UMC 620.380 FOR WORK UNDER CONTRACTOR LICENSE CLASS C-5 HOMES UNDER UMC 624, US HOME BUILDERS INC., P. 0536008 LARRY BACH OR JOHN YOE

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US·HOME

3038 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-8600 FAX: (702) 877-8337

PROJECT
7350
STEEPLECHASE

MODEL

TYPE
EXTERIOR ELEVATIONS

AREA

AREA NUMBER

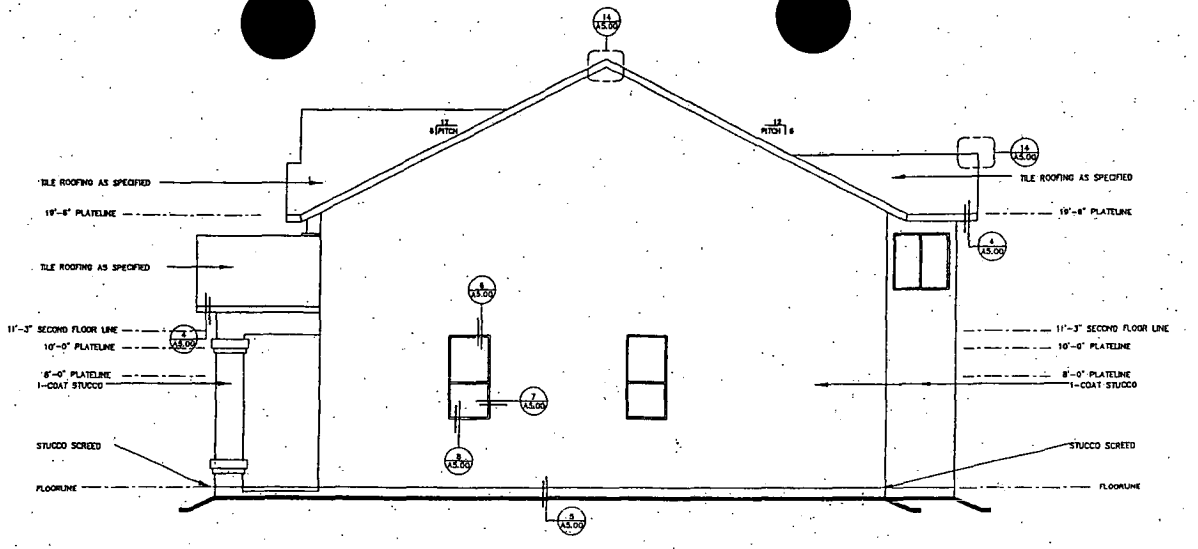
SCALE

DRAWN BY
WFX

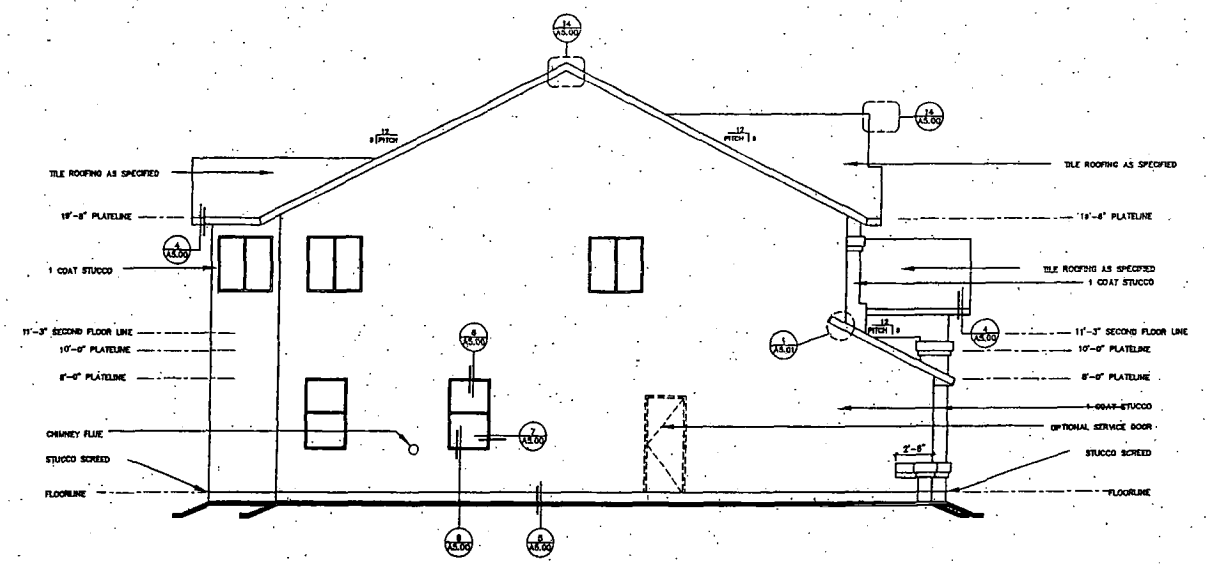
JOB NUMBER

SHEET NUMBER
A2.01B

ROC-5057
10-6-04 CC



1 A2.01c RIGHT ELEVATION
REF: 7350-ELEV SCALE: 1/4" = 1'-0"



2 A2.01c LEFT ELEVATION
REF: 7350-ELEV SCALE: 1/4" = 1'-0"

BUILDING DEPARTMENT
Approved By
D6-674
JAN 31 2002
Ben Abed-Senior

NO.	DATE	BY	STATUS	DATE	BY
			☐ PRELIMINARY		
			☐ SUBMITTED		
			☐ APPROVED		
			☐ REC COMPLETED		
			☐ FINAL CHECK		
			☐ ISSUED TO FAB.		
			☐		

BP 10-07-01

THESE PLANS ARE PREPARED & DESIGNED BY CONTRACTOR AS AN EXCEPTION TO NRS 624.330 FOR WORK UNDER CONTRACTOR LICENSE NO. 0074 AUTHORIZED UNDER NRS 624.700 US HOME BUILDERS NO. # 0030069 PLANS PREPARED BY: LARRY BACH OR JOHN TEE

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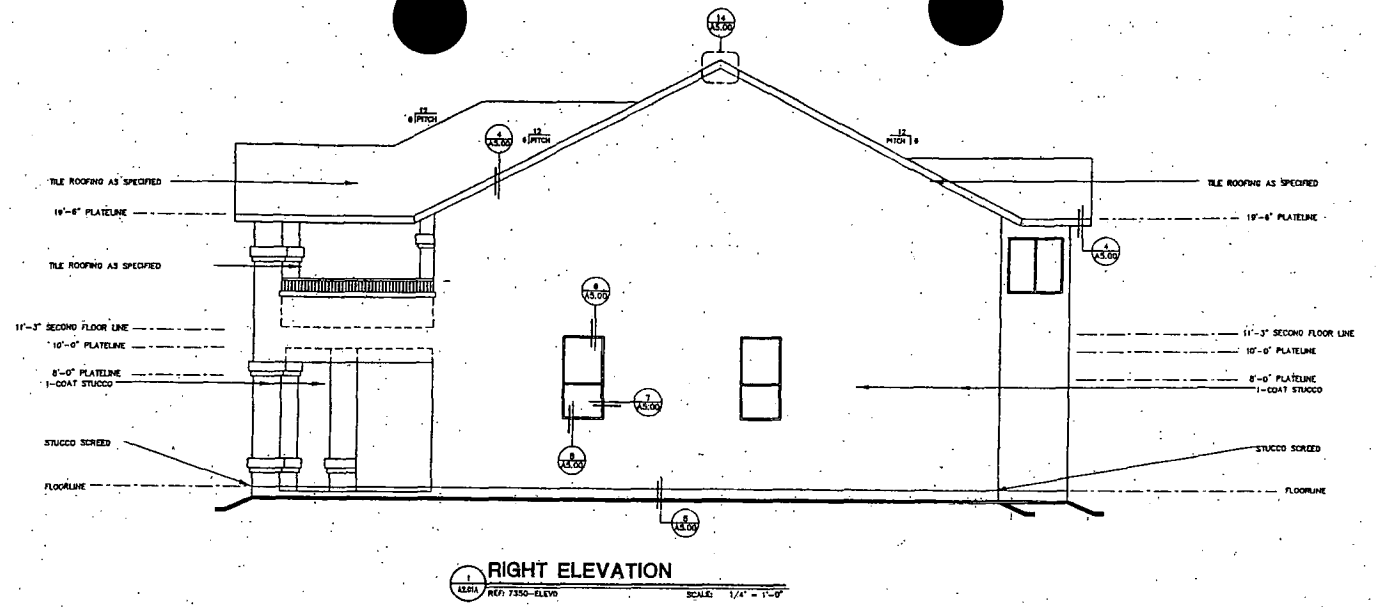
US · HOME
3919 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-4600 FAX: (702) 877-9537

PROJECT
7350
STEEPLECHASE
MODEL

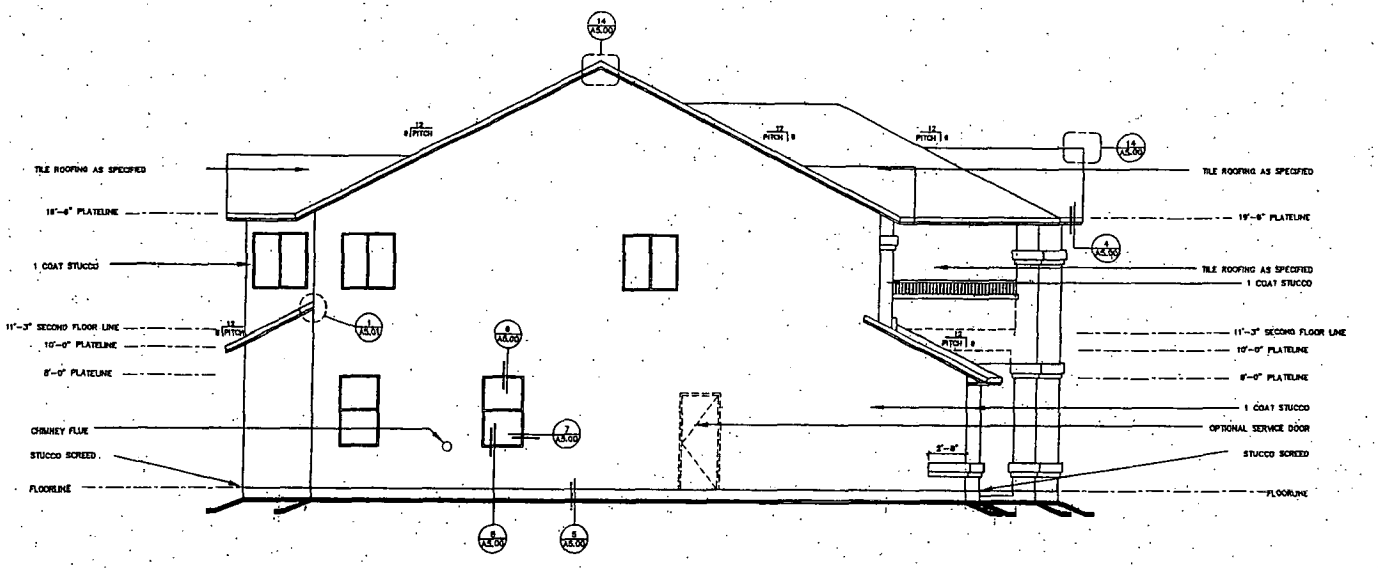
TYPE
EXTERIOR ELEVATIONS
AREA
AREA NUMBER
SCALE
DRAWN BY
VFX
JOB NUMBER
SHEET NUMBER
A2.01c

PLOT DATE:

ROC-5057
10-6-04 CC



1 A3.01A RIGHT ELEVATION
REF: 7350-ELEV0 SCALE: 1/4" = 1'-0"



2 A2.01D LEFT ELEVATION
REF: 7350-ELEV0 SCALE: 1/4" = 1'-0"

CLARK COUNTY NEVADA BUILDING DEPARTMENT Approved By 06-674 JAN 31 2002 See Ahead-Section

PLOT INFO:

NO.	DATE	BY	STATUS
			☐ PRELIMINARY
	10-07-01	RP	☒ SUBMITTED
			☐ APPROVED
			☐ B.C. COMPLETED
			☐ FINAL CHECK
			☐ ISSUED TO FAB.
			☐

"THESE PLANS ARE PREPARED & SUBMITTED FOR CONSTRUCTION AS AN EXEMPTION TO NRS 624.330 & 624.700 FOR OWNER/BUILDER LICENSE CATEGORY AUTHORIZED UNDER NRS 624. US HOME BUILDERS, LLC LICENSE # 0068610. PLANS PREPARED BY: MIKE DAGLIA, LARRY BACH OR JOHN YCK"

US HOME

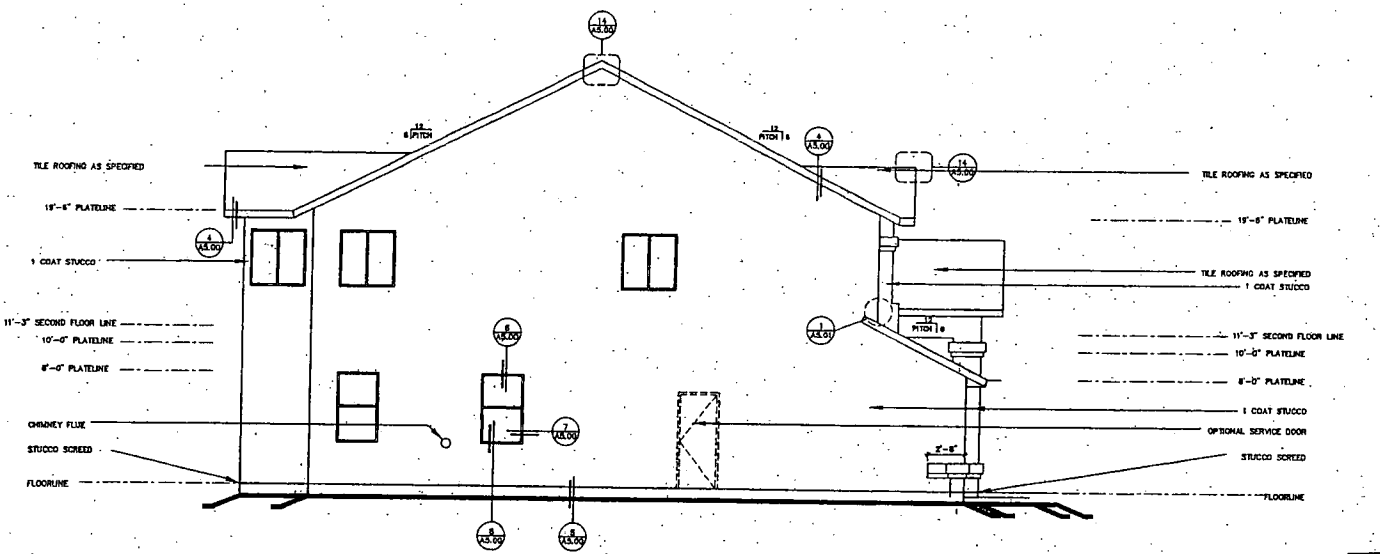
3018 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-4600 FAX: (702) 877-4637

PROJECT
7350 STEEPLECHASE

MODEL

TYPE: EXTERIOR ELEVATIONS
AREA:
AREA NUMBER:
SCALE:
DRAWN BY: VFX
JOB NUMBER:
SHEET NUMBER: A2.01d

ROC-5057
10-6-04 CC



LEFT ELEVATION

REF: 7350-ELEV SCALE: 1/4" = 1'-0"

BUILDING DEPARTMENT
Approved By
06-674
JAN 31 2002

BY: DATE
RP 10-07-01

NO.	DATE	BY	STATUS
			☐ PRELIMINARY
			■ SUBMITTED
			☐ APPROVED
			☐ PLC COMPLETED
			☐ FINAL CHECK
			☐ ISSUED TO FAB.
			☐

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR FOR WORK UNDER CONTRACT WITH A LICENSED CONTRACTOR AUTHORIZED UNDER NRS 624.031 TO ACT AS A BUILDER. NCL # 0000000
PLANS PREPARED BY: MIKE DUCKWA
LARRY BUSH OR JOHN YOE

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US·HOME
3919 WEST CHARLESTON BOULEVARD, SUITE 209
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-4800 FAX: (702) 877-8557

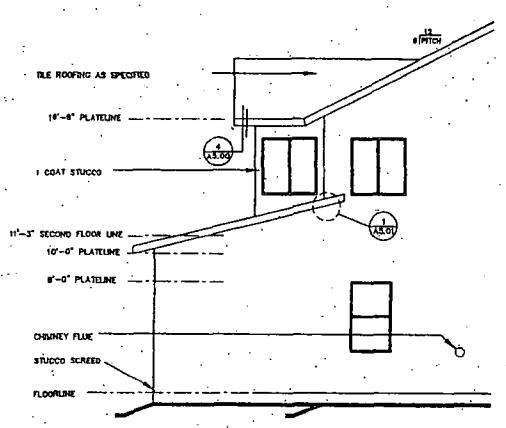
PROJECT
7350
STEEPLECHASE
MODEL

TYPE	ELEVATIONS
AREA	
AREA NUMBER	
SCALE	
DRAWN BY	WFX
JOB NUMBER	
SHEET NUMBER	A2.02A

PLOT DATE:

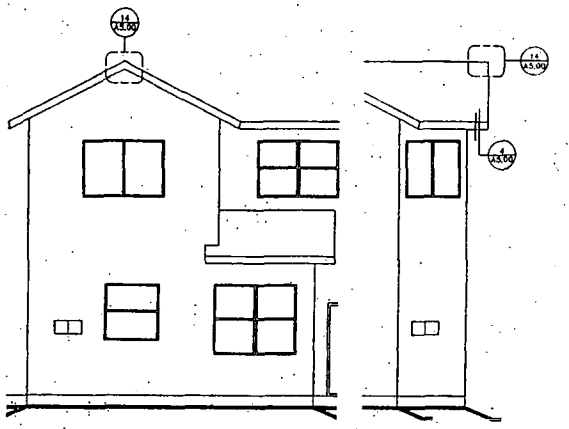
7350A2-02A

ROC-5057
10-6-04 CC



LEFT ELEVATION @ EXTENDED FAMILY RM

3 / A2.04 REF: 7350-ELEVL SCALE: 1/4" = 1'-0"

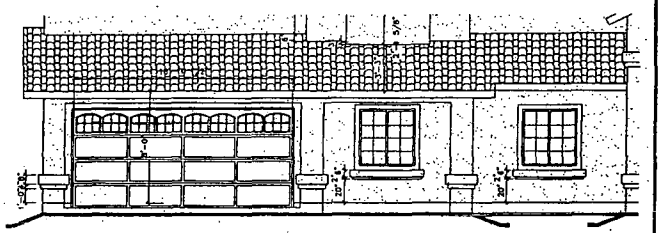


REAR ELEVATION OPT. GOURMET KITCHEN

4 / A2.04 REF: 7350-OPTN SCALE: 1/4" = 1'-0"

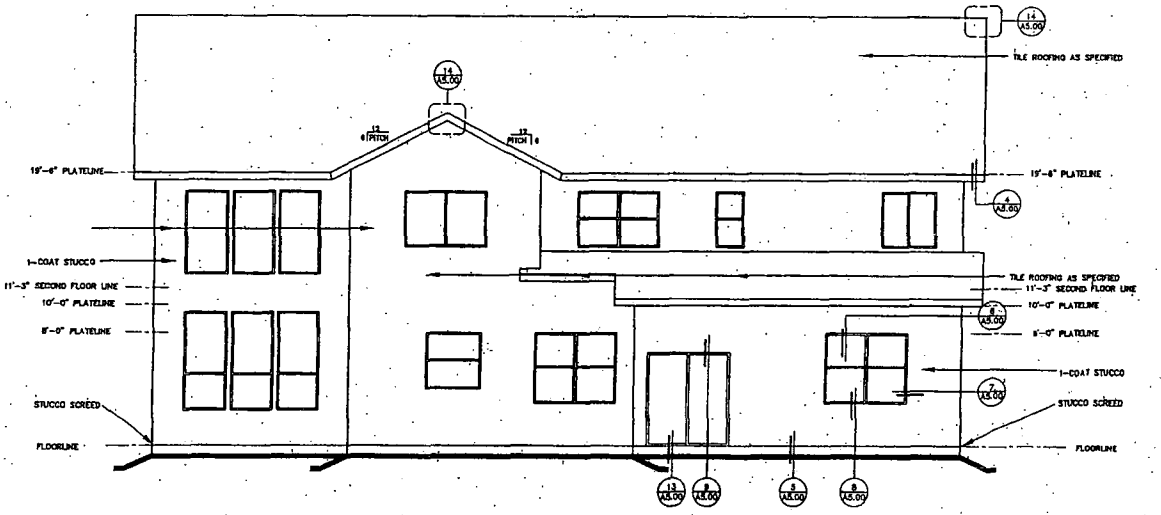
RIGHT ELEVATION OPT. GOURMET KITCHEN

5 / A2.04 REF: 7350-OPTN SCALE: 1/4" = 1'-0"



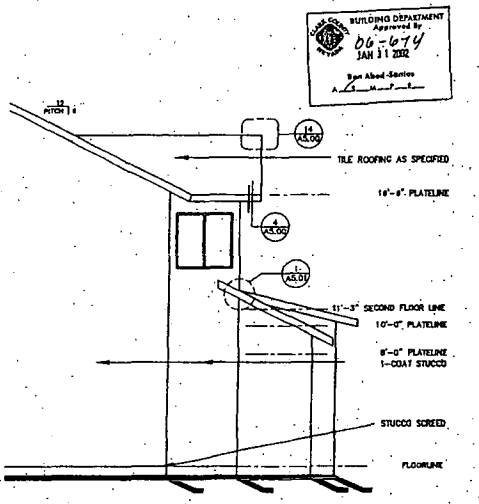
FRONT ELEVATION OPT. BED#6/ DEN OPTION

6 / A2.04 REF: 7350-OPTN SCALE: 1/4" = 1'-0"



REAR ELEVATION @ EXTENDED FAMILY RM

2 / A2.04 REF: 7350-ELEVL SCALE: 1/4" = 1'-0"



RIGHT ELEVATION @ EXTENDED FAMILY RM

1 / A2.04 REF: 7350-ELEVL SCALE: 1/4" = 1'-0"

BUILDING DEPARTMENT Approved by 06-674 JAN 31 2002

PLOT INFO:

NO.	DATE	BY

STATUS: ☐ PRELIMINARY ☐ SUBMITTED ☐ APPROVED ☐ PLC COMPLETED ☐ FINAL CHECK ☐ ISSUED TO FAB.

DATE: 10-07-01 BY:

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN INSTRUMENT OF SERVICE FOR WORK UNDER CONTRACTOR LICENSE (SECTION) AUTHORIZED UNDER NRS 624.700 THROUGH 624.790 BUILDERS NCL #: 0058604 LAWFULLY PREPARED BY: MIKE DUCKWA

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US • HOME

3016 WEST CHARLESTON BOULEVARD, SUITE 200 LAS VEGAS, NEVADA 89102 PHONE: (702) 877-6800 FAX: (702) 877-4557

PROJECT: 7350 STEEPLECHASE

MODEL:

TYPE: OPT. EXTERIOR ELEVATIONS

AREA:

AREA NUMBER:

SCALE:

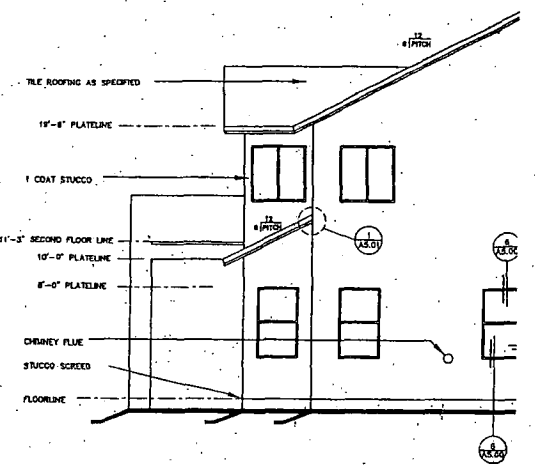
DRAWN BY: WFX

JOB NUMBER:

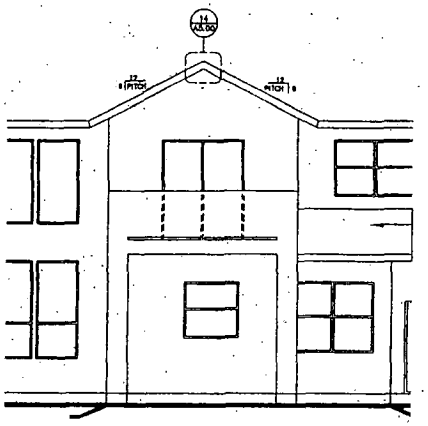
SHEET NUMBER: A2.04

7350A2-03

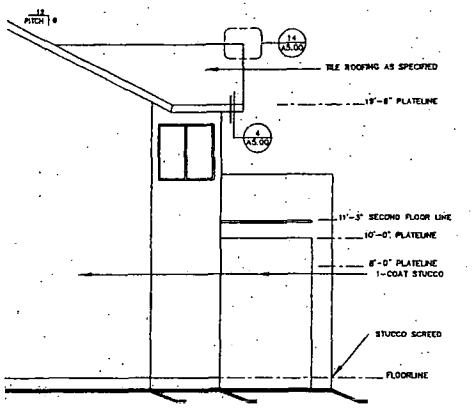
ROC-5057
10-6-04 CC



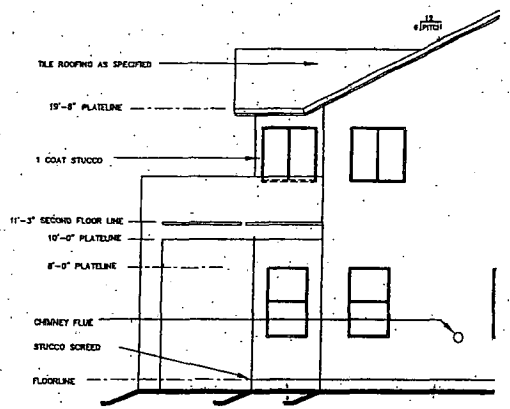
LEFT ELEVATION
@ EXTENDED COVERED PATIO/VERANDA #1



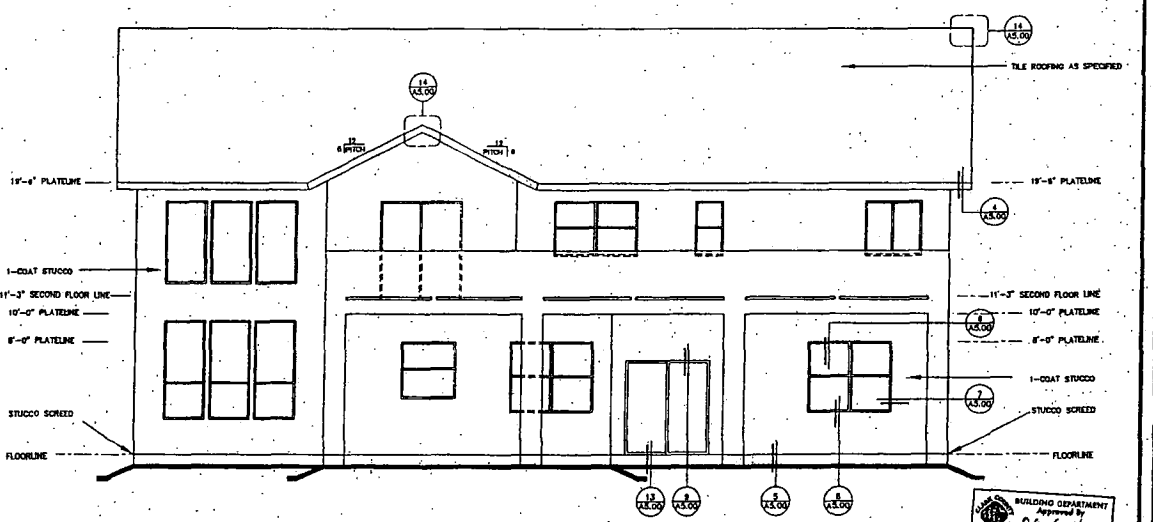
REAR ELEVATION
@ EXTENDED COVERED PATIO/VERANDA #1



RIGHT ELEVATION
@ EXTENDED COVERED PATIO/VERANDA #1



LEFT ELEVATION
@ EXTENDED COVERED PATIO/VERANDA #2



REAR ELEVATION
@ EXTENDED COVERED PATIO/VERANDA #2

BUILDING DEPARTMENT
Approved By
DA-674
JAN 31 2002

PLOT INFO:

BY	DATE	STATUS	BY	DATE	NO.
RP	10-07-01	☐ PRELIMINARY ■ SUBMITTED ☐ APPROVED ☐ R/C COMPLETED ☐ FINAL CHECK ☐ ISSUED TO FAB.			

THESE PLANS ARE PREPARED IN ACCORDANCE WITH THE CODES AS AN EXCEPTION TO NRS 624.360 FOR WORK UNDER CONSTRUCTION AT LOT 0 OF THE PROJECT LOCATED UNDER NRS: 421. US HOME BUILDERS NEVADA, INC. 4530 KIETZKE LANE, SUITE 300 RENO, NEVADA 89502 LARRY DACH OR JOHN YOE

@ DRAWING.dwg

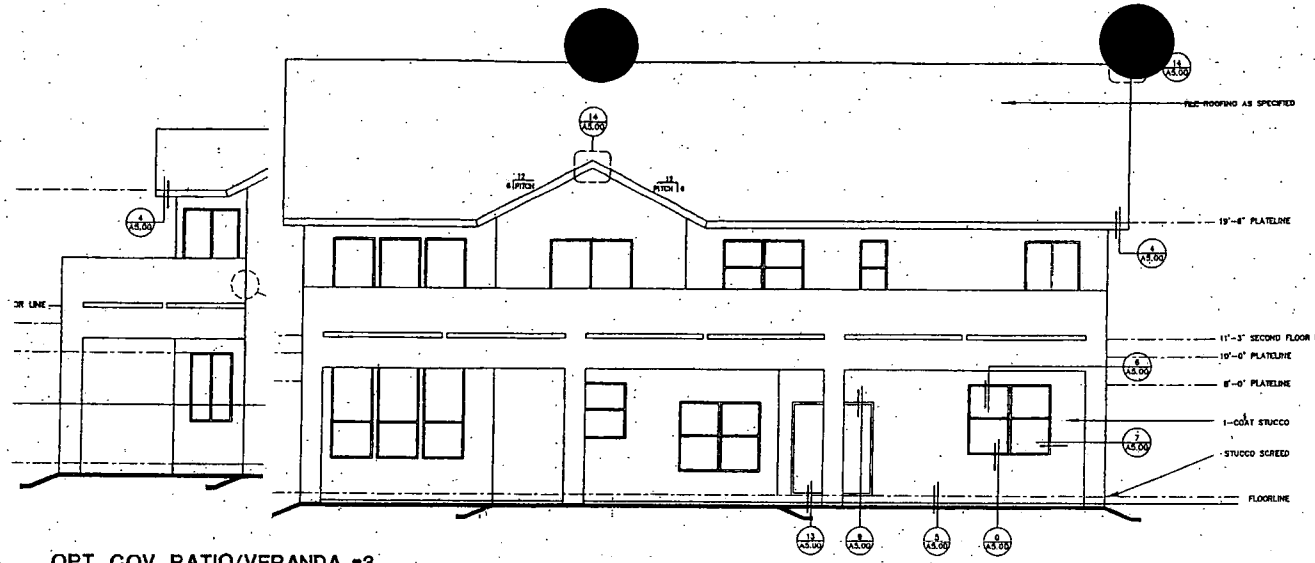
US HOME
3016 WEST CHARLESTON BOULEVARD, SUITE 220
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-4800 FAX: (702) 877-4537

PROJECT
7350
STEEPLECHASE
MODEL

TYPE
EXTERIOR ELEVATIONS
AREA
AREA NUMBER
SCALE
DRAWN BY
WFK
JOB NUMBER
SHEET NUMBER
A2.05

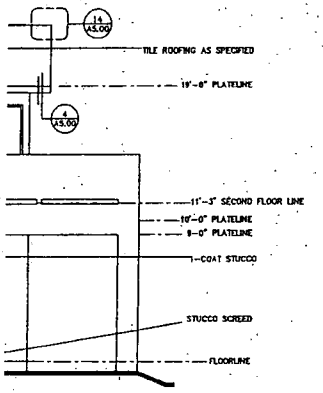
7350A2-05

ROC-5057
10-6-04 CC

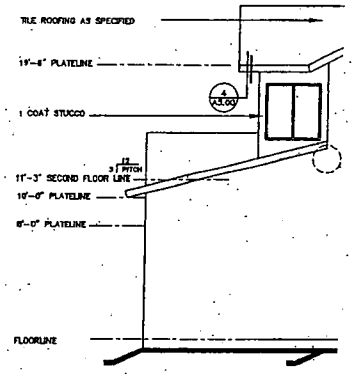


OPT. COV. PATIO/VERANDA #3
LEFT ELEVATION

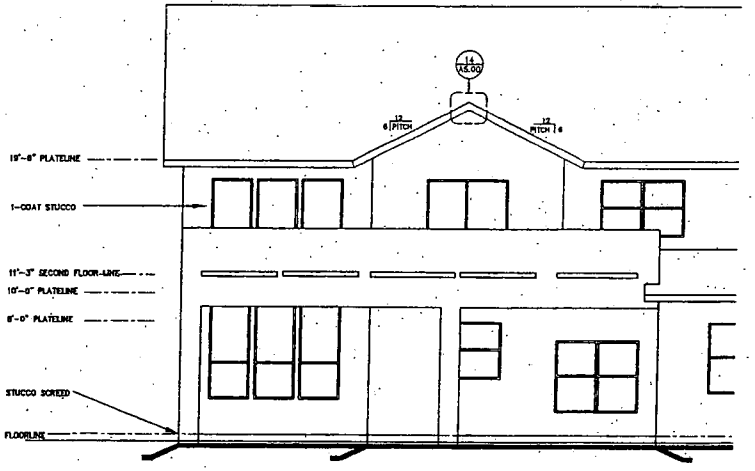
OPT. COVERED PATIO/VERANDA #3
REAR ELEVATION



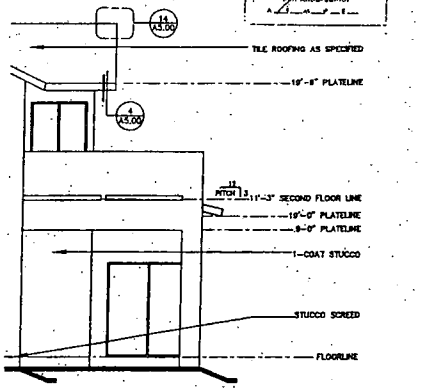
OPT. COV.PATIO/VERANDA #3
RIGHT ELEVATION



OPT. COV.PATIO/VERANDA #4
LEFT ELEVATION



OPT. COV.PATIO/VERANDA #4
REAR ELEVATION



OPT. COVERED PATIO/VERANDA #4
RIGHT ELEVATION

BUILDING DEPARTMENT
Approved By
06-674
JAN 21 2002

BY	DATE	STATUS	BY	DATE
RP	10-07-01	☐ PRELIMINARY		
		■ SUBMITTED		
		☐ APPROVED		
		☐ R.C. COMPLETED		
		☐ FINAL CHECK		
		☐ ISSUED TO FAB.		
		☐		

THESE PLANS ARE PREPARED & STAMPED BY A LICENSED ARCHITECT AS AN EXEMPTION TO NRS 623.339 FOR WORK UNDER CONTRACTOR LICENSE CLASSIFICATIONS LISTED UNDER NRS 624, US HOME BUILDERS INC., & ROSSMOR BUILDERS INC., LAS VEGAS, NEVADA LARRY RACH OR JOHN TOE

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US · HOME

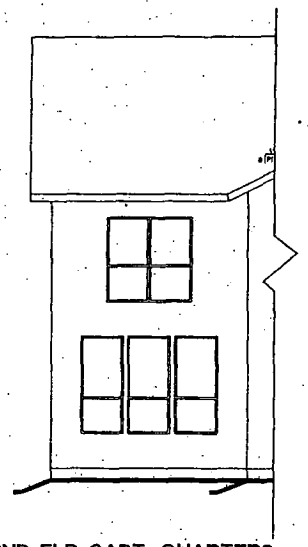
3018 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-0500 FAX: (702) 877-1537

PROJECT
7350
STEEPLECHASE
MODEL

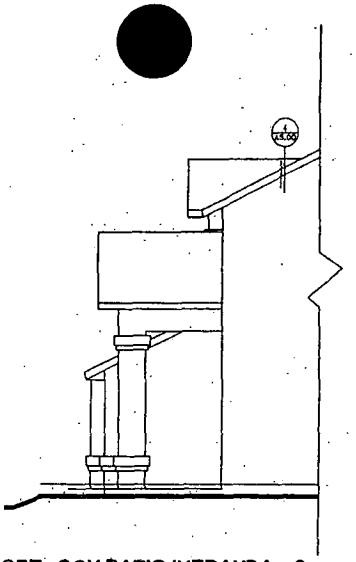
TYPE
EXTERIOR ELEVATIONS
AREA
AREA NUMBER
SCALE
DRAWN BY
WPX
JOB NUMBER
SHEET NUMBER
A2.06

PLOT INFO:
7350A3-06

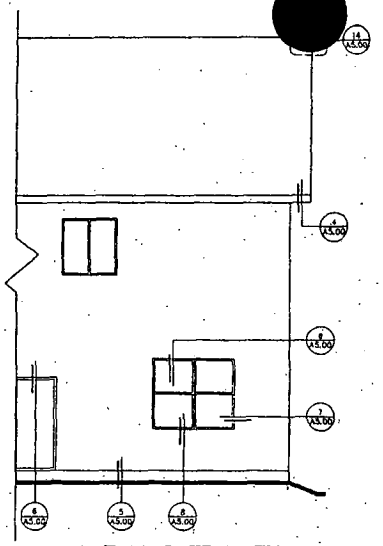
ROC-5057
10-6-04 CC



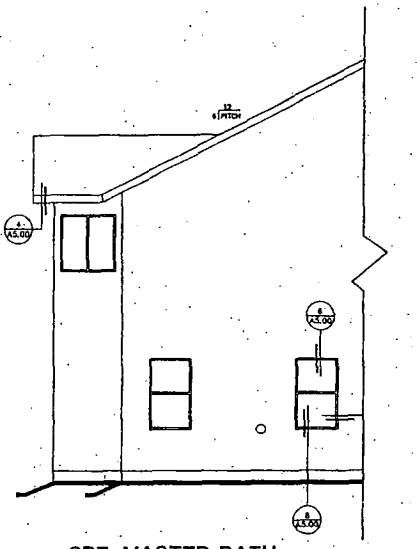
2ND FLR CAPT. QUARTERS
REAR ELEVATION
REF: 7350-OPTELP SCALE: 1/4" = 1'-0"



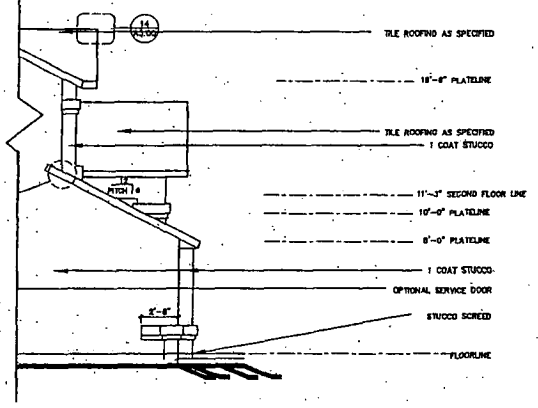
OPT. COV.PATIO/VERANDA #3
RIGHT ELEVATION
REF: 7350-OPTELP SCALE: 1/4" = 1'-0"



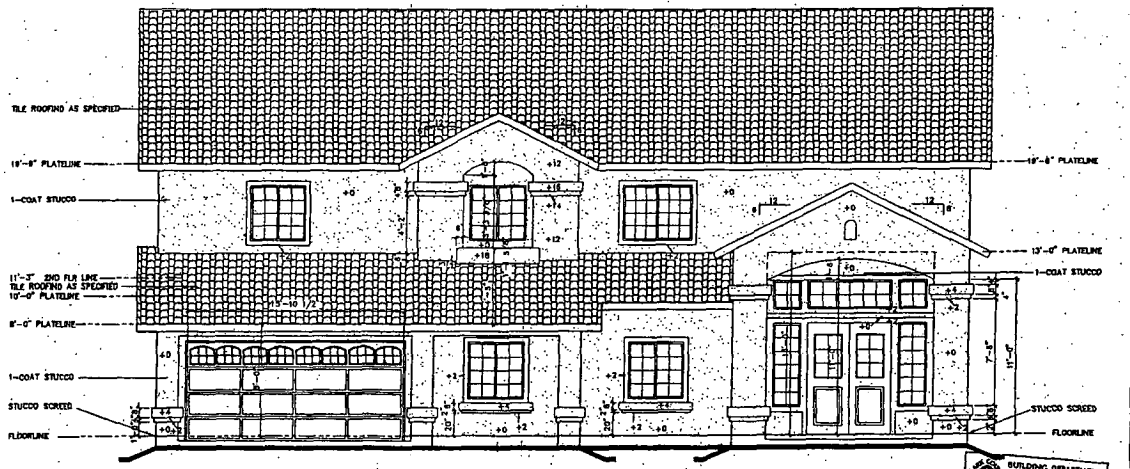
OPT. MASTER BATH
REAR ELEVATION
REF: 7350-OPTELP SCALE: 1/4" = 1'-0"



OPT. MASTER BATH
LEFT ELEVATION
REF: 7350-OPTELP SCALE: 1/4" = 1'-0"



OPT. COVERED PATIO/VERANDA #3
REAR ELEVATION
REF: 7350-OPTELP SCALE: 1/4" = 1'-0"



OPT. COVERED PATIO/VERANDA #4
RIGHT ELEVATION
REF: 7350-OPTELP SCALE: 1/4" = 1'-0"

BUILDING DEPARTMENT
Approved by
06-679
JAN 31 2002

NO.	DATE	BY	STATUS	DATE	BY
			☐ PRELIMINARY		
			☐ SUBMITTED	10-07-01	BP
			☐ APPROVED		
			☐ B.C. COMPLETED		
			☐ FINAL CHECK		
			☐ ISSUED TO FAB.		
			☐		

THESE PLANS ARE PREPARED & TO BE USED BY A LICENSED CONTRACTOR AS AN EXEMPTION TO NRS 624.360 FOR WORK UNDER $1,000. ANY WORK UNDER NRS 624.360 US HOME BUILDER'S LICENSE #0026004 RULES SHALL BE PERFORMED BY LARRY BACH OR JOHN YOE

©USHOME, 1999

US • HOME

3018 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-4600 FAX: (702) 877-4557

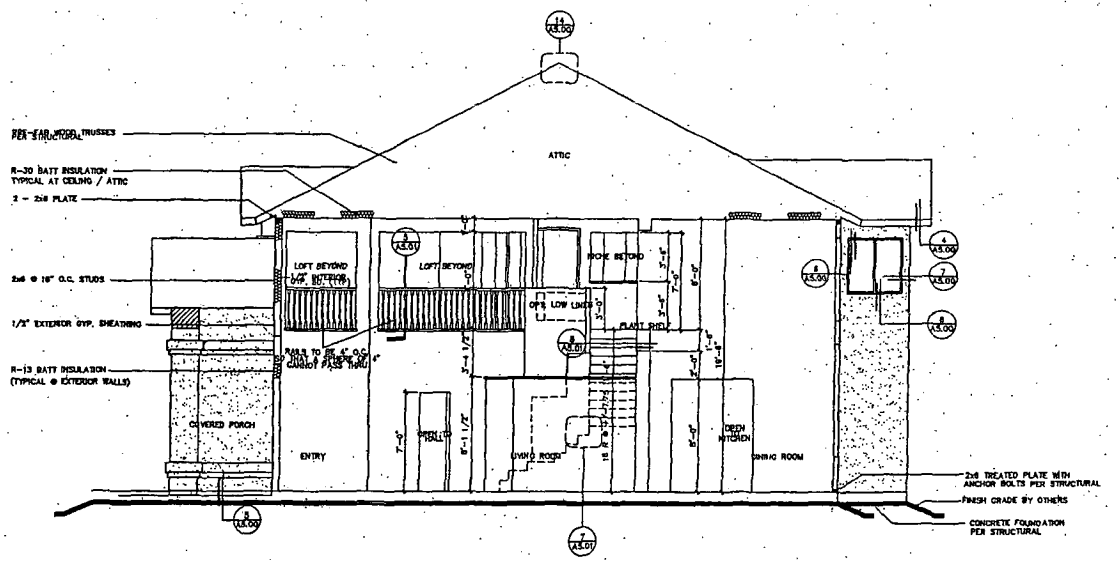
PROJECT
7350
STEEPLECHASE
MODEL

TYPE
EXTERIOR ELEVATIONS
AREA
AREA NUMBER
SCALE
DRAWN BY
WX
JOB NUMBER
SHEET NUMBER
A2.07

7350A2-07

PLOT INFO:

ROC-5057
10-6-04 CC



BUILDING SECTION A-A

REF: 7350-ELEV SCALE: 1/4" = 1'-0"

BUILDING DEPARTMENT
Approved By
JAN 31 2002

NO.	DATE	BY	STATUS
			☐ PRELIMINARY
			■ SUBMITTED
			☐ APPROVED
			☐ REC. COMPLETED
			☐ FINAL CHECK
			☐ ISSUED TO FAB.

BY	DATE
RP	10-07-01

THESE PLANS ARE PREPARED & SEALED IN ACCORDANCE WITH THE CHAPTER 623.350 EXEMPTION TO THE CHAPTER 623.340 FOR WORK UNDER CONTRACTOR LICENSE CLASSIFICATION NOT REQUIRED UNDER NRS 624, US HOME BUILDERS INCL. # 0056068 BUILDERS INCL. # 0056068 LARRY BACH OR JOHN TOE

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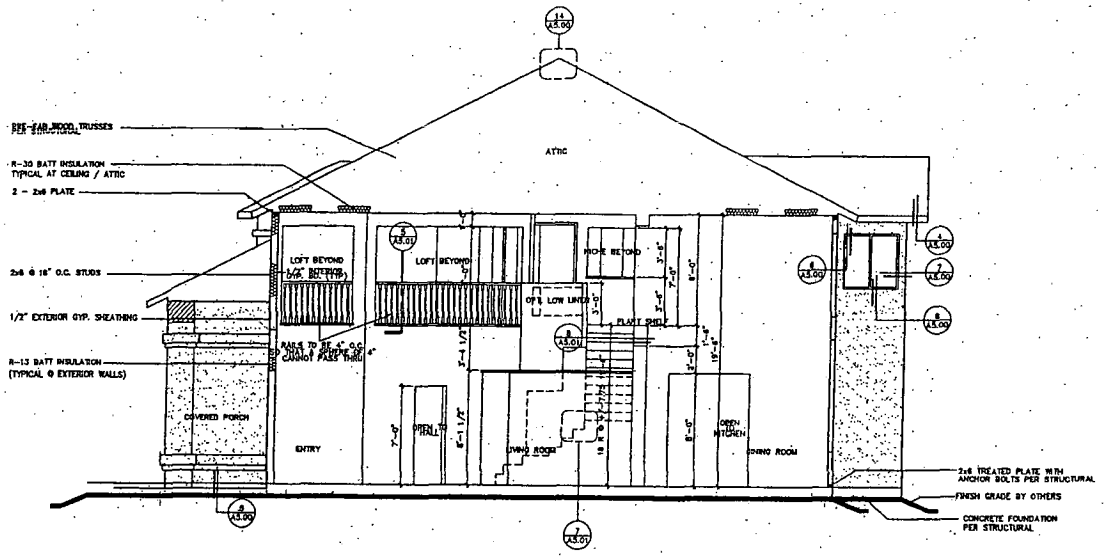
US · HOME
3018 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-8600 FAX: (702) 877-8537

PROJECT
7350
STEEPLECHASE
MODEL

TYPE	SECTION A-A
AREA	
AREA NUMBER	
SCALE	
DRAWN BY	WPK-RP
JOB NUMBER	
SHEET NUMBER	A3.00a

PLOT INFO:

ROC-5057
10-6-04 CC



BUILDING SECTION A-A

REF: 7350-ELEVb SCALE: 1/4" = 1'-0"

BUILDING DEPARTMENT Approved By 06-0764 JAN 31 2002 Ben Abed-Santos

NO	DATE	BY	STATUS
			☐ PRELIMINARY
			■ SUBMITTED
			☐ APPROVED
			☐ R.C. COMPLETED
			☐ FINAL CHECK
			☐ ISSUED TO FAB.

BY	DATE
RP	10-07-01

THESE PLANS ARE PREPARED & SUBMITTED IN ACCORDANCE WITH AS AN EXEMPTION TO NRS 624.330 FOR OWNER/BUILDER CONSTRUCTION LICENSED CONTRACTOR IS NOT REQUIRED UNDER NRS 624. US HOME PLANS PREPARED BY: LARRY BACH OR JOHN YOE

© US HOME, 1999

US·HOME

3015 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-9900 FAX: (702) 877-9557

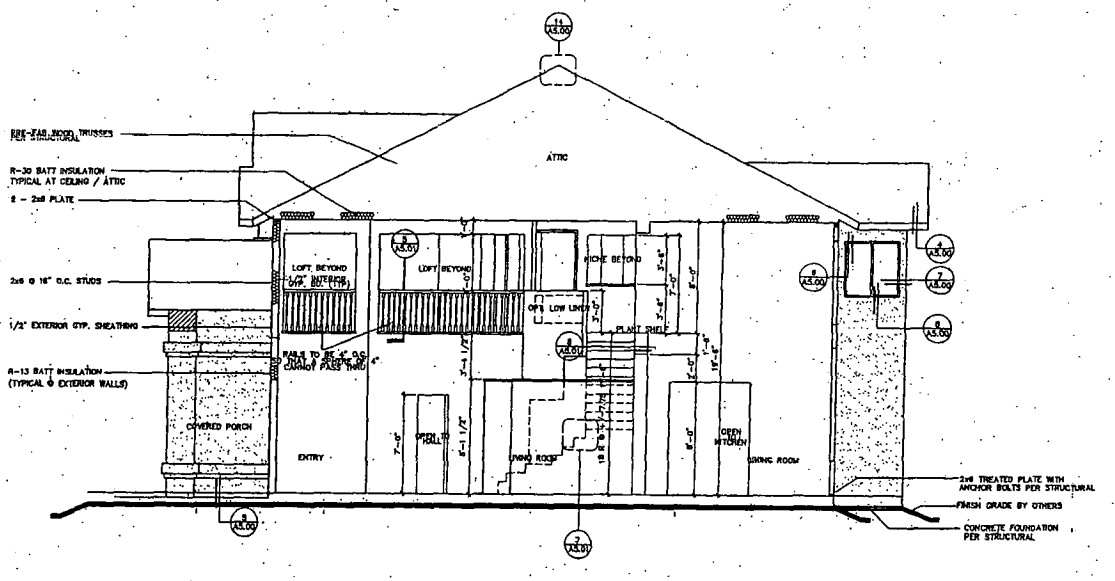
PROJECT
7350
STEEPLECHASE
MODEL

TYPE	SECTION A-A
AREA	
AREA NUMBER	
SCALE	
DRAWN BY	WX-RP
JOB NUMBER	
SHEET NUMBER	A3.00b

PLOT INFO: rp

08A3-00b.dwg

ROC-5057
10-6-04 CC



BUILDING SECTION A-A

A3.00c REF: 7350-ELEV8 SCALE: 1/4" = 1'-0"

BUILDING DEPARTMENT
Approved By
DG-674
JAN 31 2002

BY	DATE	STATUS	BY	DATE	NO.
		☐ PRELIMINARY			
RP	10-07-01	☒ SUBMITTED			
		☐ APPROVED			
		☐ R.C. CORRECTED			
		☐ FINAL CHECK			
		☐ ISSUED TO FAB.			

THESE PLANS ARE PREPARED IN COMPLIANCE WITH CODES AND AS AN EXCEPTION TO NRS 624.330 FOR WORK UNDER CONSTRUCTION UNDER NRS 121, US HOME BUILDERS NCL # 0052809 BASIC PLANS PREPARED BY: LARRY BACH OR JOHN TOE

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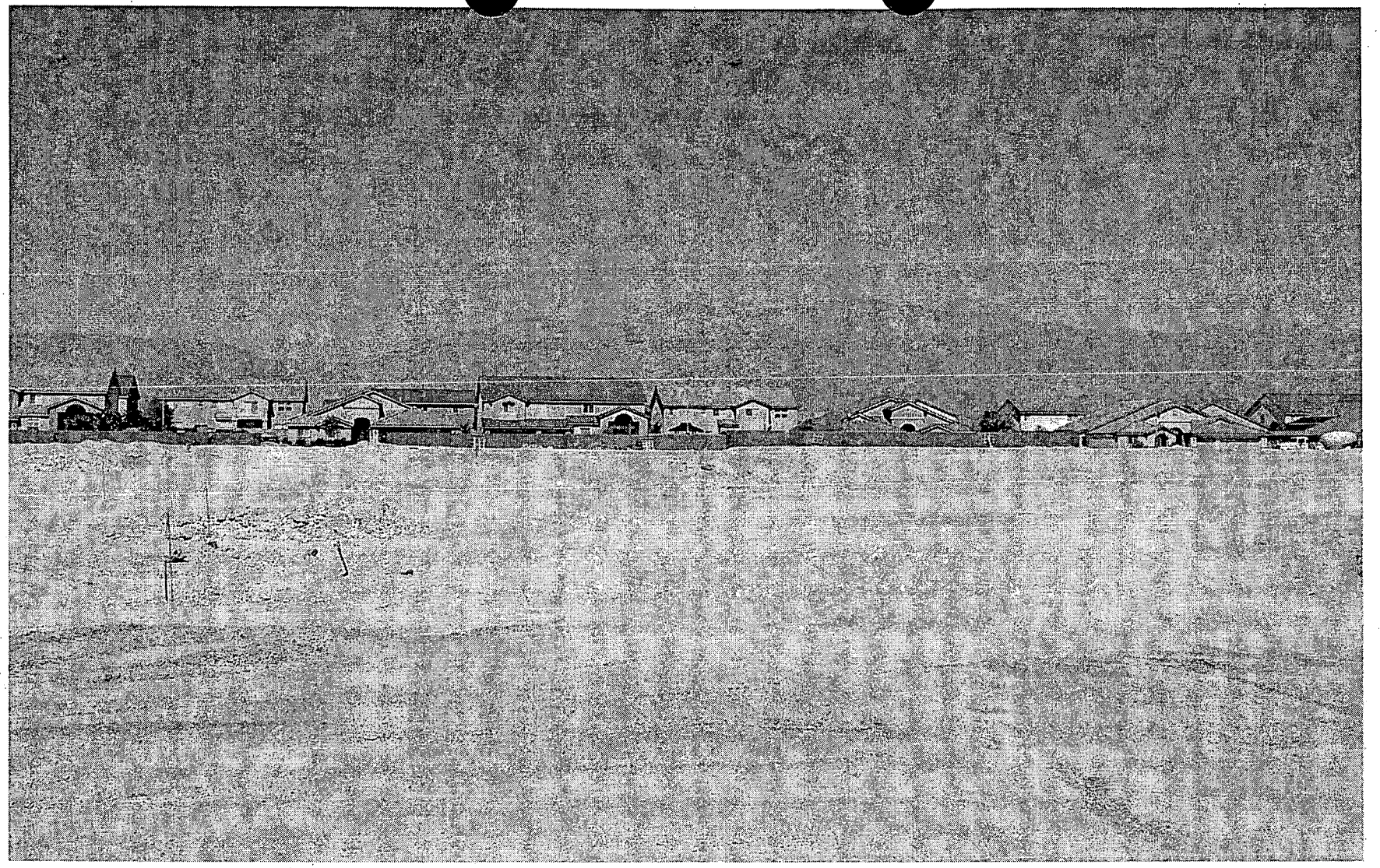
3018 WEST CHARLESTON BOULEVARD, SUITE 200
LAS VEGAS, NEVADA 89102
PHONE: (702) 877-9100 / FAX: (702) 877-9557

PROJECT
7360
STEEPLECHASE
MODEL

TYPE	SECTION A-A
AREA	
AREA NUMBER	
SCALE	
DRAWN BY	VFX-RP
JOB NUMBER	
SHEET NUMBER	A3.00c

PLOT INFO:

ROC-5057
10-6-04 CC



ROC-5057 – APPLICANT: US HOME CORPORATION – OWNER: GMAC MODEL HOME FINANCE, INC.
Adjacent to the south side of Azure Drive, between Torrey Pines Drive and Bronco Street
OCTOBER 6, 2004 CITY COUNCIL MEETING

Picture taken 09/14/04

City of Las Vegas

Agenda Item No. 78

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT GENZER ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

REVIEW OF CONDITION

ROC-5250 - PUBLIC HEARING - APPLICANT: TIM C. AYALA - OWNER: FRANCISCO MENDOZA - Request for a Review of Condition Number 3 of an approved Rezoning (ZON-3474) TO ALLOW SITE DEVELOPMENT PLAN REVIEW APPLICATIONS TO BE SUBMITTED ON AN INDIVIDUAL BASIS, WHERE A COMPREHENSIVE SITE PLAN, INCLUDING ALL LOTS, WAS REQUIRED TO BE SUBMITTED FOR APPROVAL BY THE PLANNING AND DEVELOPMENT DEPARTMENT AND THE DEPARTMENT OF PUBLIC WORKS PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR ANY OF THE LOTS INVOLVED IN THE REZONING on 1.7 acres at 600 to 804 North Jones Boulevard (APN 138-25-310-001 through 009), R-1 (Single Family Residence) Zone under Resolution of Intent to P-R (Professional Office and Parking), Ward 2 (Wolfson). Staff recommends DENIAL. (NOTE: SUBSEQUENT TO THE MAILING OF PUBLIC HEARING NOTICES, THE AGENDA HEADING WAS REVISED)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	**Planning Commission Mtg.**	0
City Council Meeting	0	**City Council Meeting**	0

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report
4. Submitted after final agenda - Letter from Commissioner Lynette Boggs McDonald
5. Submitted at City Council - Protest letter from June Ingram and Pamela Stancliffe

MOTION:

WOLFSON - DENIED - UNANIMOUS

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

TIM AYALA, 4600 Sunset Road, appeared on behalf of the applicant and explained that his client's property is located on the corner of Jones Boulevard, and wants to develop his property individually. Other property owners along this corridor are selling their property, and some do not have the money to obtain a site plan, making it difficult to coordinate a site plan.

JUNE INGRAM, Charleston Neighborhood Preservation, submitted a protest letter. She pointed out that a year ago the property owners agreed on this condition to assure that properties at 600 through 804 North Jones Boulevard would require a comprehensive plan.

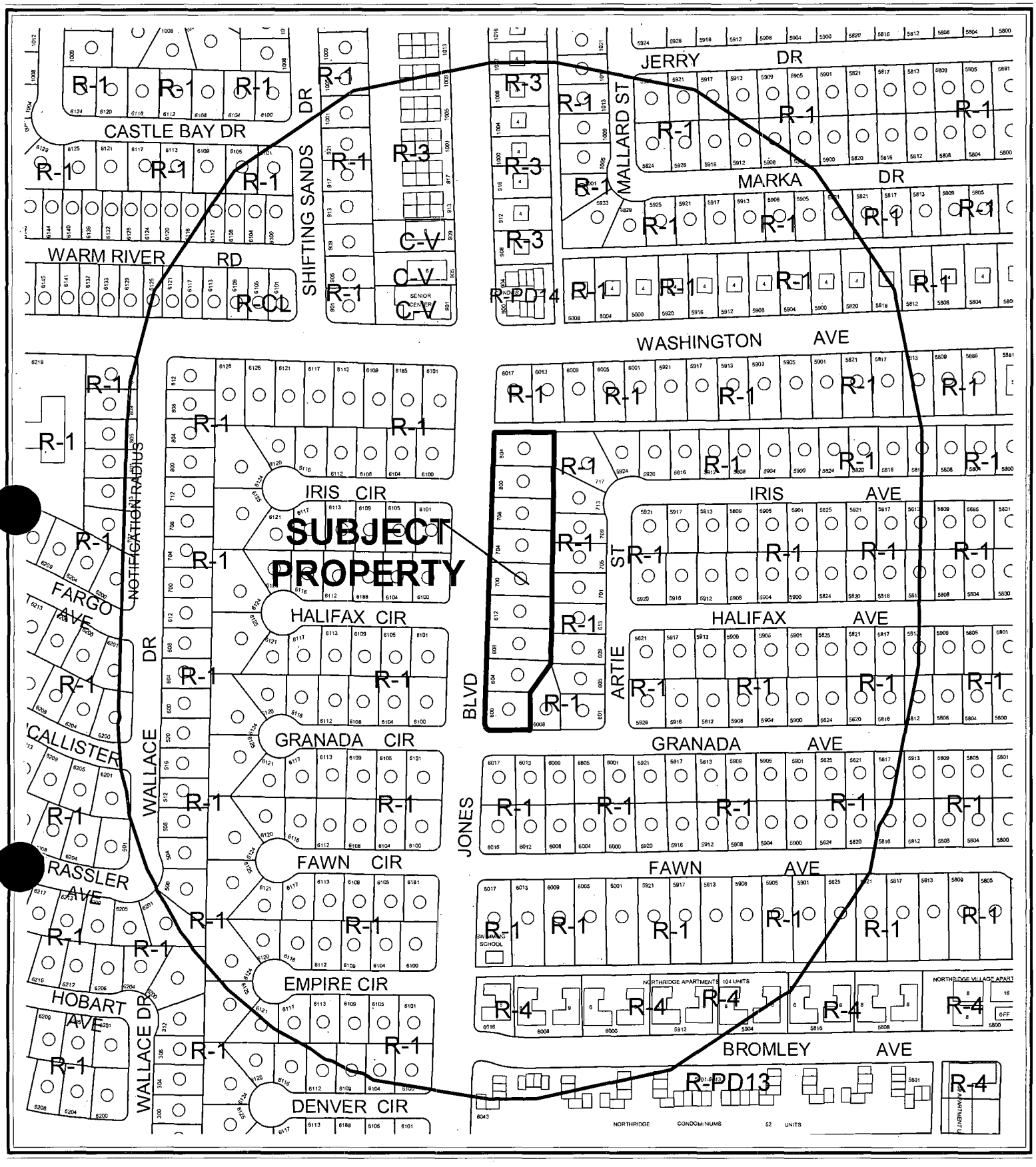
COUNCILMAN WOLFSON asked ROBERT GENZER, Director, Planning and Development Department, to explain the history of this issue. MR. GENZER indicated that the situation along Jones

MINUTES - Continued:

Boulevard has been very difficult for a number of years. When this particular application came forward, it was made clear to the applicant that the only reason for approval of the request was because they were agreeing to a condition that required these lots to be developed, not necessarily at the same time, but under one comprehensive plan. By doing that, they would be able to avoid individual driveways to these parcels and ensure that there would be cross-access and parking between the parcels. Staff adamantly opposes this current request because it would provide the same situation that is occurring south of Jones Boulevard.

COUNCILMAN WOLFSON submitted for the record a letter he received from COMMISSIONER LYNETTE BOGGS McDONALD where she asks that the request not be granted. COUNCILMAN WOLFSON asked that the applicant and the other property owners live up to the agreement that was previously reached. His predecessor worked very hard making sure that this area was developed in a consistent manner.

MAYOR GOODMAN declared the Public Hearing closed.
(1:23 - 1:31)
3-626

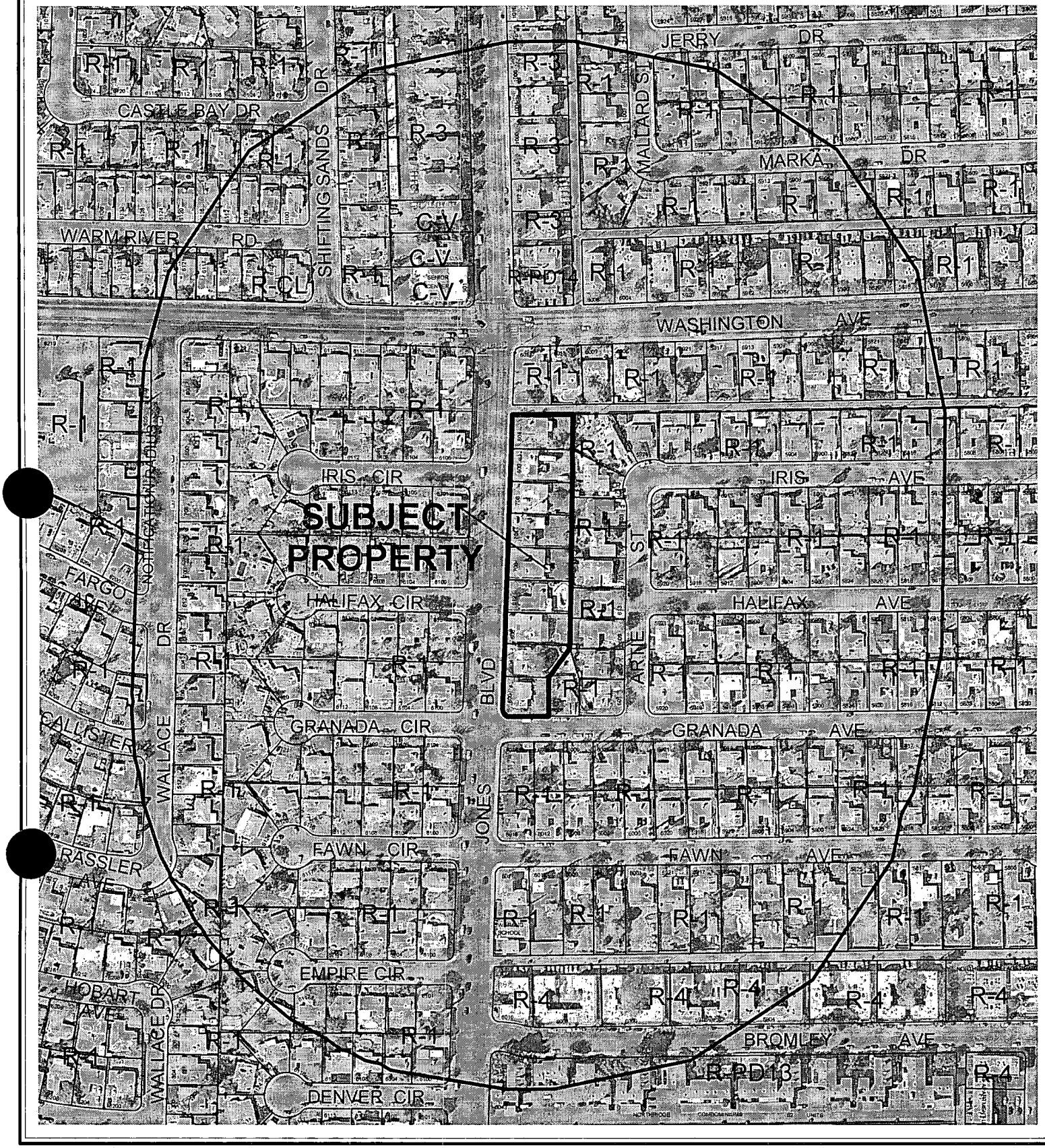


0 200 400 Feet

CASE: **ROC-5250**

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY:
R-1 (SINGLE-FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING)



0 200 400 Feet

CASE: **ROC-5250**

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY:
R-1 (SINGLE-FAMILY RESIDENTIAL) UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ROC-5250 - APPLICANT: TIM C. AYALA – OWNER: FRANCISCO MENDOZA

** CONDITIONS **

Staff recommends DENIAL. If Approved, subject to:

Planning and Development

1. Conformance to all other Conditions of Approval for rezoning application ZON-3474.

Public Works

2. Provide a copy of a recorded Joint Access Agreement across each site that runs from the north property line to the south property line located along the east property line extending west 20 feet between this site and the adjoining parcels within the Zoning Reclassification application prior to the issuance of any permits.

3. Provide a 20 foot wide area of paving within the joint access area across each site. The paved area shall be engineered to be continuously promulgated along the eastern border on existing grades to approximately 100 feet beyond the north and south property lines. Shorter offsite distances of engineering may be allowed at the City Engineer's discretion.

4. No walls, fences, trees, shrubs, utility appurtenances or any other object shall be constructed or installed within 10 feet of the joint access area unless said object is maintained at less than a height of 27 inches measured from the top of adjacent asphalt installed within the access area of each site.

5. No walls, fences, trees, shrubs, utility appurtenances or any other object shall encumber, block, or obstruct the joint access area or the property bounds across the joint access area of each site.

** STAFF REPORT **

APPLICATION REQUEST

A) Action Requested

This request is for a Review of Condition Number 3 of an approved Rezoning (ZON-3474) which required a comprehensive site plan, including all lots, to be submitted for approval by the Planning and Development Department and the Department of Public Works prior to the issuance of a certificate of occupancy for any of the lots involved in the rezoning to allow the lots to submit site development plan reviews on an individual basis on 1.7 acres a 600 to 804 North Jones Boulevard.

B) Applicant's Justification

The applicant's justification letter indicates they are requesting Condition of Approval Number 3 of Rezoning ZON-3474 be removed in order to allow the property located 804 North Jones Boulevard to move forward with a Site Development Plan Review for that site only.

BACKGROUND INFORMATION

A) Previous Actions

02/18/04 The City Council approved a General Plan Amendment (GPA-3388) to O (Office) and a Rezoning (ZON-3474) to P-R (Professional Office and Parking on these lots. The Planning Commission and staff recommended approval on January 22, 2004.

B) Pre-Application Meeting

09/08/04 A pre-application meeting was held at which time the applicant was advised of the requirements for a Review of Condition application.

C) Neighborhood Meetings

A neighborhood meeting is not required for a Review of Condition application.

DETAILS OF APPLICATION REQUEST

A) Site Area

Net Acres: 1.7

B) Existing Land Use

Subject Property	Single Family Residential
North	Single Family Residential
South	Single Family Residential
East	Single Family Residential
West	Single Family Residential

C) Planned Land Use

Subject Property	L (Low Density Residential)
North	L (Low Density Residential)
South	L (Low Density Residential)
East	L (Low Density Residential)
West	L (Low Density Residential)

D) Existing Zoning

Subject Property:	R-1 (Single Family Residential)
North	R-1 (Single Family Residential)
South	R-1 (Single Family Residential)
East	R-1 (Single Family Residential)
West	R-1 (Single Family Residential)

E) General Plan Compliance

The subject parcel is designated O (Office) on the Southwest Sector Map of the City of Las Vegas General Plan. The approved P-R (Professional Office and Parking) zoning is in conformance with the General Plan.

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 site is not affected by any special plan areas or districts.

ANALYSIS

A) Zoning Code Compliance

The conversion of each residence to an office use and compliance with the Zoning Code will be addressed at the time of a Site Development Plan Review.

B) General Analysis and Discussion

The applicant is requesting removal of Condition of Approval Number 3 of the approved Rezoning (ZON-3474) which requires a comprehensive site plan that includes all 9 lots, to be submitted for approval by the Planning and Development Department and the Department of Public Works prior to the issuance of a certificate of occupancy.

FINDINGS

The first intent of Condition of Approval Number 3 requiring the comprehensive overall plan is to avoid a piecemeal approach to the development of the 9 lots involved in the rezoning. Without a comprehensive plan, consistent landscaping and site design elements will not be provided which will result in a fragmented development pattern along this segment of Jones Boulevard.

Condition of Approval Number 3 of the approved Zoning Reclassification also was imposed as a joint effort between The Department of Planning and Development and The Department of Public Works to ensure that all the properties within the Zoning Reclassification application provided joint access for adequate or enhanced circulation.

Finally, the condition only requires the comprehensive site plan to be submitted to the Planning and Development Department and Department of Public Works for review. Action by the Planning Commission or City Council is not required, which should not impose an undue hardship on any of the properties involved in the Rezoning. For these reasons, the recommendation for this request is denial.

Public Works staff requests that the following conditions of approval be imposed to control or mitigate traffic congestion within the surrounding street network if the review of condition is approved:

> Provide a copy of a recorded Joint Access Agreement across each site that runs from the north property line to the south property line located along the east property line extending west 20 feet between this site and the adjoining parcels within the Zoning Reclassification application prior to the issuance of any permits.
>
> Provide a 20 foot wide area of paving within the joint access area across each site. The paved area shall be engineered to be continuously promulgated along the eastern border on existing grades to approximately 100 feet beyond the north and south property lines. Shorter offsite distances of engineering may be allowed at the City Engineer's discretion.
>
> No walls, fences, trees, shrubs, utility appurtenances or any other object shall be constructed or installed within 10 feet of the joint access area unless said object is maintained at less than a height of 27 inches measured from the top of adjacent asphalt installed within the access area of each site.

No walls, fences, trees, shrubs, utility appurtenances or any other object shall encumber, block, or obstruct the joint access area or the property bounds across the joint access area of each site.

NOTICES MAILED 349 by Planning Department

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

ROC-5250

Case Number: ~~ZONE-5474~~ APN: 138-25-310-001

Name of Property Owner: Francisco Mendoza

Name of Applicant: TIM C. AYALA

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes _____V_____ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner/Authorized Agent: [signature]

Print Name: Francisco Mendoza

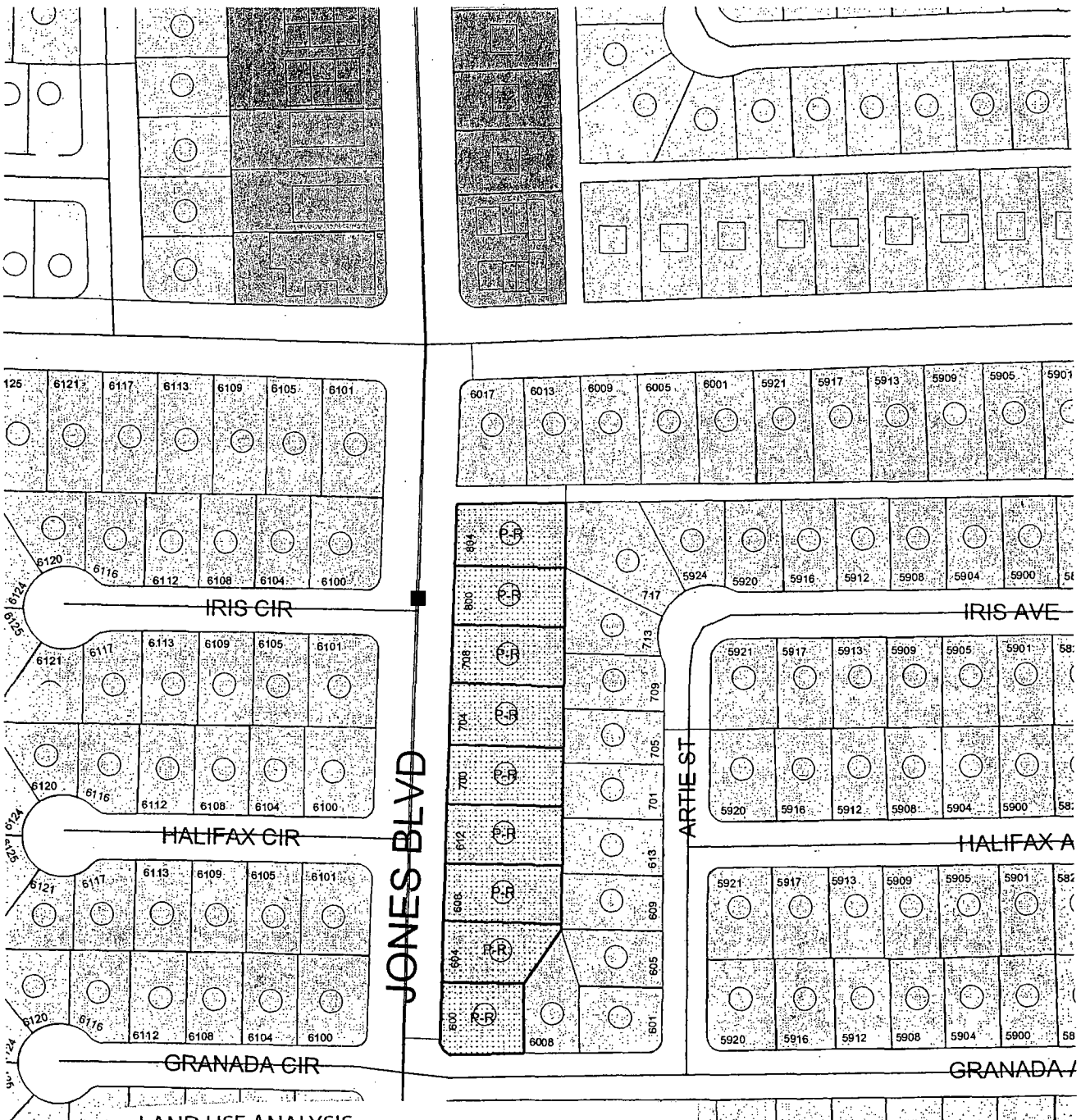
Subscribed and sworn before me

This 09 day of September, 2004

[signature]

Notary Public in and for said County and State

LUCIA FATIMA SHEARER
Notary Public, State of Nevada
Appointment No. 02-74141-1
My Appt. Expires Jan 7, 2006



LAND USE ANALYSIS

EXISTING ZONE - PR (PROFESSIONAL OFFICES)

APPROX. PARCEL AREA - 1.7 AC.

APPROX. BLDG. AREA - 1,500 SQ.FT.

PARKING REQUIRED - 5 PARKING SPACES

ADDRESS 804 N. JONES BLVD.

APN 138-25-310-001 TROUGH 009

NORTH

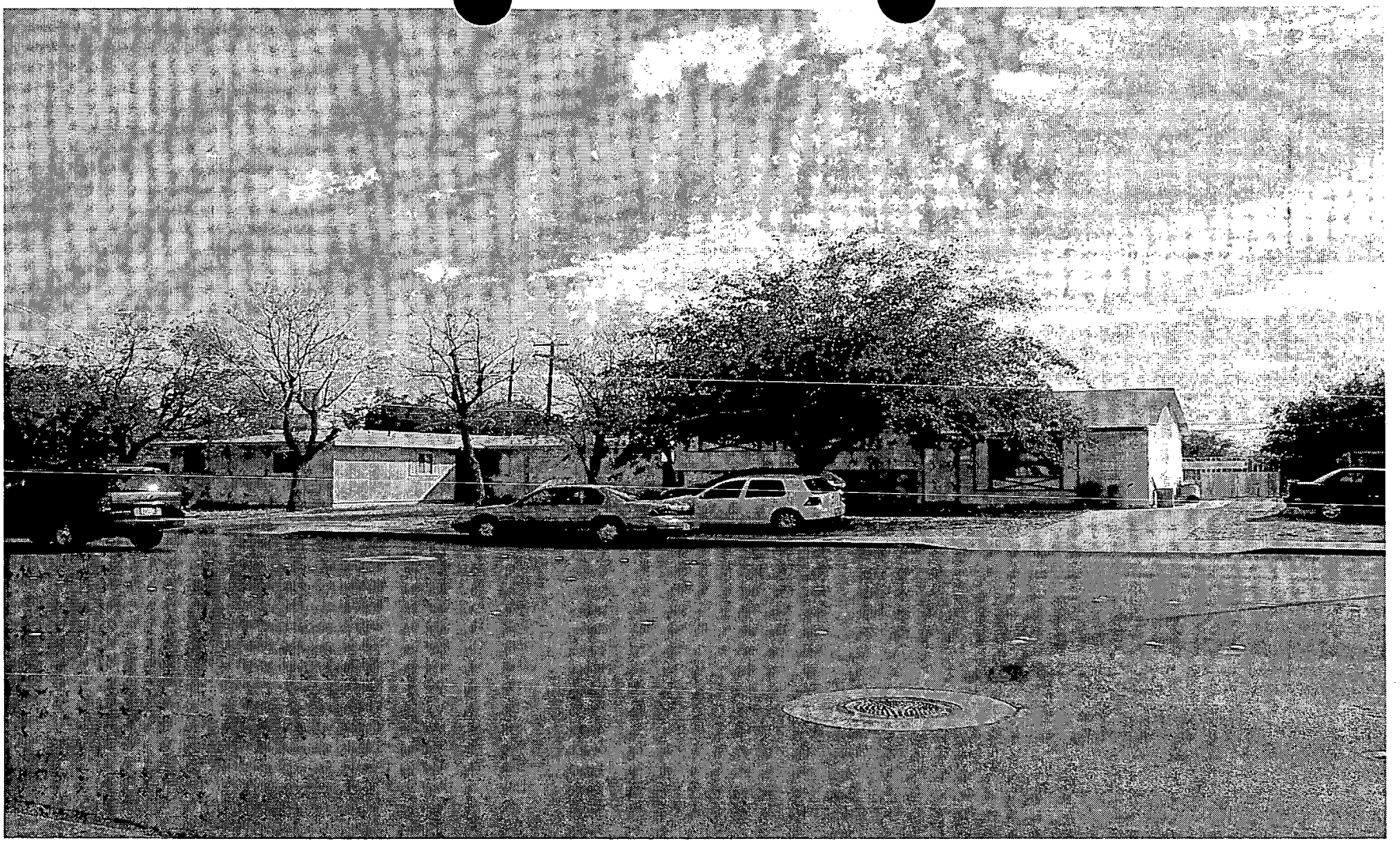
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ROC-5250

10-20-04 CC

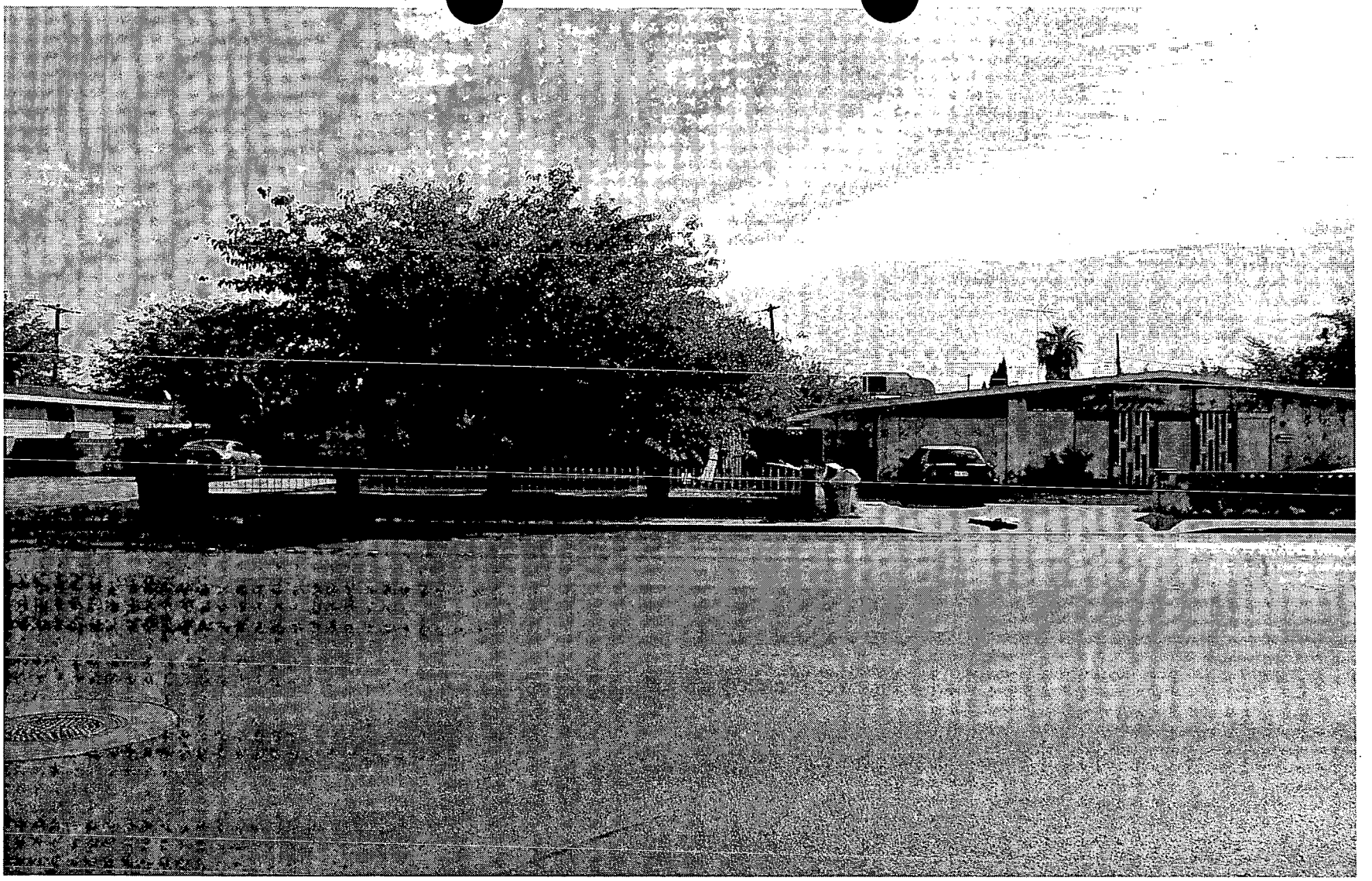
RECEIVED

SEP 13 2004



ROC-5250 - APPLICANT: TIM C. AYALA – OWNER: FRANCISCO MENDOZA
600 to 804 North Jones Boulevard
OCTOBER 20, 2004 CITY COUNCIL MEETING

Picture taken 10/01/04



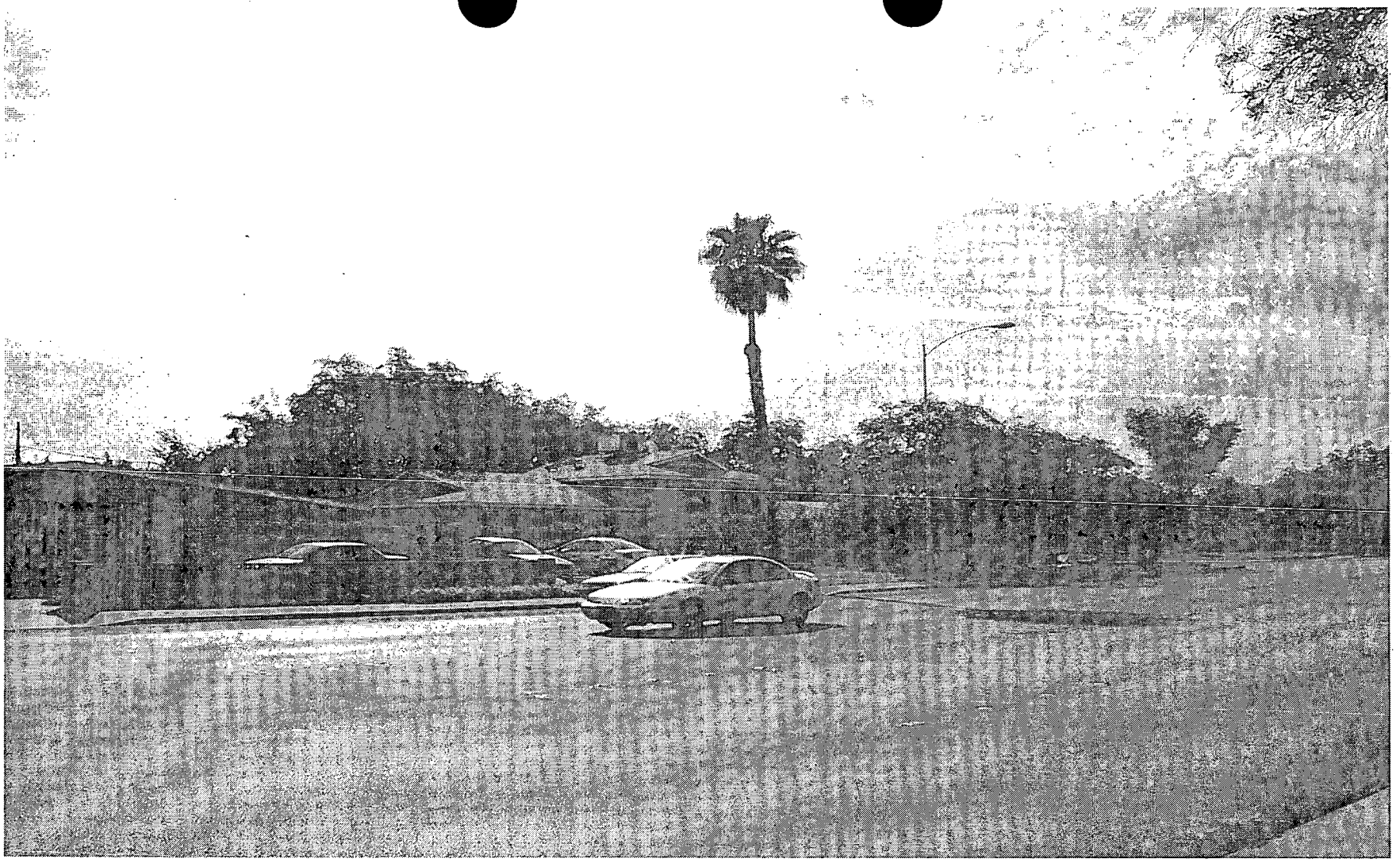
ROC-5250 - APPLICANT: TIM C. AYALA – OWNER: FRANCISCO MENDOZA
600 to 804 North Jones Boulevard
OCTOBER 20, 2004 CITY COUNCIL MEETING

Picture taken 10/01/04



ROC-5250 - APPLICANT: TIM C. AYALA – OWNER: FRANCISCO MENDOZA
600 to 804 North Jones Boulevard
OCTOBER 20, 2004 CITY COUNCIL MEETING

Picture taken 10/01/04



ROC-5250 - APPLICANT: TIM C. AYALA – OWNER: FRANCISCO MENDOZA
600 to 804 North Jones Boulevard
OCTOBER 20, 2004 CITY COUNCIL MEETING

Picture taken 10/01/04

ROC-5250

LYNETTE BOGGS McDONALD
Commissioner

Board of County Commissioners

CLARK COUNTY GOVERNMENT CENTER
500 S GRAND CENTRAL PKY
PO BOX 551601
LAS VEGAS NV 89155-1601
(702) 455-3500 FAX: (702) 383-6041

October 18, 2004

RECEIVED
CITY CLERK
2004 OCT 19 P 2:43

Councilman Steve Wolfson
400 E. Stewart Ave
Las Vegas, NV 89101

RE: ZON-3474 (related to GPA-3388)

Dear Councilman Wolfson,

I have been made aware of the above referenced application that is before you on your Wednesday, October 20, 2004 agenda. This application requests a waiver of conditions that were placed on an item while I was the Councilwoman for this area. I would like to give you some input on how we reached these conditions and why it is so important not to waive any of them.

Some time back the constituents in the area of US95 and Jones Blvd spoke to me regarding the zoning that had been occurring to the south of US 95. They were concerned with the "piece meal" zoning that was converting some of these homes to commercial along Jones Blvd. Therefore, when the area to the north of US95 came before me, I felt it was very important to listen to my constituents and try to address this situation as a whole, instead of just "piece meal" as had been done to the south. We had many meetings with the people applying under GPA-3388, the residents of the area and representatives from the Charleston Neighborhood Preservation group. The application went forward, and was approved with a list of conditions that was agreed upon by everyone involved. This was a very comprehensive decision for an area that we wanted to make certain did not mirror what had happened to the south. Through this forward thinking approach we felt as a community we had preempted a potentially bad situation.

Please do not approve the waiver before you under application ZON-3474. I feel that if any of these conditions are waived it will nullify the efforts made to ensure that a positive impact is made as the area to the north of US95 evolves.

Sincerely,

Lynette Boggs McDonald

Lynette Boggs McDonald
Clark County Commissioner

cc: Las Vegas City Council
Robert Genzer
Matthew Pinjuv
Charleston Neighborhood Preservation

Submitted after final agenda
Date 10/19/04 Item # 78

Las Vegas City Council
Council Chambers
400 Stewart Avenue
Las Vegas, NV 89101

RE: Item 78 on Wednesday October 20, 2004's Agenda ROC 5250.

Dear Mayor and City Council Members,

We respectfully ask that you vote NO on item #78-ROC 5250.

The property included in this item was rezoned approximately 1 year ago. The owners agreed to all of the Conditions. This Condition Number 3 was put on this piece of property to assure that the north side of Jones Boulevard, which includes property addresses #600 to 804, would never become a hodgepodge assortment of buildings similar to those located on the south side of Jones, property addresses #102 to 420. These properties were rezoned approximately 14 years ago with very few conditions, which allowed the owners to do what they wished with no timeline or responsibility to the appearance of the neighborhood.

Please VOTE NO on item #78-ROC 5250.

Thank you very much.

June Ingram and Pamela Stancliffe

Charleston Neighborhood Preservation

Submitted at City Council
Date 10/20/04 Item #78

City of Las Vegas

Agenda Item No. 79

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT GENZER ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW

SDR-4498 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: ADA ARGUETA - Request for a Site Development Plan Review FOR A PROPOSED OFFICE AND A WAIVER OF LANDSCAPE STANDARDS on 0.11 acres at 1709 Eastern Avenue (APN 162-01-310-199), P-R (Professional Office and Parking) Zone, Ward 3 (Reese). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	**Planning Commission Mtg.**	0
City Council Meeting	0	**City Council Meeting**	0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

REESE - STRIKE - UNANIMOUS with BROWN not voting

MINUTES:

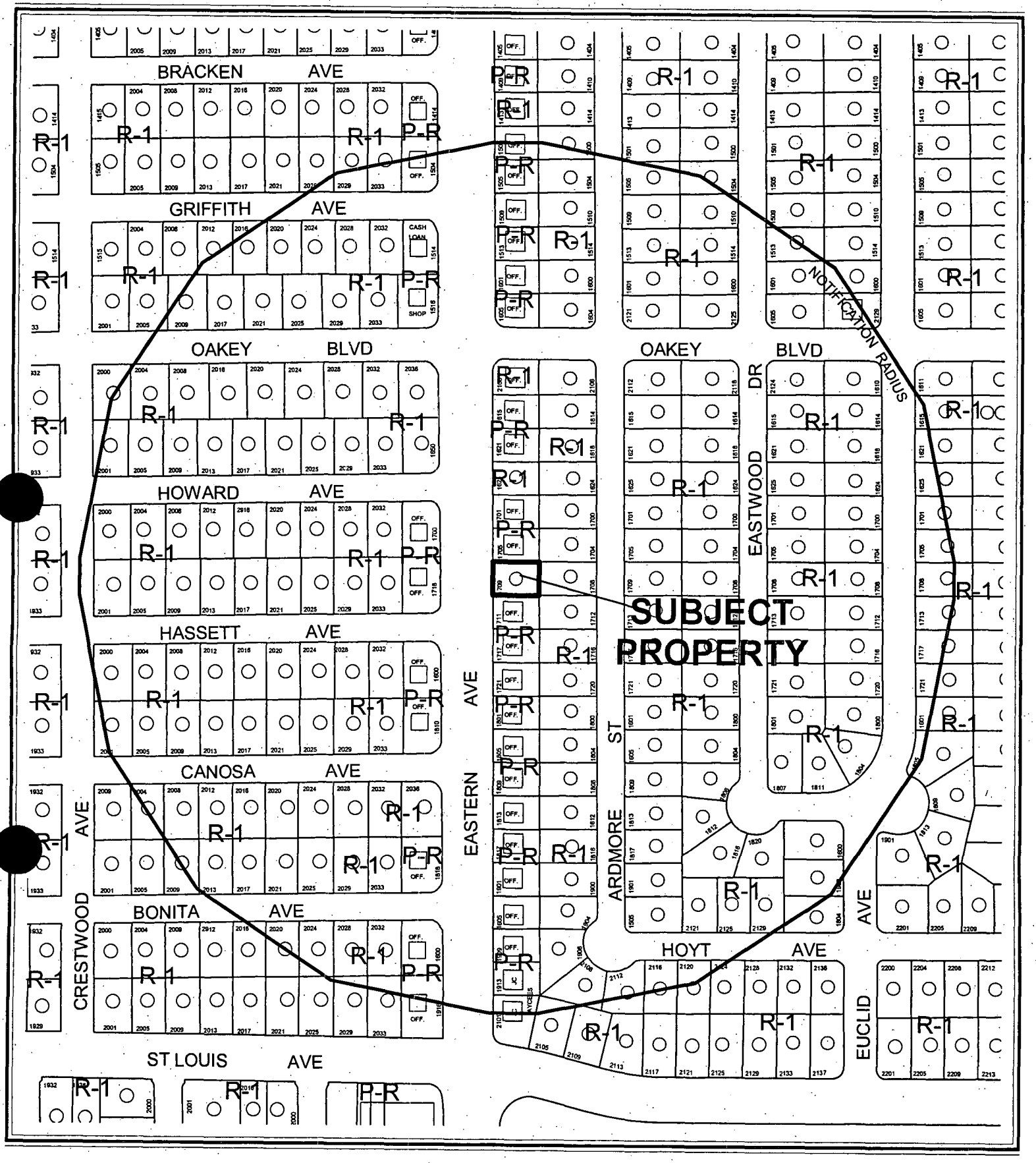
MAYOR GOODMAN declared the Public Hearing open.

The applicant was not present.

COUNCILMAN REESE noted that this had been abeyed three times and moved to strike the item.

No one appeared in opposition.

MAYOR GOODMAN declared the Public Hearing closed.
(1:31 - 1:32)
3-904



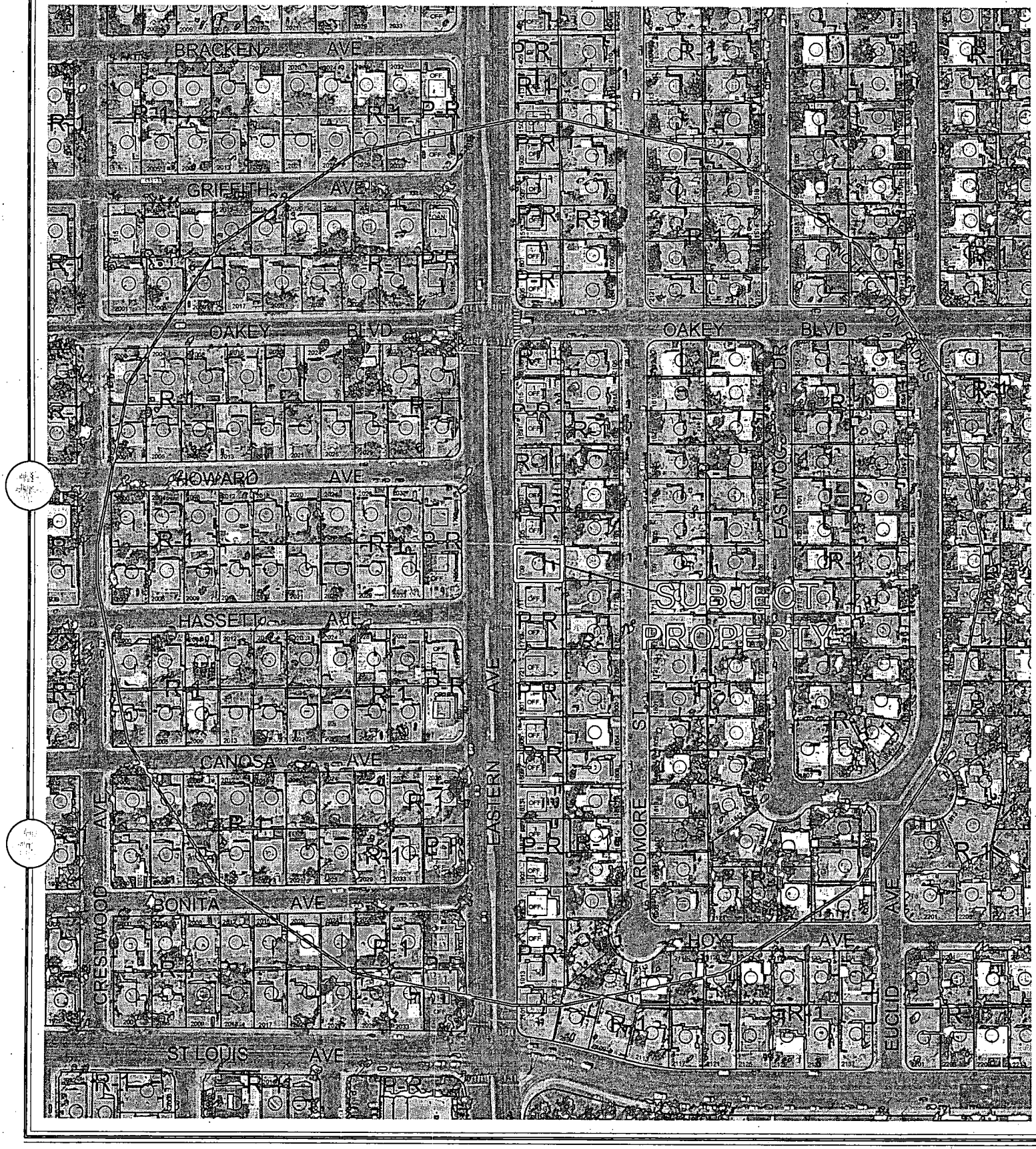
CASE: **SDR-4498**

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

0 200 400 Feet

N



0 200 400 Feet

CASE: SDR-4498

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ABEYANCE ITEM - SDR-4498 – APPLICANT/OWNER: ADA ARGUETA

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 6, 2004 CITY COUNCIL MEETING AT COUNCILMAN REESE'S REQUEST.

** CONDITIONS **

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Prior to the issuance of building permits, a revised landscape plan must be submitted to and approved by the Department of Planning and Development showing a maximum of 15% of the total landscaped area as turf.

2. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

3. The trash enclosure shall be covered and screened as required by the Commercial Design Standards. The enclosure shall be relocated to be a minimum of 50 feet from the residential zone to the east.

4. All signage shall be subject to administrative review.

5. All development shall be in conformance with the site plan and building elevations, except as amended by conditions herein.

6. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner. [Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.]

7. All mechanical equipment and air conditioners shall be fully screened in views from the abutting streets.

8. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize 'shoe-box' fixtures and downward-directed lights. Wallpack lighting shall utilize 'shoe-box' fixtures and downward-directed lights on the proposed building. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.

9. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Title 19.12.050.

10. Any property line wall shall be a decorative block wall, with at least 20 percent contrasting materials. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.

11. All City Code requirements and design standards of all City departments must be satisfied.

Public Works

12. Remove all substandard public street improvements and unused driveway cuts adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

13. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing drainage patterns for this site prior to the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainageways as recommended.

14. Site development to comply with all applicable conditions of approval for Z-43-99 and all other subsequent site-related actions.

** STAFF REPORT **

APPLICATION REQUEST

A) Action Requested

This request is for the approval of a Site Development Plan Review for a proposed 996 square foot office building and a waiver of perimeter landscaping on 0.11 acres located at 1709 South Eastern Avenue.

B) Applicant's Justification

This project meets and supports existing city policies and regulations. A waiver of perimeter landscaping is requested as the building area does not have the space required for the standards to be met.

BACKGROUND INFORMATION

A) Previous Actions

09/01/99 The City Council approved a rezoning request (Z-0043-99) form R-1 (Single Family) to P-R (Professional Office and Parking) for this location.

08/26/04 The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #50/kw).

B) Pre-Application Meeting

05/05/04 During the conference the following was discussed.

- Needs to add driveway on the southside of house.
- Will require a remodel of a portion of the building.
- Traffic impact fees will apply.
- New driveway entrance will need to conform to Standard 222A.
- Angle the parking in the back to get a drive isle that complies.
- Will need to apply for landscaping waivers for
  - Perimeter
  - Buffers
  - Building foundation
- Need ADA access to principle entrance of building.
- Show any proposed signage on plan.
- Show trash area.

C) Neighborhood Meetings

Neighborhood meeting is not required for this type of request.

DETAILS OF APPLICATION REQUEST

A) Site Area

Net Acres: 0.11

B) Existing Land Use

Subject Property:	Single Family Dwelling
North:	Office
South:	Office
East:	Single Family Dwelling
West:	Office

C) Planned Land Use

Subject Property:	SC (Service Commercial)
North:	SC (Service Commercial)
South:	SC (Service Commercial)
East:	L (Low Density Residential)
West:	SC (Service Commercial)

D) Existing Zoning

Subject Property:	P-R (Professional Office – Parking)
North:	P-R (Professional Office – Parking)
South:	P-R (Professional Office – Parking)
East:	R-1 (Single Family Residential)
West:	P-R (Professional Office – Parking)

E) General Plan Compliance

a. Southeast General Plan

The request conforms to the Southeast Sector Land Use Plan. The Plan allows SC (Service Commercial) uses be developed at the subject location. The P-R (Professional Office and Parking) zoning of the site implements the SC (Service Commercial) land use classification.

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**

There are no special districts or zones affecting this site.

PROJECT DESCRIPTION

Access to the site is from Eastern Avenue. The proposed single-story office building is oriented toward the street. The parking area is behind the building along the rear property line. The building is up to the street, with landscaping in the setback area between the building and the street.

The applicant is asking for a waiver of perimeter landscaping because of the need to supply a sufficient number of parking spaces.

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	4,792 sq ft	Y
Min. Lot Width	60 Feet	60 ft	Y
Min. Setbacks			
• Front	20 Feet	10 ft min	N
• Side	5 Feet	12 ft min	Y
• Corner	15 Feet	N/A	Y
• Rear	15 Feet	38	Y
Max. Lot Coverage	50 %	21 %	Y
Max. Building Height	2 stories/ 35 feet	1 story	Y

The proposal meets the development requirements of Title 19 for P-R (Professional Offices and Parking) projects except for the front setback. The existing building is nonconforming as to the front setback.

A2) Residential Adjacency Standards

Pursuant to Title 19.08, the following Residential Adjacency Standards apply to the subject proposal:

a) Proximity slope. The proposal meets the proximity slope requirement.
b) Building setback. The proposal meets building setback requirements.

A3) Parking and Traffic Standards

Pursuant to Title 19.10, the following Parking Standards apply to the subject proposal:

Uses	GFA	Required			Provided	
		Ratio	Parking		Parking	
			Regular	Handicap	Regular	Handicap
General Office	996 SF.	1 Space /300 GFA	2	1	2	1

The proposal meets the requirements of Title 19 for parking.

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	1Trees/ 6 Spaces	1 Trees	2
Buffer:			
• Min. Trees	1 Trees/ 20 Linear Feet	15 Trees	0
• Min. Zone Width	8 Feet		0
• Wall height	8 Feet		Not Shown

The proposed project does not meet standards for perimeter and buffer landscaping. The applicant requests waivers of buffer and perimeter landscaping due to the hardships created by the lot size and configuration. The applicant proposes the proper number of parking spaces and sufficient drive aisles but these conditions prohibit landscaping where needed.

A5) Sign Standards

Insufficient information was provided about proposed signs. Signage will be addressed under a subsequent application.

B) General Analysis and Discussion

- Zoning

The proposed 996 square-foot office building use is allowed in the P-R (Professional Offices and Parking) Zoning District subject to conformance with applicable requirements of Title 19.

- Site Plan

Access to the site is from Eastern Avenue. The proposed single-story office building is oriented toward the street. The parking area is behind the building along the rear property line. The building is up to the street, with landscaping in the setback area between the building and the street.

- Waivers

The applicant requests waivers of buffer and perimeter landscaping because of insufficient space. These can be supported for the following reasons:

1) The waiver will allow provision for sufficient on-site parking

2) The waiver will allow drive aisles to meet the standards of the Code, therefore ensuring safe and efficient on-site traffic circulation.

- Landscape Plan

Trees are shown between the parking spaces and landscaping is to be between the building and the front sidewalk.

- Elevation

The elevation shows the same featureless stucco of the existing building. The building should be remodeled to include shutters, box outs, a steeper roof pitch, awnings, or other enhancements that break up the flat front elevation and nearly flat roof.

- Floor Plan

The floor plan shows a room layout typical of residential to office conversions.

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 office building is compatible with development in the area, subject to meeting the requirements of Title 19.

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;"**

   Aside from the landscaping the proposed use is consistent with the General Plan and the land use provisions of Title 19.

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"**

   Access to the site is via driveways from Eastern Avenue, classified as a Primary (100-foot) Arterial on the Master Plan of Streets and Highways. The access and roadway are adequate to meet the needs of the proposed development.

4. **"Building and landscape materials are appropriate for the areas and for the City;"**

   The building materials as proposed are appropriate for this type of commercial use in this area.

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;"**

   After including some of the suggested enhancements to the elevation the design, architecture and aesthetic features of the proposed development will be satisfactory and will not have a negative impact on this site or on surrounding areas.

6. **"Appropriate measures are taken to secure and protect the public health, safety and general welfare."**

   The proposed office building will be subject to inspection by regulatory agencies for business licensing, and will therefore not compromise the public health, safety and welfare.

PLANNING COMMISSION ACTION

The Planning Commission added Condition #4 as shown.

NOTICES MAILED 256 by Planning Department

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number SDR-4498 APN: 162-01-310-199

Name of Property Owner: ADA ARGUETA / LATINOS RUS

Name of Applicant: ADA ARGUETA

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

____ Yes __X__ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: n/a

Partner(s): n/a

APN: n/a

Signature of Property Owner/Authorized Agent: Aargueta

Print Name: ADA ARGUETA

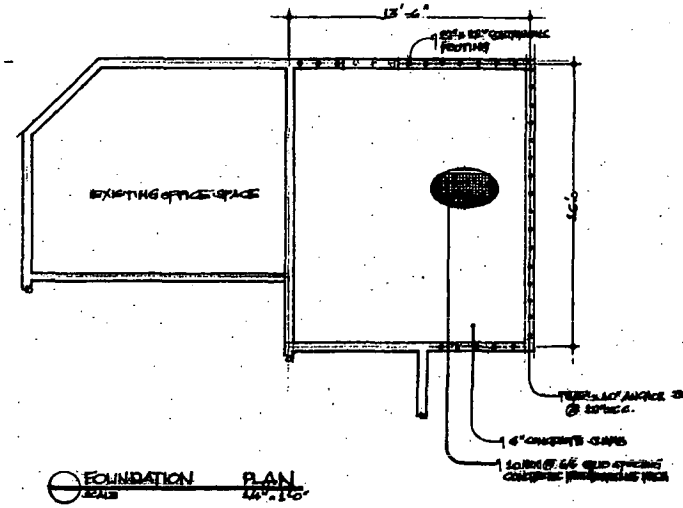
Subscribed and sworn before me

This 21 day of May, 2004

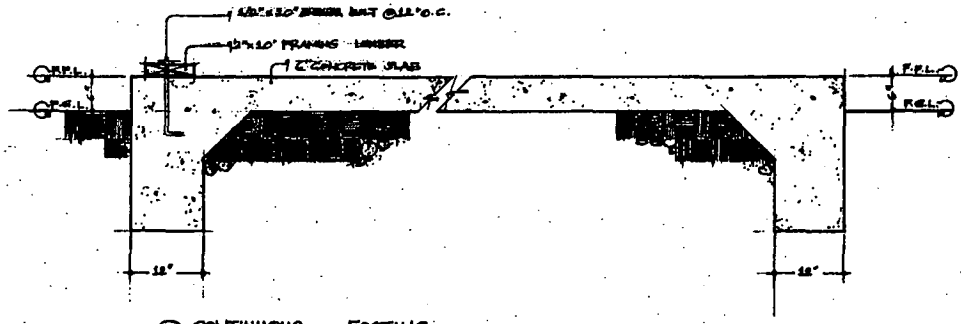
Kathryn M. McDonald

Notary Public in and for said County and State

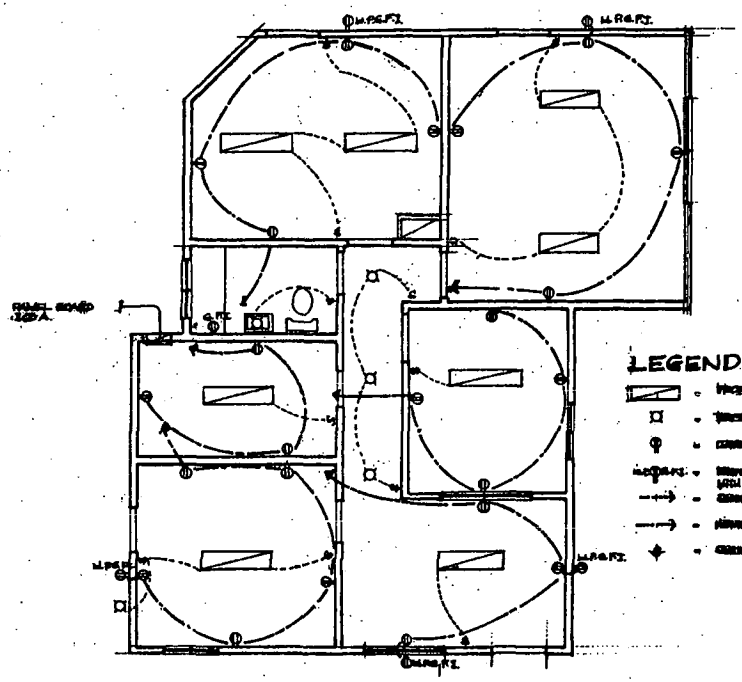
KATHRYN M. McDONALD
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 99-56749-1
MY APPT. EXPIRES JUNE 14, 2007



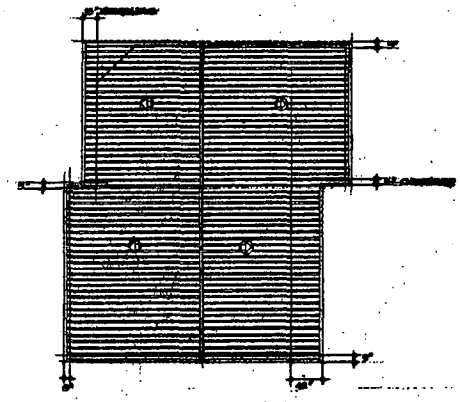
FOUNDATION PLAN



CONTINUOUS FOOTING



ELECTRICAL PLAN



ROOF PLAN

SHEET CONTENTS

FOUNDATION PLAN / FOOTING

ROOF PLAN

ELECTRICAL PLAN

OWNER

ADA ARGUETA
1703 EASTERN AVE.
LAS VEGAS, NV. 89119

PROPOSED PROJECT

OFFICE BUILDING CONVERSION

NO.	REVISION	DATE

DRAWN BY: M.A.F.

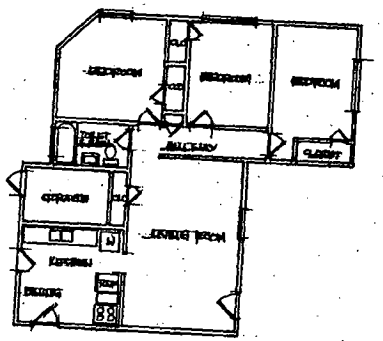
CHECKED BY:

DATE: 04/12/04

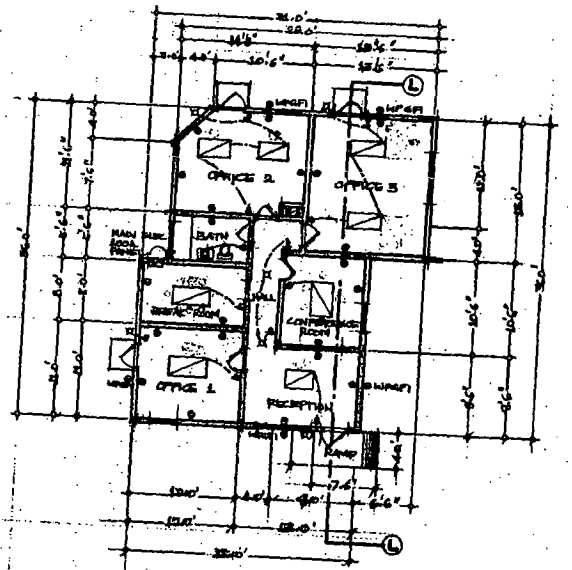
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S-1

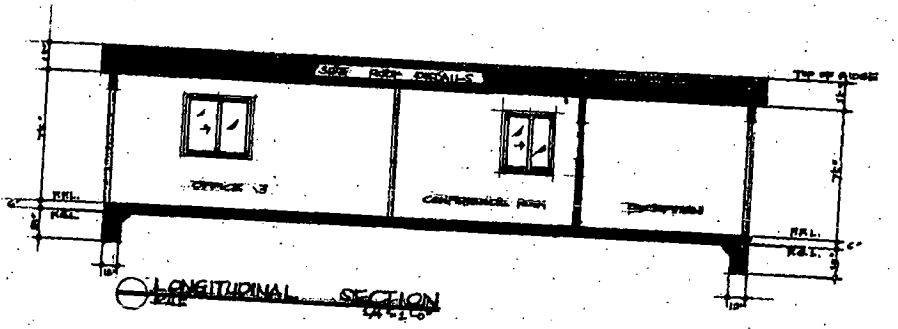
SDR-4498
8/26/04 PC



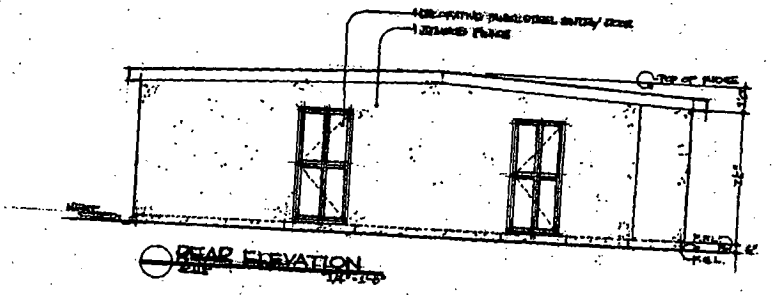
OLD FLOOR PLAN



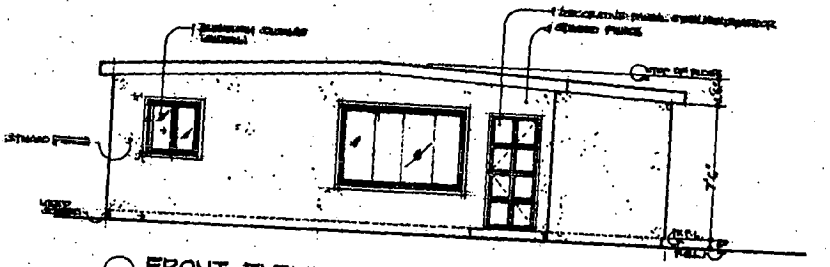
NEW FLOOR PLAN



LONGITUDINAL SECTION



REAR ELEVATION



FRONT ELEVATION

SHEET CONTENTS
FLOOR PLAN
RIGHT & REAR ELEVATION
LONGITUDINAL SECTION

OWNER
ADA ARGUETA
1709 EASTERN AVE.
LAS VEGAS, NV. 89119

PROPOSED PROJECT
OFFICE BUILDING CONVERSION

NO.	REVISION	DATE

DRAWN BY: M.A.F.
CHECKED BY:
DATE: 08/10/04
JOB NO:

A-2

SDR-4498
8/26/04 PC

City of Las Vegas

Agenda Item No. 80

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT GENZER ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW

SDR-4992 - PUBLIC HEARING - APPLICANT/OWNER: D.R. HORTON - Request for a Site Development Plan Review FOR A PROPOSED 94 LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 15.17 acres adjacent to the southeast corner of Deer Springs Way and Campbell Road (APN 125-20-301-006, 007 and 015), U (Undeveloped) Zone [TC (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 (4-0-2 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	**Planning Commission Mtg.**	0
City Council Meeting	0	**City Council Meeting**	0

RECOMMENDATION:

The Planning Commission (4-0-2 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 and the following amended condition as read for the record as follows:

2. Unless otherwise allowed by the Planning and Development Department, the maximum height of any combination of perimeter retaining and screening walls shall not exceed eight feet from grade as measured on the exterior side of the walls.

- UNANIMOUS with BROWN not voting

MINUTES:

MAYOR GOODMAN declared the Public Hearing open.

PATRICIA ORTIZ and RUSTY SCHAEFFER, 3011 West Horizon Ridge Parkway, Henderson, appeared on behalf of the applicant and thanked staff for working with them on this project. MS. ORTIZ concurred with staff recommendations.

COUNCILMAN MACK read into the record an amendment to Condition 2 stating that unless otherwise allowed by Planning and Development, the maximum height of any combination of perimeter retaining and screening walls shall not exceed eight feet from grade as measured on the exterior side of the wall. MS. ORTIZ concurred with the amendment.

No one appeared in opposition.

MAYOR GOODMAN declared the Public Hearing closed.

(1:32 - 1:33)

3-904

CONDITIONS:

Planning and Development

1. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

2. The maximum height of any combination of perimeter retaining and screen walls shall not exceed eight feet, from grade as measured on the exterior side of the walls.

3. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

4. All development shall be in conformance with the site plan and building elevations, date stamped August 10, 2004, except as amended by conditions herein.

5. The standards for this development shall include the following: minimum lot size of 3,715 square feet, minimum distance between buildings of 5 feet, and building height shall not exceed two stories or 35 feet, whichever is less.

6. The setbacks for this development shall be a minimum of 10 feet to the front of the house, 4 feet on the side, 5 feet on the corner side, and 15 feet in the rear, and 20 feet to the garage door from the common private drive.

7. A landscaping plan must be submitted prior to or at the same time application is made for a building permit. The developer shall be required to install the landscape requirements for the median in Elkhorn Road where adjacent to the subject site and assign the maintenance of such to the homeowner's association.

8. Air conditioning units shall not be mounted on rooftops.

9. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Municipal Code Section 19.12.050.

10. Any property line wall shall be a decorative block wall, with at least 20 percent contrasting materials. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.

11. All City Code requirements and design standards of all City departments must be satisfied.

12. Walls must be built along the side yards and shall follow the "Z" configuration of the lot lines.

Public Works

13. Obtain a signed, notarized letter from the owner of Assessor Parcel Number 125-20-301-014 acknowledging that the proposed knuckle for the Campbell Road/Bath Drive intersection is acceptable. If acceptance is not obtained then the Campbell Road/Bath Drive intersection shall be designed to a configuration acceptable to the City Engineer.

CONDITIONS - Continued:

14. Coordinate with the Collection Systems Planning Section of the Department of Public Works to extend public sanitary sewer from Durango Drive to the southwest edge of this site. Obtain a 20-foot wide offsite sanitary sewer easement across the two adjacent parcels to the east or coordinate with Clark County to obtain permissions to place the sanitary sewer within the western beltway right-of-way. Provide written proof from Clark County that the beltway location is acceptable to Clark County and provide a plan that shows a minimum clearance, acceptable to the City Engineer, between the drainage channel along the beltway and the property or additional easement limits prior to approval of a Final Map. The sewer line shall be at a location and depth acceptable to the City Engineer. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits

15. A Master Streetlight Plan of public street lights for the overall subdivision shall be approved prior to the submittal of any construction drawings for this site.

16. The design and layout of all onsite circulation and access drives shall meet the approval of the Department of Fire Services.

17. A Homeowner's Association shall be established to maintain all perimeter walls, private roadways, landscaping and common areas created with this development. All landscaping shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

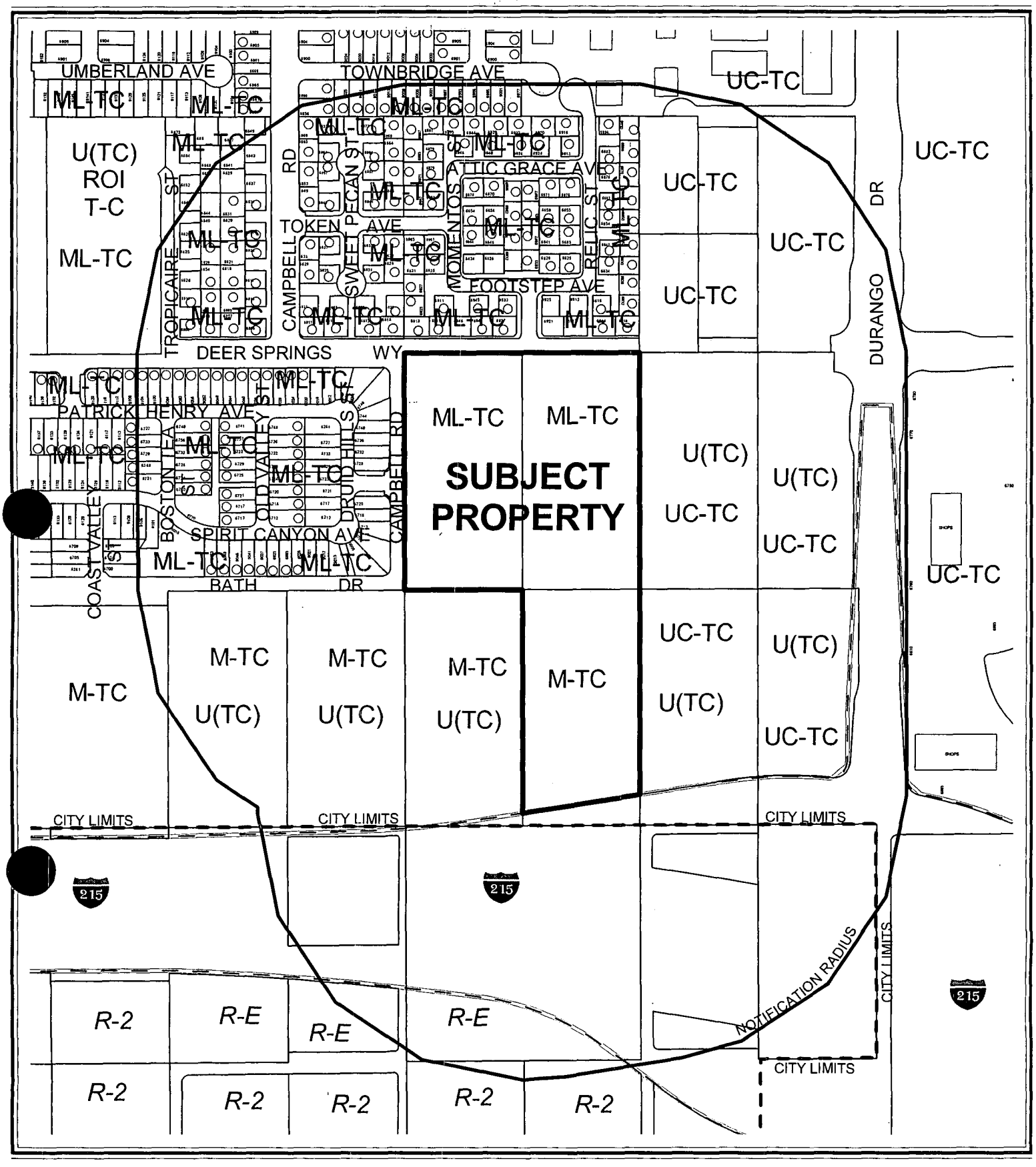
18. Landscape and maintain all unimproved rights-of-way adjacent to this site.

19. Submit an Encroachment Agreement for all landscaping and private improvements located in the public rights-of-way adjacent to this site prior to occupancy of this site.

20. Site development to comply with all applicable conditions of approval for Z-69-02, ZON?2970, and all other subsequent site-related actions.

21. The final layout of the subdivision shall be determined at the time of approval of the Tentative Map.

22. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of public improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.



0 300 600 Feet

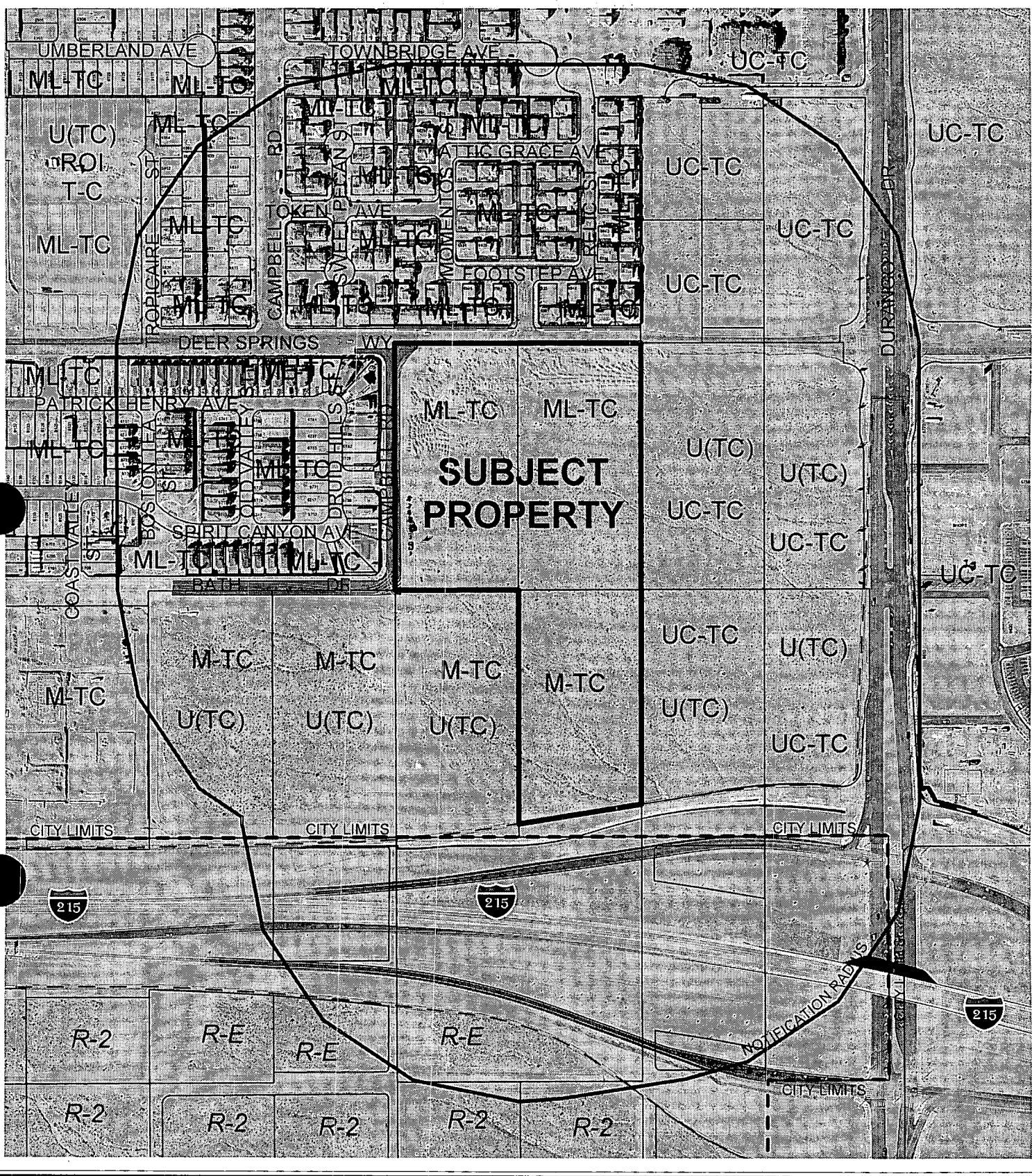
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CASE: **SDR-4992**

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO T-C (TOWN CENTER) [M-TC (MEDIUM DENSITY RESIDENTIAL) TOWN CENTER LAND USE DESIGNATION] AND T-C (TOWN CENTER) [ML-TC (MEDIUM-LOW DENSITY RESIDENTIAL) TOWN CENTER LAND USE DESIGNATION]



CASE: **SDR-4992**

RADIUS: 750 FT

0 300 600 Feet

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City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-4992 - APPLICANT/OWNER: DR HORTON

** CONDITIONS **

The Planning Commission (4-0-2 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

2. The maximum height of any combination of perimeter retaining and screen walls shall not exceed eight feet, from grade as measured on the exterior side of the walls.

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6. The setbacks for this development shall be a minimum of 10 feet to the front of the house, 4 feet on the side, 5 feet on the corner side, and 15 feet in the rear, and 20 feet to the garage door from the common private drive.

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14. Coordinate with the Collection Systems Planning Section of the Department of Public Works to extend public sanitary sewer from Durango Drive to the southwest edge of this site. Obtain a 20-foot wide offsite sanitary sewer easement across the two adjacent parcels to the east or coordinate with Clark County to obtain permissions to place the sanitary sewer within the western beltway right-of-way. Provide written proof from Clark County that the beltway location is acceptable to Clark County and provide a plan that shows a minimum clearance, acceptable to the City Engineer, between the drainage channel along the beltway and the property or additional easement limits prior to approval of a Final Map. The sewer line shall be at a location and depth acceptable to the City Engineer. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits

15. A Master Streetlight Plan of public street lights for the overall subdivision shall be approved prior to the submittal of any construction drawings for this site.

16. The design and layout of all onsite circulation and access drives shall meet the approval of the Department of Fire Services.

17. A Homeowner's Association shall be established to maintain all perimeter walls, private roadways, landscaping and common areas created with this development. All landscaping shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

18. Landscape and maintain all unimproved rights-of-way adjacent to this site.

19. Submit an Encroachment Agreement for all landscaping and private improvements located in the public rights-of-way adjacent to this site prior to occupancy of this site.

20. Site development to comply with all applicable conditions of approval for Z-69-02, ZON-2970, and all other subsequent site-related actions.

21. The final layout of the subdivision shall be determined at the time of approval of the Tentative Map.

22. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of public improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

** STAFF REPORT **

APPLICATION REQUEST

A) Action Requested

Request for a Site Development Plan Review for a proposed 94 lot single family residential development adjacent to the southeast corner of Deer Springs Way and Campbell Road.

B) Applicant's Justification

The project is proposed to be a 94 lot single-family residential subdivision. The project Conforms to the intent of the Master Plan, the City of Las Vegas General Plan, and the approved zoning on the site.

BACKGROUND INFORMATION

A) Previous Actions

04/21/04 The City Council approved a Request for a Review of Conditions (ROC-4119) of Condition number 3 of an approved Site Development Plan Review [Z-0069-02(1)], which established the front setback to garage doors. Staff recommended denial on April 24, 2004.

05/21/04 The City Council approved a Request for a Review of Conditions (ROC-2014) of condition number 3 of an approved Site Development Plan Review [Z-0069-02(1)] to allow a three foot side setback where a five foot side setback was approved in conjunction with a 142 lot single family subdivision on 20.27 acres adjacent to the northwest and southeast corners of Deer Springs Way and Campbell Road. The Planning Commission and staff recommended approval on April 24, 2003.

09/23/04 The Planning Commission voted 4-0-1 to recommend APPROVAL (PC Agenda Item #50/kcw).

B) Pre-Application Meeting

The following items were discussed at the pre-application meeting:

- Open Space (O.S.)
  - Public Streets: Require that 7% or 1.05 acres be Open Space.
  - Private Streets: Require: R-PD standards or 1.45 acres of Open Space.

- Private Streets
  - 37 Feet wide
  - Amenity zones optional: can be used as Open Space
  - S.U.P. required
  - R-PD standards as to Open Space.
- Public Streets
  - Deer Springs is a 80' T.C. arterial
  - Campbell is a 80' T.C. residential collector

C) Neighborhood Meetings

A neighborhood meeting is not required as part of this application.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres:	14.74
Net Acres:	13.54

B) Existing Land Use

Subject Property:	Undeveloped
North:	Single Family Residence
South:	Right of Way
East:	Undeveloped
West:	Single Family Residences

C) Planned Land Use

Subject Property:	ML-TC (Medium Low Density Residential- Town Center)
North:	ML-TC (Medium Low Density Residential- Town Center)
South:	Right of way
East:	UC-TC (Urban Center Mixed Use-Town Center)
West:	ML-TC (Medium Low Density Residential- Town Center) M-TC (Medium Density Residential- Town Center)

D) Existing Zoning

Subject Property:	T-C (Town Center) U (Undeveloped) [TC (Town Center) General plan Designation] under Resolution of Intent to TC (Town Center)
North:	T-C (Town Center)
South:	Right of Way
East:	T-C (Town Center)
West:	T-C (Town Center)

E) General Plan Compliance

The proposal is consistent with the TC (Town Center) zoning and the ML-TC Plan Designation.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan	X	
Town Center	X	
Special Overlay District		X
Trails	X	
Rural Preservation Neighborhood		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

Town Center Plan

This site is located within the Town Center Master Plan Area with a Planned Land Use of Medium Residential, which has an allowed density of up to 25 units per acre and Medium Low Residential at 8 units per acre. The proposed development has a density of 6.38 units per acre, which is in compliance with the Town Center Master Plan and in harmony with the land use densities.

Trails

The Town Center Plan standards require a Town Center trail on the north and south side of the street. The plan requires a 7.5-foot amenity zone as well as a 7-foot sidewalk along Campbell a Town Center Residential Collector. Within the amenity zone shade trees shall be installed 30 feet on-center. The amenity zone along Deer Springs (a Town Center 80 foot Arterial) will be planted with shade trees shall be installed 30 feet on-center. The plan for Deer Springs requires a 3-foot amenity zone as well as a 5-foot sidewalk along Campbell. In addition, ground cover consisting of a minimum of one-third, five 5-gallon plant materials shall be planted to reach 75 percent coverage within three years.

PROJECT DESCRIPTION

The project consists of a 94-lot subdivision with two-story residential single-family homes. The subdivision density is 6.38 dwelling units per acre. The Open Space consists of 1.08 acres of the total 14.74 acre site.

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	3,715	Y
Min. Lot Width	N/A	40.5'	Y
Min. Setbacks			
• Front	N/A	11.69 Feet	Y
• Side	N/A	5 Feet	Y
• Corner	N/A	N/A	Y
• Rear	N/A	15 Feet	Y
Max. Lot Coverage	N/A	0.51 FAR	Y
Max. Building Height	2 Stories / 35 Feet	2 Stories / 27 Feet 4 inches	Y

A2) Residential Adjacency Standards

There are no Residential Adjacency issues with respect to this application.

Pursuant to the Town Center Development Standards, the following Open Space Standards apply to the subject proposal:

Total Acreage	Density	Required			Provided	
		Ratio	Percent	Area	Percent	Area
14.74 acres	6.38	1.65	7 %	1.03 ac	7%	1.08

A development with a proposed density of 6.38 units per acre is required to have a minimum of 7% open space within Town Center. This development is proposed to have 7% open space. The open space requirement can be satisfied in part by the amenity zones along public streets and a public space near the entrance of the subdivision. The proposed development meets the required amount of open space and is including the amenity zones along the interior roads and the center of the project area along to achieve the 7% open space.

B) General Analysis and Discussion

- Zoning

All of the 14.74-acre development lies within the TC (Town Center) zoning district. The proposed single-family residential development is a permitted use. The density of this proposed development (6.38 du/acre) meets the allowable density of the ML-TC (Medium-Low Density Residential – Town Center) land use category, which allows densities of 5.6 to 8 dwelling units per acre. However, the applicant has been working with staff to share densities within their overall development boundaries.

- Site Plan

The proposed site plan depicts minimum front setbacks of 20 feet to the garage. The plan allows a typical 2 lot configuration with access from Deer Springs. The Open Space is centrally located as required.

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.

- Waivers

There are no waivers associated with this application.

- Landscape Plan

The landscape plan adheres to the Town Center Development standards

- Elevation

The elevations are similar to those approved in close proximity to the 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 proposal is within the range of allowable uses in Town Center.

2. **"The proposed development is consistent with the General Plan, Title 19, the Landscape, Wall and Buffer Standards, and other duly-adopted City Plans, policies and Standards;"**

   The development implements the goals, objectives and policies of the General Plan and other standards of the Code.

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"**
   Traffic should not have a major effect on Deer Springs Way.

4. **"Building and landscape materials are appropriate for the areas and for the City;"**

The landscaping and building materials are appropriate for this area of the City.

5. **"Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;"**

   The proposal shows two story floor plans. The variation of garage and driveway locations should provide a pleasing street scene. It will be compatible with existing development in the area.

6. **"Appropriate measures are taken to secure and protect the public health, safety and general welfare."**

   Inspections by the City will take place as development progresses.

NOTICES MAILED 197 by Planning Department

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-4992** APN: 125-20.301-006, 007 & 015

Name of Property Owner: D.R. Horton, Inc.

Name of Applicant: D.R. Horton, 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 __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: Brian P. Walsh

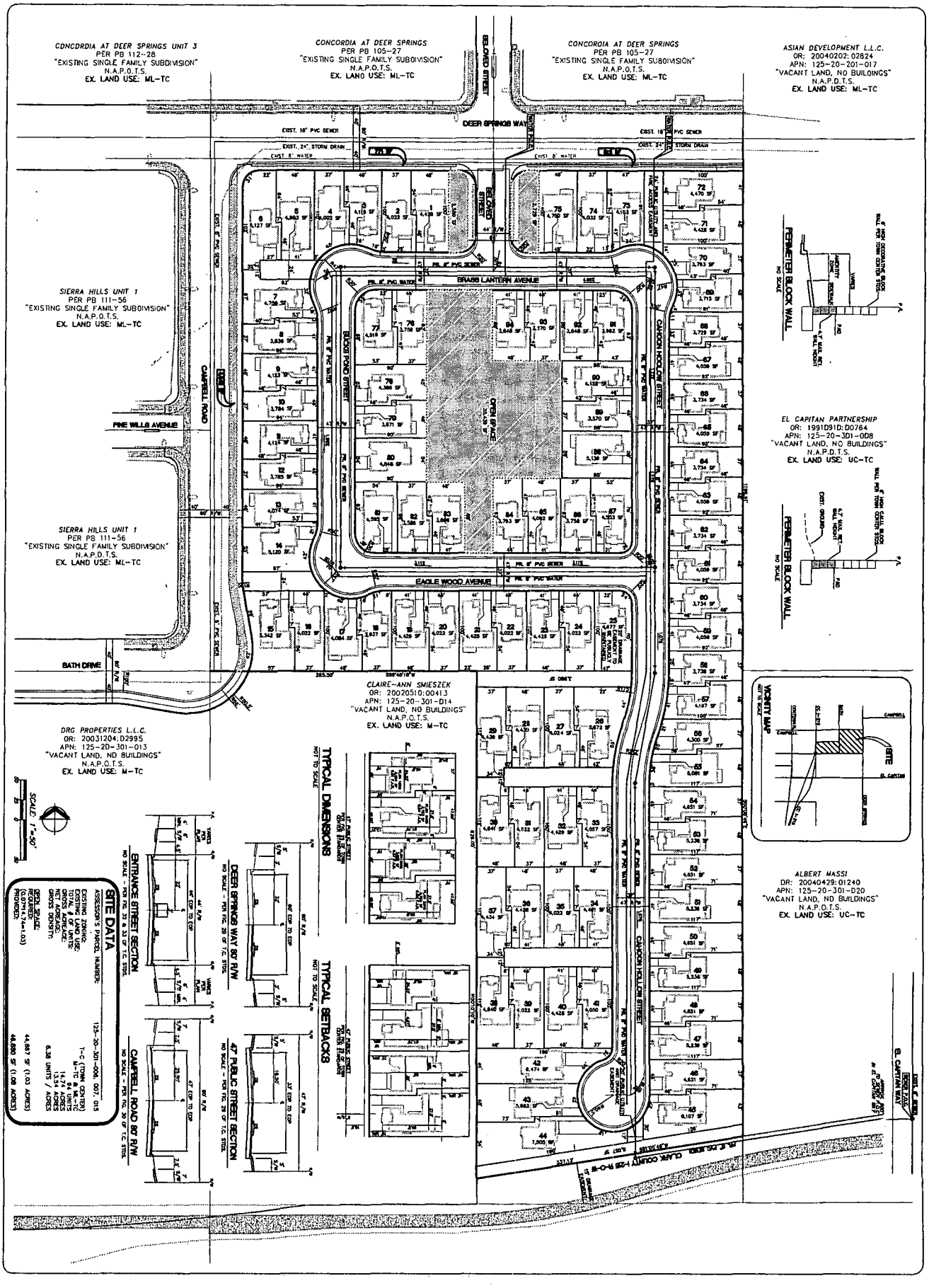
Subscribed and sworn before me

This 4th day of August, 2004

Barbara A Bross

Notary Public in and for said County and State

BARBARA A. BROSS
Notary Public State of Nevada
No. 98-2673-1
My appt. exp. June 5, 2006



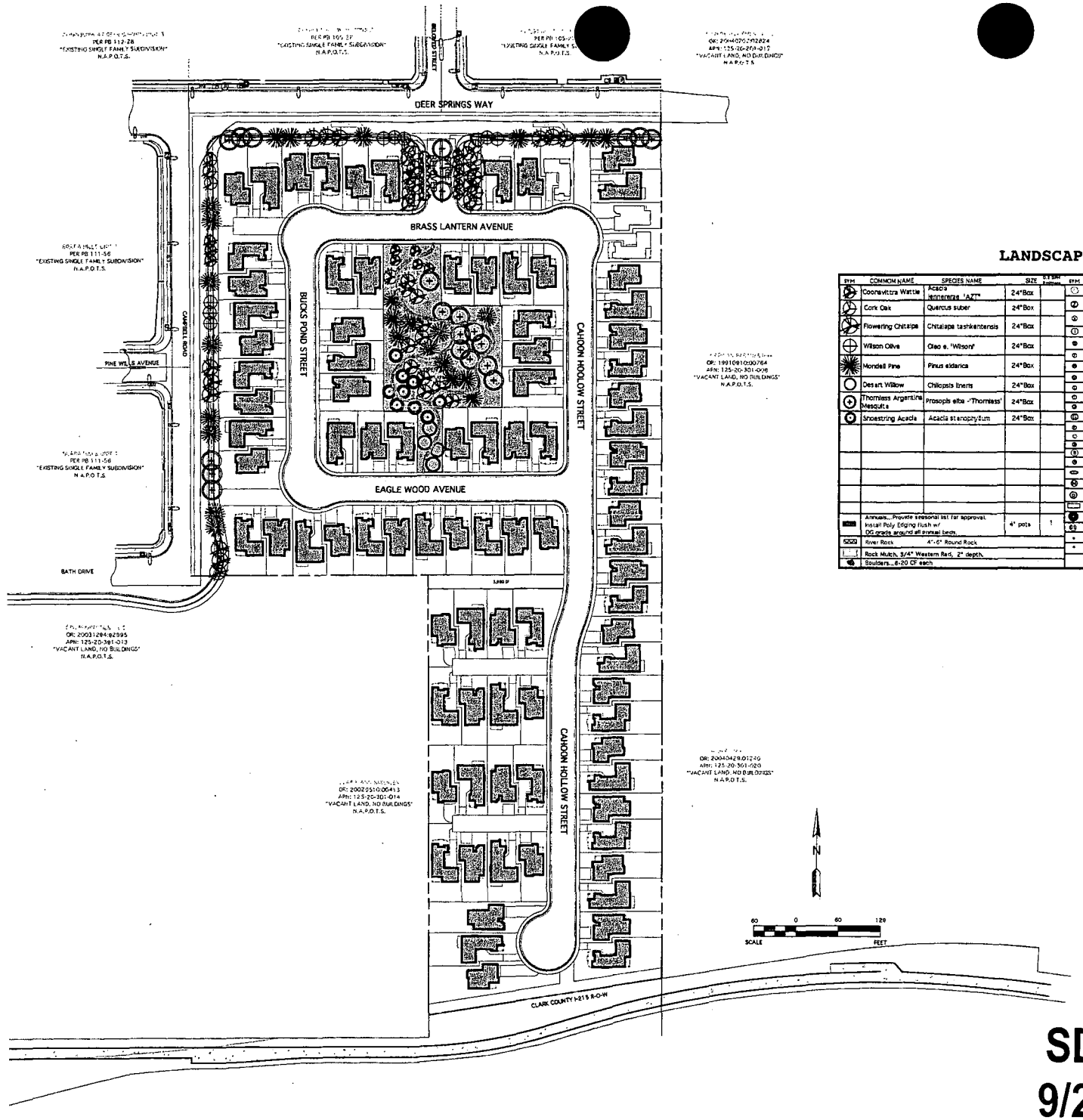
SDR-4992
9/23/04 PC

SITE PLAN
SP1

PROJECT NO: DRH-MH
DATE: 07.23.04
DESIGNED BY: RWP
DRAWN BY: RWP
CHECKED BY: RAB

SITE DEVELOPMENT PLAN
DEER SPRINGS TWILIGHT
D.R. HORTON
CITY OF LAS VEGAS, NEVADA

WRG DESIGN INC.
301 W. HORIZON RIDGE PKWY, HENDERSON, NEVADA 89052
Tel. 702.990.9300 Fax. 702.990.9305
PLANNERS • ENGINEERS • LANDSCAPE ARCHITECTS • SURVEYORS



LANDSCAPE PALETTE

SYM	COMMON NAME	SPECIES NAME	SIZE	GT SIM Symbol
	Coonavittra Wattle	Acacia hanneana 'AZT'	24"Box	
	Cork Oak	Quercus suber	24"Box	
	Flowering Chitalpa	Chitalapa tashkentensis	24"Box	
	Wilson Olive	Olea e. 'Wilsoni'	24"Box	
	Mondell Pine	Pinus eldarica	24"Box	
	Desert Willow	Chilopsis linaris	24"Box	
	Thornless Argentine Mesquite	Prosopis elta -'Thornless'	24"Box	
	Shoestring Acacia	Acacia stenophyllum	24"Box	
	Annuals...Provide seasonal list for approval. Install Poly Edging flush w/ DG grade around all annual beds.		4" pots	1
	River Rock	4"-6" Round Rock		
	Rock Mulch, 3/4" Western Red, 2" depth.			
	Boulders...8-20 CF each			

SYM	COMMON NAME	SPECIES NAME	SIZE	GT SIM Symbol
	Feathery Cassia	Cassia artemisioides	5 gal. cont.	2
	'Green Cloud' Texas Ranger	Leucophyllum fr. 'Green Cloud'	5 gal. cont.	2
	Xylosma	Xylosma congestum 'Compacta'	5 gal. cont.	2
	'Sunrise' Tecoma	Tecoma X'Sunrise'	5 gal. cont.	2
	Autumn Sage 'Red'	Salvia greggii 'Red'	5 gal. cont.	2
	'Santa Cruz' Firethorn	Pyracantha 'Santa Cruz'	5 gal. cont.	2
	Gray Leaf Cotoneaster	Cotoneaster sp.	5 gal. cont.	2
	Valentine	Eremophila sp. 'Valentine'	5 gal. cont.	2
	New Gold Lantana	Lantana sp. 'New Gold'	5 gal. cont.	2
	Trailing Rosemary	Rosmarinus o. 'Prostratus'	5 gal. cont.	2
	Star Jasmine	Trachelospermum jasmoides	5 gal. cont.	2
	Red Fountain Grass	Pennisetum set. 'Cupreum'	1 gal. cont.	2
	Pink Regal Mist	Muhlenbergia sp. 'Regal Mist'	1 gal. cont.	2
	Deer Grass	Muhlenbergia sp.	1 gal. cont.	2
	Red Yucca	Hesperaloe parviflora	5 gal. cont.	2
	Centennial Bacchanus	Bacchanus 'Centennial'	5 gal. cont.	2
	Spreading Acacia	Acacia redolens	5 gal. cont.	2
	Lady Banks Rose (on trellis)	Rosa banksiae	5 gal. cont.	2
	Compact Myrtle	Myrtus c.'compacta'	5 gal. cont.	2
	Lemon Bottlebrush	Callistemon citrinus	5 gal. cont.	2
	Clumo Gazania - Fiesta Red	Gazania sp. 'Fiesta Red'	1 gal. cont.	1
	Mexican Primrose	Oenothera berlandieri	1 gal. cont.	2
	Desert Spoon	Dasylirion wheeleri	5 gal. cont.	2
	Dwarf Myporum	Myporum sp.	1 gal. cont.	2
	Angelita Daisy	Hymenoxys acaulis	1 gal. cont.	1

TDG
TEAL DESIGN GROUP
3111 S. VALLEY VIEW BLVD R-101
LAS VEGAS, NV 89102
(702) 792-7510
Fax (702) 889-9538
LANDSCAPE ARCHITECTURE
IRRIGATION DESIGN
PARK PLANNING
COMPUTER IMAGING

DEER SPRINGS TWILIGHT
D R Horton, Inc.
Landscape Concept Plan
L-1
1"=60'-0"
8/10/04

SDR-4992
9/23/04 PC

RECEIVED
AUG 10 2004

City of Las Vegas

Agenda Item No. 81

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: ROBERT GENZER ☐ CONSENT ☒ DISCUSSION

SUBJECT:
WAIVER TO TITLE 18

WVR-4833 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 90 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), T-C (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:
MACK - APPROVED subject to conditions - UNANIMOUS

MINUTES:
MAYOR GOODMAN declared the Public Hearing open on Item 81 [WVR-4833] and Item 82 [SDR-4832].

ATTORNEY BOB GRONAUER, Kummer Kaempfer Bonner & Renshaw, 3800 Howard Hughes Parkway, appeared on behalf of the applicant and asked that Condition 4 of Item 82 [SDR-4832] be amended to include a five-foot corner side setback. ROBERT GENZER, Director, Planning and Development Department, indicated that this would not be an issue on interior lots.

COUNCILMAN MACK thanked the applicant and pointed out that staff's recommendation for denial was for 131 lots as proposed in the original site plan.

No one appeared in opposition.

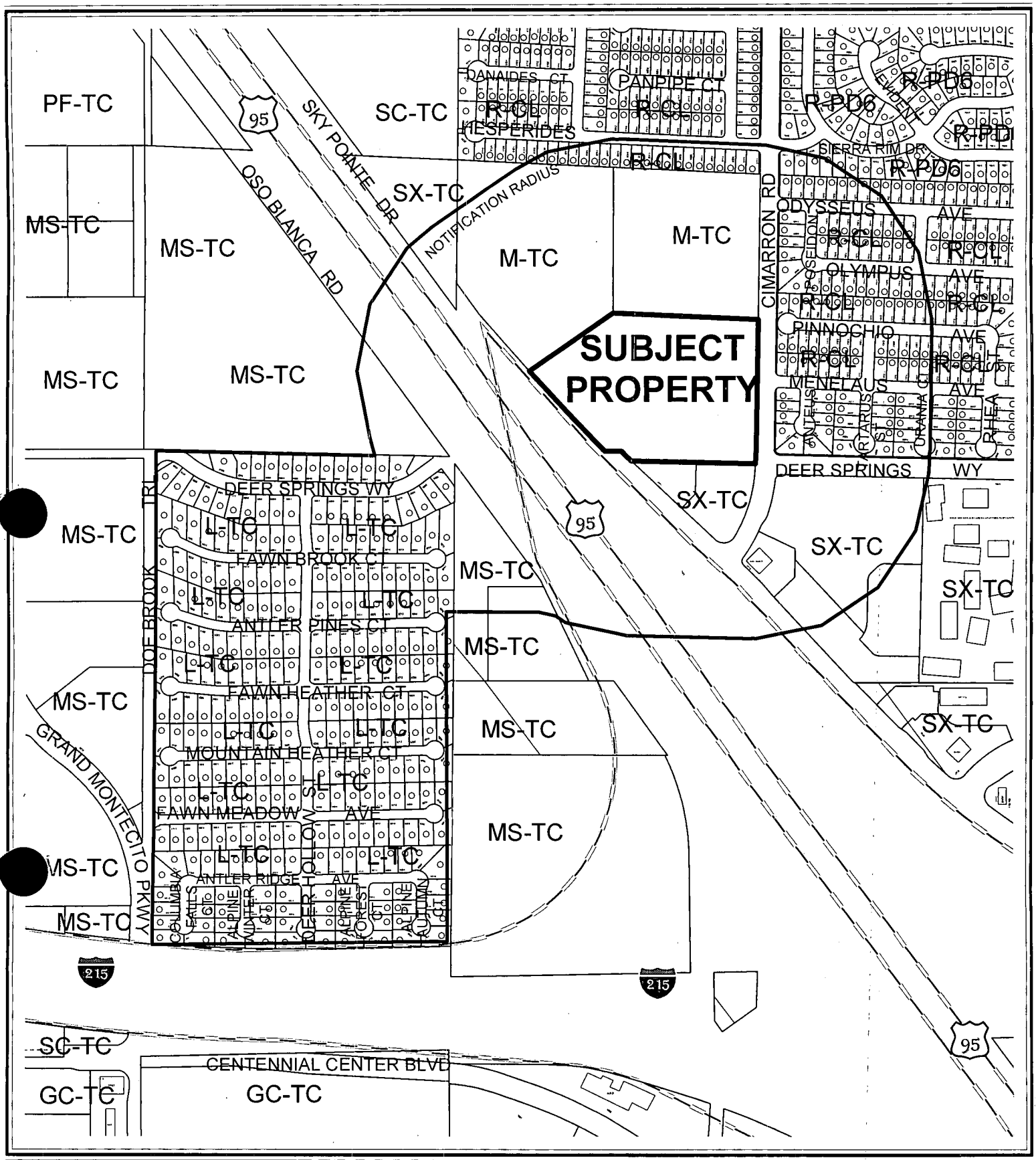
MAYOR GOODMAN declared the Public Hearing closed on Item 81 [WVR-4833] and Item 82 [SDR-4832].
(1:33 - 1:36)
3-978

CONDITIONS:
Planning and Development

CONDITIONS - Continued:

1. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0076-98).

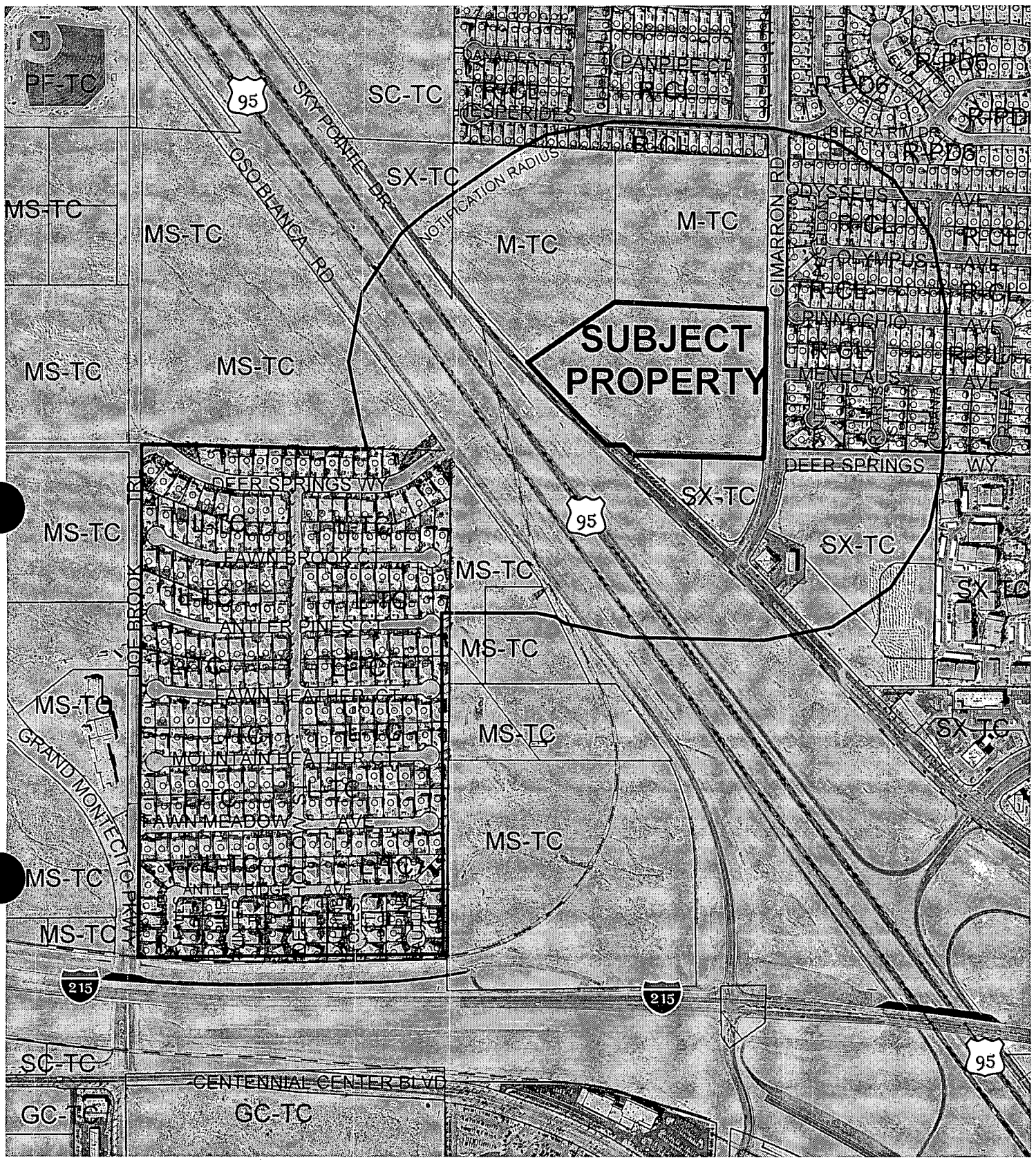
2. All City Code Requirements and all City Departments design standards shall be met, other than those waived or varied through this and companion applications.



CASE: **WVR-4833**

RADIUS: 750 FT + SPECIAL

ZONING OF SUBJECT PROPERTY:
T-C (TOWN CENTER) ZONE [SX-TC (SUBURBAN MIXED USE) TOWN CENTER LAND USE DESIGNATION]



0 400 800 Feet

CASE: **WVR-4833**

RADIUS: 750 FT + SPECIAL

ZONING OF SUBJECT PROPERTY:
T-C (TOWN CENTER) ZONE [SX-TC (SUBURBAN MIXED USE) TOWN CENTER LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: WVR-4833 - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (Z-0076-98).

2. All City Code Requirements and all City Departments design standards shall be met, other than those waived or varied through this and companion applications.

** STAFF REPORT **

APPLICATION REQUEST

A) Action Requested

This is a request for a Waiver of Title 18.12.160 to allow a 32.5-foot separation between intersections, where a minimum of 120 feet is required for an internal subdivision intersection.

B) Applicant's Justification

A justification for the overall 70 lot single family detached development was provided, but no justification was specified for the Waiver of Title 18.12.160, to allow the reduction of the minimum distance requirements between street intersections.

BACKGROUND INFORMATION

A) Previous Actions

05/17/95	City Council approved an Annexation (A-0004-95) of 12.8 acres of land, almost all of which comprises subject proposal. Effective date: May 29, 1995
12/07/98	City Council approved a Rezoning (Z-0076-98) of 1,68 acres of unimproved land to T-C (Town Center). Planning Commission and staff recommended approval on November 5, 1998.
08/26/04	The Planning Commission voted to hold this item in abeyance in an effort to allow the applicant an opportunity to submit revised site plans.
09/23/04	The Planning Commission recommended approval of a related item (SDR-4832).
09/23/04	The Planning Commission voted 5-0-1 to recommend APPROVAL (PC Agenda Item #23).

B) Pre-Application Meeting

05/25/04	Applicant was informed that the project is adjacent to Skypoint Drive, a Town Center Loop Road, and Cimarron Road, a Town Center Collector Road Applicant was also informed that a Multi-Use Trail runs along the west side of Cimarron Road, alongside the proposed project. Applicant was informed that streetscape requirements must be satisfied according to Town Center Development Standards.

C) Neighborhood Meetings

A neighborhood meeting is not required for this type of application, nor was a meeting held.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 12.11

B) Existing Land Use

Subject Property:	Undeveloped
North:	Undeveloped
South:	Undeveloped
East:	Single Family Residences
West:	Highway 95
	Undeveloped

C) Planned Land Use

Subject Property:	SX-TC (Suburban Mixed Use-Town Center)
North:	SX-TC (Suburban Mixed Use-Town Center)
South:	SX-TC (Suburban Mixed Use-Town Center)
East:	ML (Medium Low-Density Residential)
West:	ROW (Right-of-Way)
	SX-TC (Suburban Mixed Use-Town Center)

D) Existing Zoning

Subject Property:	T-C (Town Center)
North:	T-C (Town Center)
South:	T-C (Town Center)
East:	R-CL (Single-Family Compact Lot Residential)
West:	T-C (Town Center)

E) General Plan Compliance

The site is shown on the Town Center Land Use Plan of the Centennial Hills Sector Plan of the General Plan. The land use designation for the subject property is currently SX-TC (Suburban Mixed Use-Town Center), which is similar to a Service Commercial District, but with the addition of medium density residential developments. Development of the subject parcel as SX-TC (Suburban Mixed Use-Town Center) supports the General Plan.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan: Town Center	X	
Trails: Multi-Use Transportation Trail	X	
Rural Preservation Neighborhood		X
Special Overlay District		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

Town Center:
This parcel is a component of the Town Center Special Area Plan, and is subject to Town Center Development Standards.

Trails:
A multi-use transportation trail runs along the eastern property line of this parcel. The trail will be discussed as a part of SDR-4832, the companion application for this waiver request.

B) General Analysis and Discussion

This project proposes one entrance from Cimarron Road. The entry aligns with an intersection across Cimarron but is offset from an internal street by 32.5 feet.

FINDINGS

A minor alteration of the plan can be made that will negate the need for this waiver. Conformity to the standard can be accomplished by shifting the street that is offset the 32.5 feet and modifying the lots at the intersection to align with the entrance.

The Department of Public Works also has concerns with the design of the project and potential traffic impacts.

NOTICES MAILED 444 by Planning Department

APPROVALS 0

PROTESTS 0

Attn: Kyle Walt) SDR-4833-04 8/16

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

WVR-4833

Case Number: _____ APN: 125-21-202-004

Name of Property Owner: PHYLLIS SCHWARTZ

Name of Applicant: RICHMOND AMERICAN 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 _____✓_____ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): _____ _____

APN: _____

Signature of Property Owner/Authorized Agent: Phyllis R Schwartz

Print Name: Phyllis R Schwartz

Subscribed and sworn before me

This 11th day of August, 2004

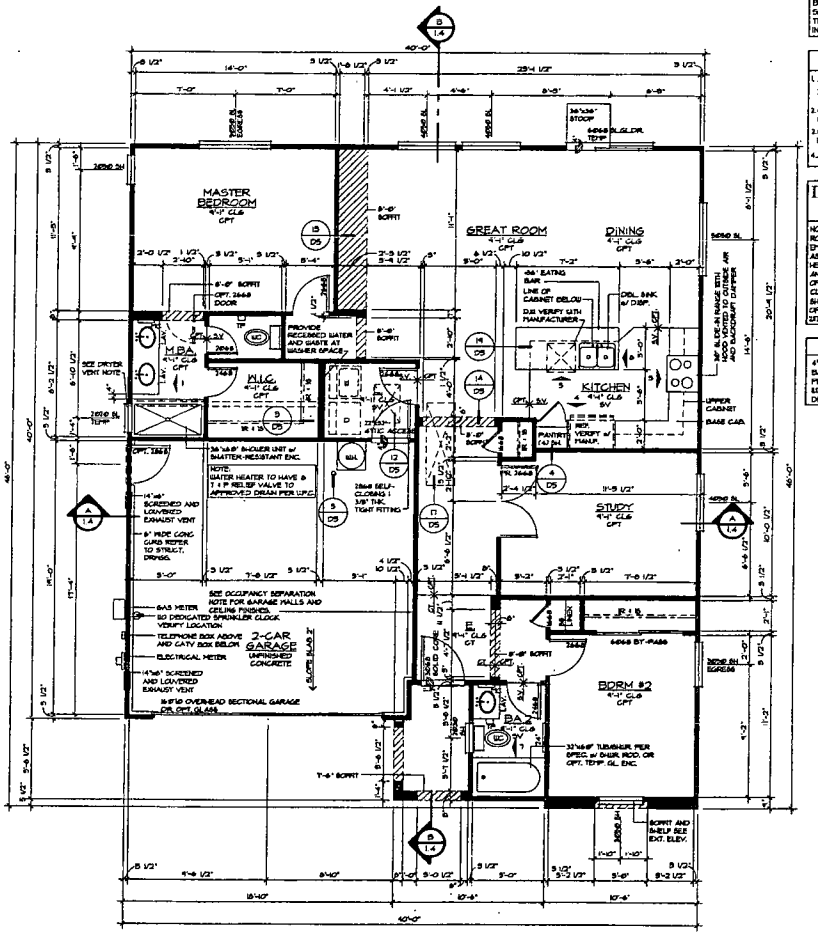
Krista M. LaCroix
Notary Public in and for said County and State

KRISTA M. LACROIX
Notary Public State of Nevada
No. 98-1966-1
My appt. exp. Feb. 7, 2005

REVISED
9.1.04

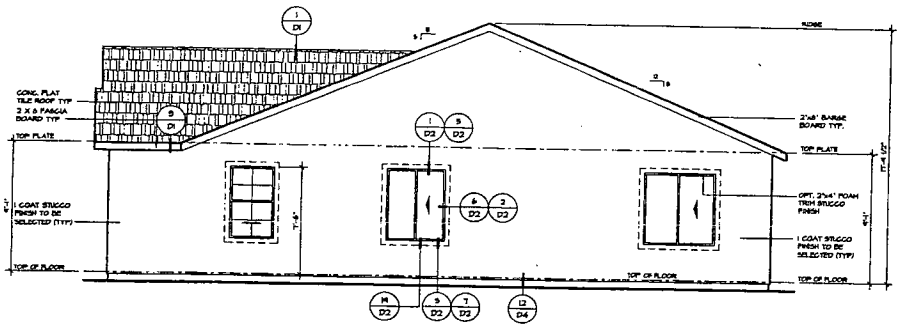
WVR-4833
SDR-4832
9/23/04 PC

RECEIVED
SEP 02 2004


MASTER BEDROOM
GREAT ROOM
DINING
KITCHEN
STUDY
BDRM #2
BATH
M.BA
W.I.C.
2-CAR GARAGE
UNFINISHED CONCRETE
PROVIDE RECESSED WATER AND WASTE AT WASHER SPACE
NOTE: WATER HEATER TO HAVE A T & P RELIEF VALVE TO APPROVED DRAIN PER U.P.C.
SEE OCCUPANCY SEPARATION NOTE FOR GARAGE WALLS AND CEILING FINISHES
GAS METER
SD DEDICATED SPRINKLER CLOCK VERIFY LOCATION
TELEPHONE BOX ABOVE AND CATV BOX BELOW
ELECTRICAL METER
SCREENED AND LOUVERED EXHAUST VENT
16'X7'0 OVERHEAD SECTIONAL GARAGE DR. CPT. GLASS
SEE DRYER VENT NOTE
SCREENED AND LOUVERED EXHAUST VENT
8" WIDE CONC. GUARD RIPER TO STRUCT. DRAWG.
36"x78" BI-FOLDER UNIT w/ SHATTER-RESISTANT ENC.
28x68 SELF-CLOSING 1 3/8" THK. TIGHT FITTING
SEE DRYER VENT NOTE
36" W. SLIDE-IN RANGE HOOD VENTED TO OUTSIDE AIR AND BACKDRAFT DAMPER
36"x36" STOOP
6'-0" SLIDING GLASS DR. TEMP.
6'-0" BYPASS GLASS DR. TEMP.
6'-0" BYPASS
2'-6" BYPASS
2'-0" BYPASS
2'-6" BYPASS
6'-0" BYPASS
2'-6" BYPASS
6'-0" BYPASS
6'-0" BYPASS
6'-0

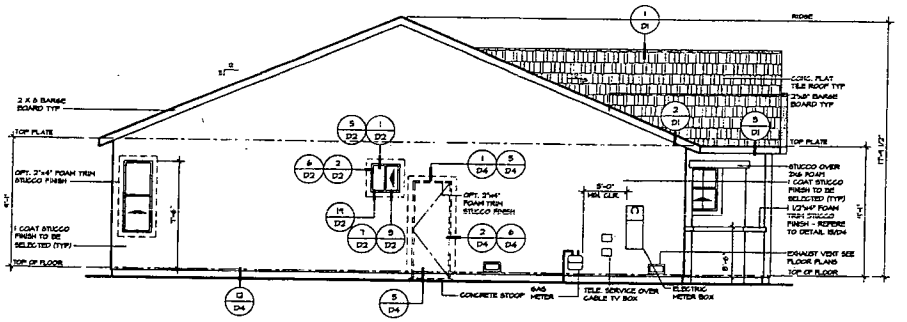
REVISED
9.1.04

WVR-4833
SDR-4832
9/23/04 PC



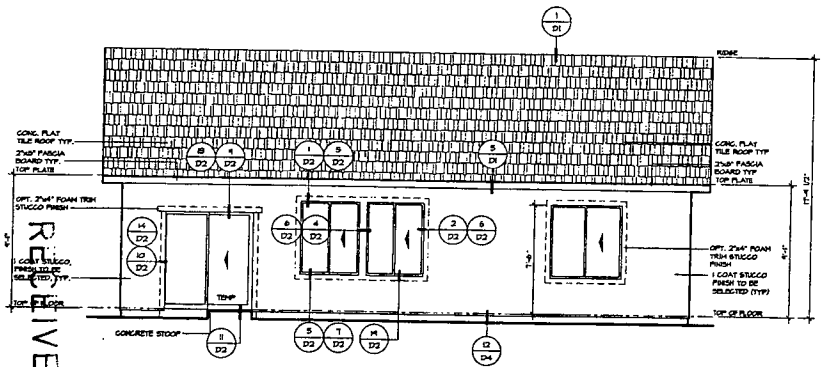
RIGHT ELEVATION "A"

SCALE: 1/8" = 1'-0"



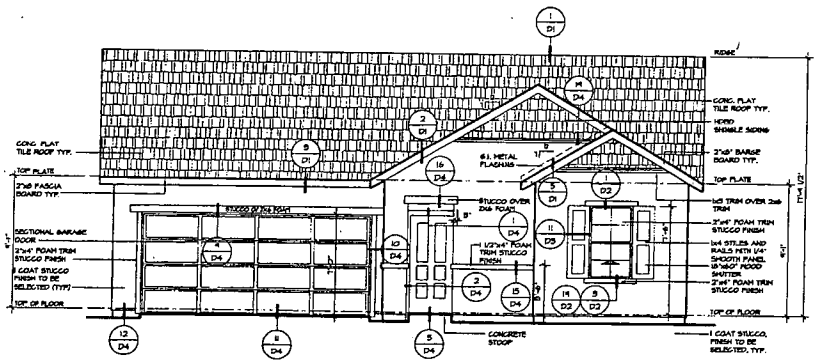
LEFT ELEVATION "A"

SCALE: 1/8" = 1'-0"



REAR ELEVATION "A"

SCALE: 1/8" = 1'-0"



FRONT ELEVATION "A"

SCALE: 1/8" = 1'-0"

SEP 0 2 2004
RECEIVED

RICHMOND AMERICAN HOMES

50' X 75' LOTS
HENDERSON, NEVADA

SET INDEX

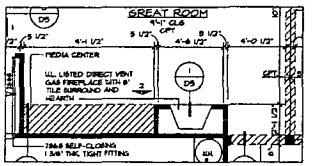
ISSUE	DATE
10% REVIEW	04-21-04
50% REVIEW	05-04-04
100% SET	09-24-04

PLAN
ONE

SHEET
1.3

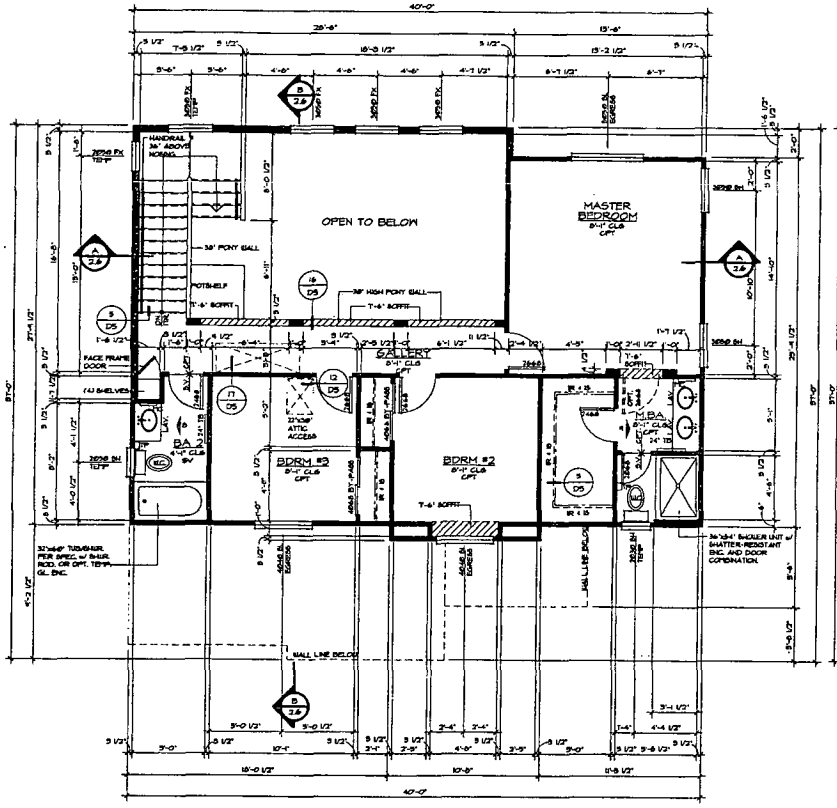
REVISED
9.1.04

WVR-4833
SDR-4832
9/23/04 PC



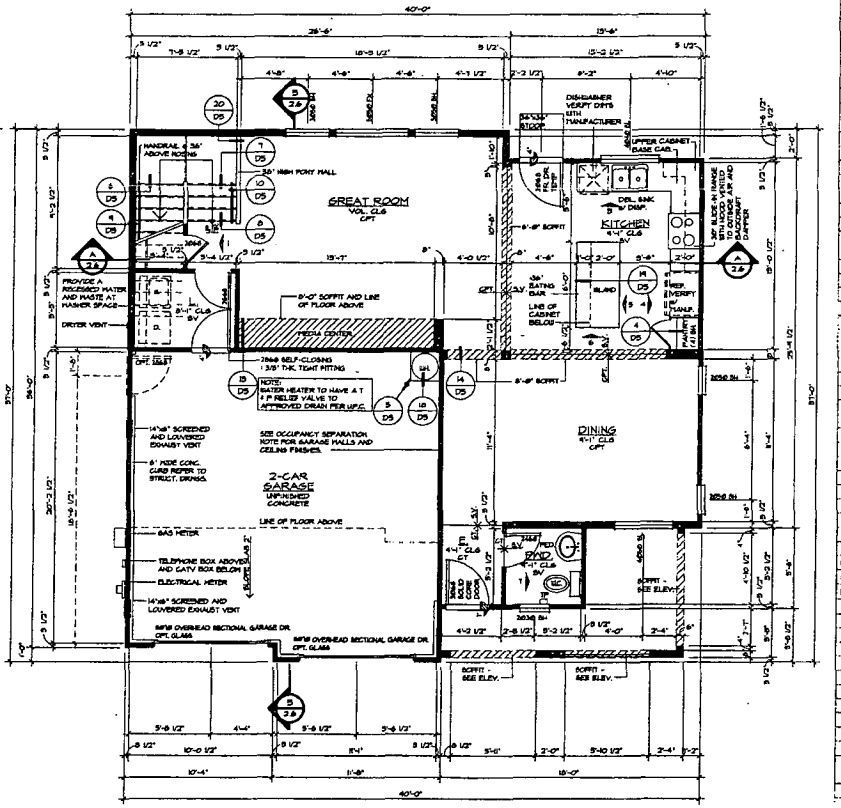
OPTIONAL FIREPLACE

SCALE: 1/4" = 1'-0"



SECOND FLOOR PLAN "A"

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN "A"

SCALE: 1/4" = 1'-0"

DRYER VENT

4" DIAMETER SMOOTH .016" THICK SOLID METAL DRYER VENT WITH BACK DRAFT DAMPER. PROVIDE 1 HOUR FIRE CAULK @ PIPE PENETRATES A FIRE WALL. TOTAL LENGTH MAY NOT EXCEED 14' WITH 2 ELBOWS. DUCT LENGTH EXCEEDING 14' SHALL BE DESIGNED BY a NEVADA LICENSED MECHANICAL ENGINEER.

IRC STAIR TREADS & RISERS

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IRC EMERGENCY BEDROOM EGRESS

NOTE: EXTERIOR WINDOWS LABELED "EGRESS" (EACH SLEEPING ROOM SHALL HAVE AT LEAST ONE) SHALL BE DESIGNATED FOR EMERGENCY EGRESS / RESCUE. WHERE OPENINGS ARE PROVIDED AS A MEANS OF ESCAPE AND RESCUE THEY SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44" AFF. ALL EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL HAVE A 5.7SQ. NET CLEAR OPENING OF 5.7 SQ. FEET. GRADE FLOOR OPENINGS SHALL HAVE A NET CLEAR OPENING OF 5 SQ. FEET. THE MINIMUM OPENING HEIGHT SHALL BE 24". THE MINIMUM OPENING WIDTH SHALL BE 20". THESE OPENINGS SHALL BE OPERATIONAL FROM THE INSIDE OF ROOM WITHOUT THE USE OF KEYS OR TOOLS.

IRC GLAZING NOTES

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IRC OCCUPANCY SEPARATION NOTES

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AREA CALCULATION

	SF
FIRST FLOOR	1734 SF
SECOND FLOOR	746 SF
TOTAL LIVING AREA	2480 SF
GARAGE	451 SF
PORCH	84 SF

RECEIVED
SEP 02 2004

RICHMOND AMERICAN HOMES
50' X 75' LOTS
HENDERSON, NEVADA

SET INDEX

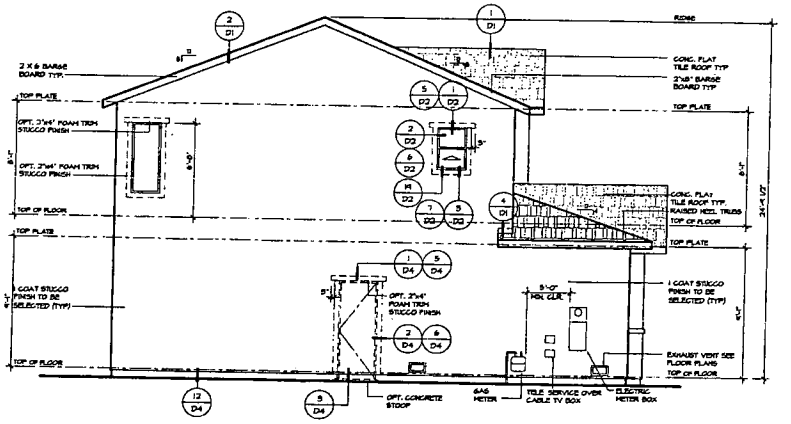
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50% REVIEW	05-04-04
100% SET	05-24-04

PLAN
TWO

SHEET
2.1

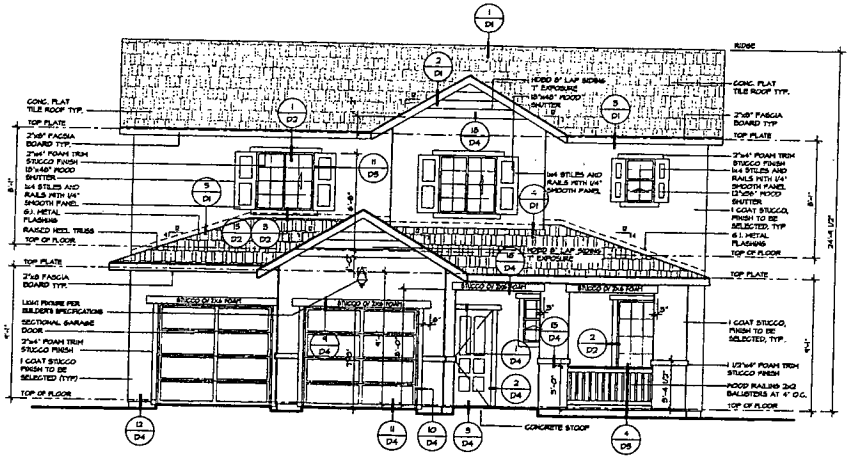
REVISED
9.1.04

WVR-4833
SDR-4832
9/23/04 PC



LEFT ELEVATION "A"

SCALE: 1/4" = 1'-0"



FRONT ELEVATION "A"

SCALE: 1/4" = 1'-0"

RECEIVED
SEP 0 2 2004

RICHMOND AMERICAN HOMES

SUBDIVISION: WAYLAND
LOT: 57 X 95

SET INDEX

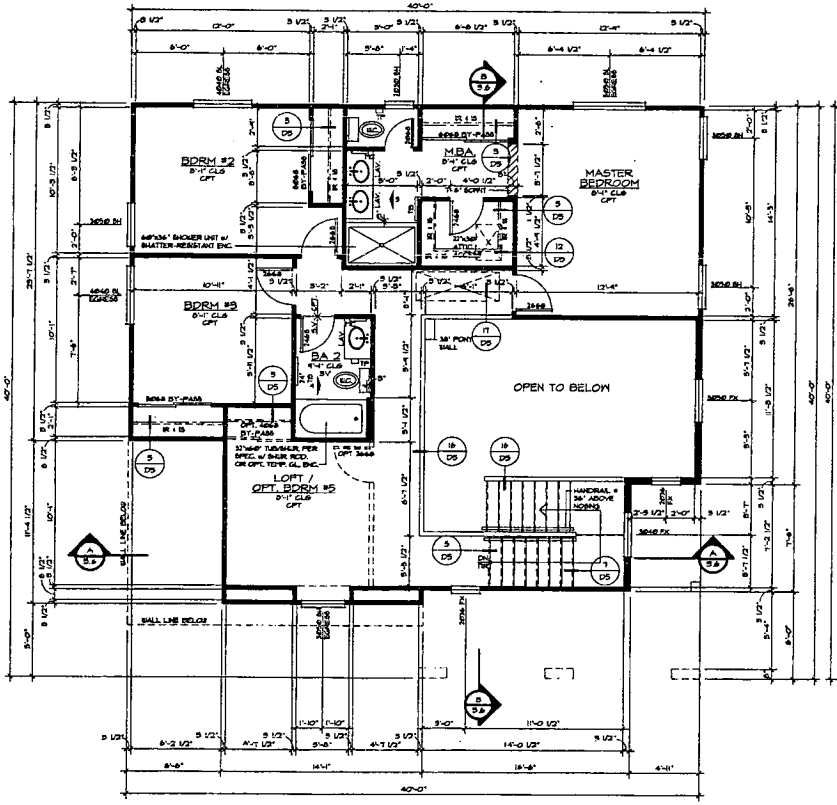
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2ND SUBMITTAL	05-04-04
100% SET	05-24-04

PLAN TWO

SHEET 2 | 3

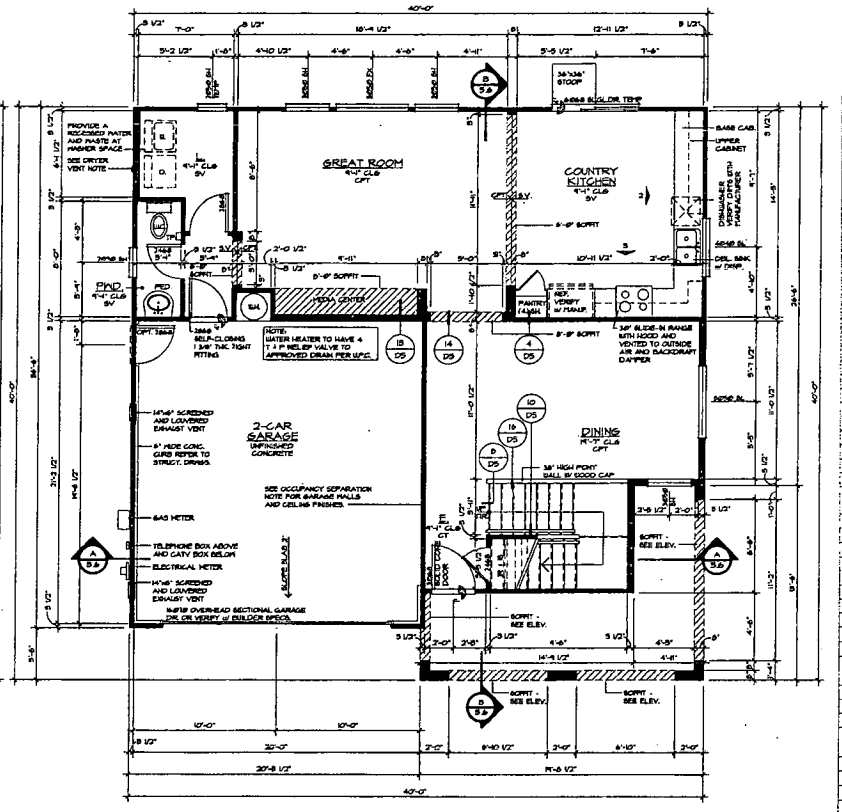
WVR-4833
SDR-4832
9/23/04 PC

REVISED
9.1.04



SECOND FLOOR PLAN "A"

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN "A"

SCALE: 1/4" = 1'-0"

DRYER VENT

4" DIAMETER SMOOTH .016" THICK SOLID METAL DRYER VENT WITH BACK DRAFT DAMPER. PROVIDE 1 HOUR FIRE CAULK F PIPE PENETRATES 6 FIRE WALL. TOTAL LENGTH MAY NOT EXCEED 14' WITH 1 ELBOUS. DUCT LENGTHS EXCEEDING 14' SHALL BE DESIGNED BY A NEVADA LICENSED MECHANICAL ENGINEER.

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AREA CALCULATION

	'A'
FIRST FLOOR	938 SF
SECOND FLOOR	548 SF
TOTAL LIVING AREA	1526 SF
GARAGE	431 SF
PORCH	84 SF

RECEIVED
SEP 02 2004

RICHMOND AMERICAN HOMES

MICHAEL WOODLEY

LOT 175 50' x 75'

VISTA NORTH

SET INDEX

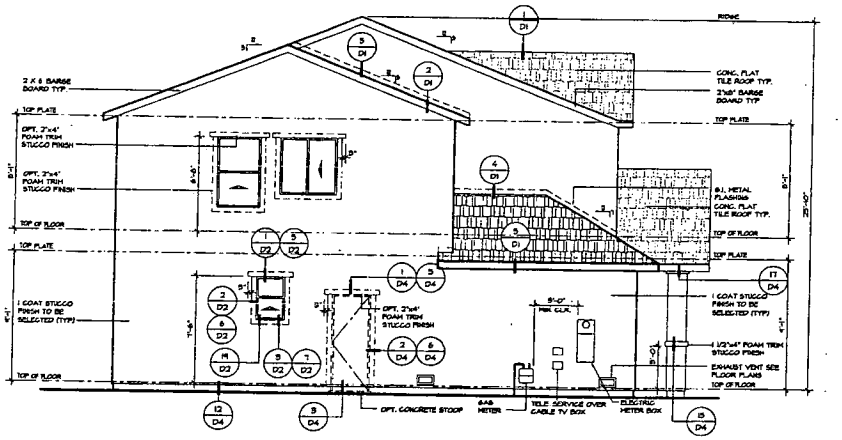
ISSUE	DATE
10% REVIEW	04-21-04
30% REVIEW	05-24-04
100% SET	08-24-04

PLAN THREE

SHEET 3.1

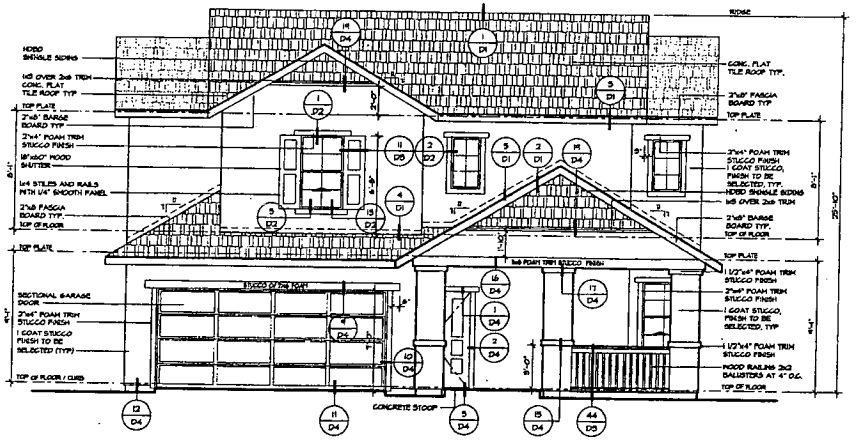
REVISED
9.1.04

WVR-4833
SDR-4832
9/23/04 PC



LEFT ELEVATION "A"

SCALE 1/4" = 1'-0"



FRONT ELEVATION "A"

SCALE 1/4" = 1'-0"

RECEIVED
SEP 02 2004

RICHMOND AMERICAN HOMES

MICHAEL L. WOODBY

SLOT 97 60 X 95

RESIDENCE NUMBER

SET INDEX

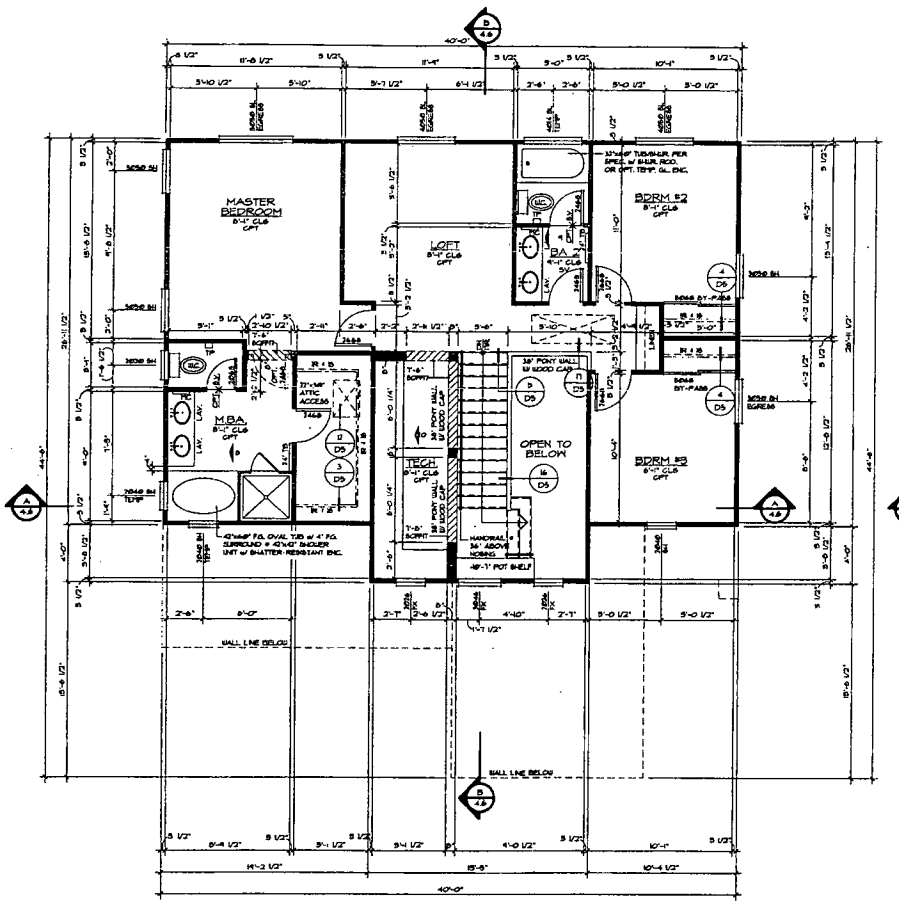
ISSUE	DATE
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50% REVIEW	05-24-04
100% SET	08-24-04

PLAN
THREE

SHEET
3.3

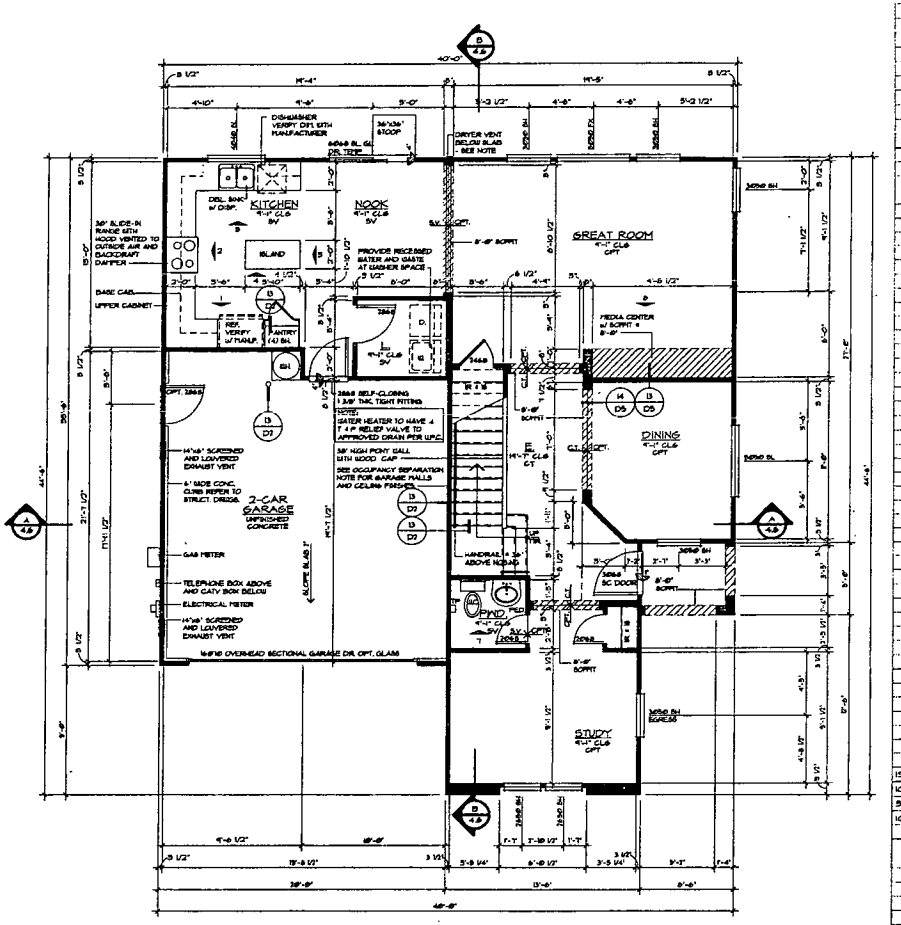
REVISED 9.1.04

WVR-4833
SDR-4832
9/23/04 PC



SECOND FLOOR PLAN "A"

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN "A"

SCALE: 1/4" = 1'-0"

DRYER VENT

4" DIAMETER SMOOTH #26 THICK SOLID METAL DRYER VENT WITH BACK DRAFT DAMPER. PROVIDE 1 HOUR FIRE CAULK IF PIPE PENETRATES A FIRE WALL. TOTAL LENGTH NOT TO EXCEED 14' WITH 2 ELBOWS. DUCT LENGTHS EXCEEDING 14' SHALL BE DESIGNED BY A NEVADA LICENSED MECHANICAL ENGINEER.

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AREA CALCULATION

	'A'
FIRST FLOOR	1067 SF
SECOND FLOOR	996 SF
TOTAL LIVING AREA	2063 SF
GARAGE	431 SF
PORCH	33 SF

RECEIVED
SEP 02 2004

RICHMOND AMERICAN HOMES

50' X 75' LOTS
HENDERSON, NEVADA

SET INDEX

ISSUE	DATE
10% REVIEW	04-27-04
50% REVIEW	05-04-04
100% SET	05-24-04

PLAN
FOUR

SHEET
4.1

City of Las Vegas

Agenda Item No. 82

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT GENZER ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW RELATED TO WVR-4833

SDR-4832 - PUBLIC HEARING - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC - Request for an Site Development Plan Review FOR A 131 LOT SINGLE FAMILY DETACHED DEVELOPMENT on 11.3 acres adjacent to the northwest corner of Cimarron Road and Deer Springs Way (APN 125-21-202-004), TC (Town Center) Zone, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL. (NOTE: Approval was for 70 units)

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

MACK - APPROVED subject to conditions and amending Condition 4 as stated for the record as follows:

4. The minimum lot size in this development shall be 3,750 square feet. The setbacks for this development are a minimum of 10 feet to the front of the house, 18 feet to the garage, 5 feet on the side, five-foot corner side on interior lots, and 10 feet in the rear.

- UNANIMOUS

MINUTES:

NOTE: See Item 81 for all related discussion.
(1:33 - 1:36)
3-978

CONDITIONS:

Planning and Development

1. A revised landscaping plan that shows shade and flowering trees along Cimarron Road shall be submitted to the Planning and Development Department prior to the issue of building permits.

2. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

3. This Site Development Plan Review shall expire two years from the date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

CONDITIONS - Continued:

4. The minimum lot size in this development shall be 3,750 square feet. The setbacks for this development are a minimum of 10 feet to the front of the house, 18 feet to the garage, 5 feet on the side, and 10 feet in the rear.

5. A maximum of 70 units are allowed.

6. All development shall be in conformance with the site plan, landscape plan and building elevations, date stamped September 23, 2004, except as amended by conditions herein.

7. The maximum building height allowed shall not exceed 2 stories or 35 feet whichever is less.

8. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner.

9. Air conditioning units shall not be mounted on rooftops.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Title 19.12.050.

11. All City Code requirements and design standards of all City departments must be met except as amended by conditions herein.

12. The applicant shall meet with Planning and Development Staff to develop an address plan prior to the issue of permits.

13. Perimeter walls shall be limited to 8 feet in height.

Public Works

14. Dedicate those portions of Sky Pointe Drive not previously dedicated to complete a 90 foot width.

15. Construct, per Town Center Standards, full width half-street improvements on Sky Pointe Drive adjacent to this site concurrent with development of this site. Also construct, per Town Center Standards, all incomplete half-street improvements on Cimarron Road adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

16. Extend public sewer to the north and the northwest edges of this site at a depth and location acceptable to the City Engineer. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

17. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located

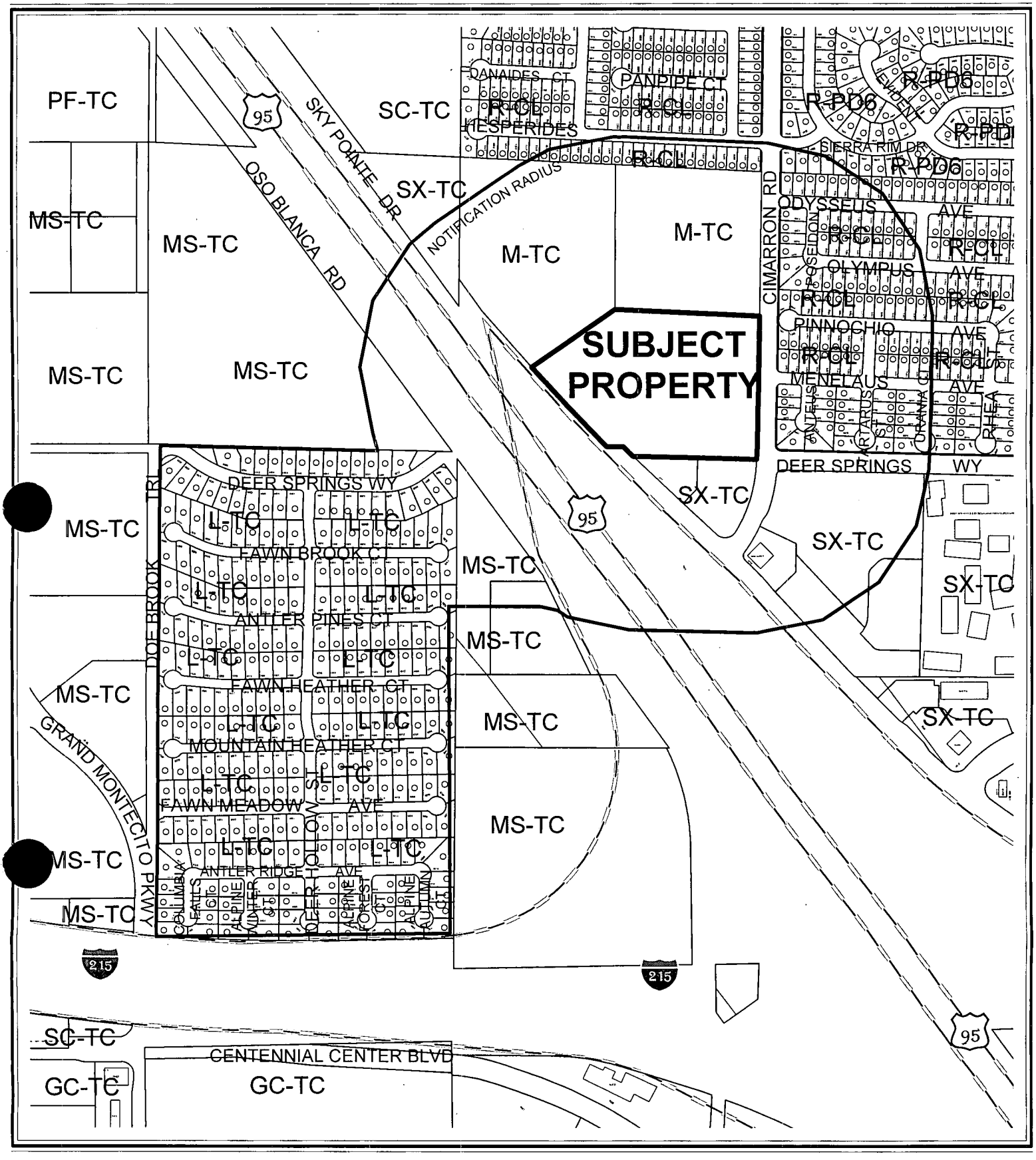
CONDITIONS - Continued:

in the public Cimarron Road and Sky Pointe Road rights-of-way adjacent to this site prior to occupancy of this site.

18. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

19. An Encroachment Permit from the Nevada Department of Transportation must be obtained for all improvements in the Sky Pointe Drive public right-of-way.

20. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first. We note that non-standard cul-de-sacs without sidewalks are proposed within this subdivision and must receive specific written approval for such from the City Engineer.



0 400 800 Feet

CASE: **SDR-4832**

RADIUS: 750 FT + SPECIAL

ZONING OF SUBJECT PROPERTY:
T-C (TOWN CENTER) ZONE [SX-TC (SUBURBAN MIXED USE) TOWN CENTER LAND USE DESIGNATION]

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-4832 - APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL, subject to:

Planning and Development

1. A revised landscaping plan that shows shade and flowering trees along Cimarron Road shall be submitted to the Planning and Development Department prior to the issue of building permits.

2. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

3. This Site Development Plan Review shall expire two years from the date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

4. The minimum lot size in this development shall be 3,750 square feet. The setbacks for this development are a minimum of 10 feet to the front of the house, 18 feet to the garage, 5 feet on the side, and 10 feet in the rear.

5. A maximum of 70 units are allowed.

6. All development shall be in conformance with the site plan, landscape plan and building elevations, date stamped September 23, 2004, except as amended by conditions herein.

7. The maximum building height allowed shall not exceed 2 stories or 35 feet whichever is less.

8. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission or City Council and shall be permanently maintained in a satisfactory manner.

9. Air conditioning units shall not be mounted on rooftops.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Title 19.12.050.

11. All City Code requirements and design standards of all City departments must be met except as amended by conditions herein.

12. The applicant shall meet with Planning and Development Staff to develop an address plan prior to the issue of permits.

13. Perimeter walls shall be limited to 8 feet in height.

Public Works

14. Dedicate those portions of Sky Pointe Drive not previously dedicated to complete a 90 foot width.

15. Construct, per Town Center Standards, full width half-street improvements on Sky Pointe Drive adjacent to this site concurrent with development of this site. Also construct, per Town Center Standards, all incomplete half-street improvements on Cimarron Road adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

16. Extend public sewer to the north and the northwest edges of this site at a depth and location acceptable to the City Engineer. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

17. Submit an Encroachment Agreement for all landscaping and private improvements, if any, located in the public Cimarron Road and Sky Pointe Road rights-of-way adjacent to this site prior to occupancy of this site.

18. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

19. An Encroachment Permit from the Nevada Department of Transportation must be obtained for all improvements in the Sky Pointe Drive public right-of-way.

20. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first. We note that non-standard cul-de-sacs without sidewalks are proposed within this subdivision and must receive specific written approval for such from the City Engineer.

** STAFF REPORT **

APPLICATION REQUEST

A) Action Requested

This is a request for a Site Development Plan Review for a 70 lot Single Family Detached Development, and adjacent to the northwest corner of Cimarron Road and Deer Springs Way.

B) Applicant's Justification

This Suburban Mixed-Use Town Center (SX-TC) category allows for medium-low attached residential densities (8.1-12 units per acre) of imaginative design. These two story homes will meet these criteria and will complement Town Center. The project will also offer a good transition buffer from the residential community and the existing U.S. 95 corridor and commercial development planned for this area.

BACKGROUND INFORMATION

A) Previous Actions

05/17/95	City Council approved an Annexation (A-0004-95) of 12.8 acres of land, almost all of which comprises subject proposal. Effective date: May 29, 1995
12/07/98	City Council approved a Rezoning (Z-0076-98) of 1,468 acres of unimproved land to T-C (Town Center). Planning Commission and staff recommended approval on November 5, 1998.
08/26/04	The Planning Commission voted to hold this item in abeyance in an effort to allow the applicant an opportunity to submit revised site plans.
09/23/04	The Planning Commission recommended approval of the related Waiver (WVR-4833).
09/23/04	The Planning Commission voted 5-0-1 to recommend APPROVAL (PC Agenda Item #24).

B) Pre-Application Meeting

05/25/04	Applicant was informed that the project is adjacent to Sky Pointe Drive, a Town Center Loop Road, and Cimarron Road, a Town Center Collector Road. The applicant was also informed that a Multi-Use Trail runs along the west side of Cimarron Road, alongside the proposed project. Applicant was informed that streetscape requirements must be satisfied according to Town Center Development Standards.

C) Neighborhood Meetings

A neighborhood meeting is not required for this type of application, nor was a meeting held.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 12.1

B) Existing Land Use

Subject Property:	Undeveloped
North:	Undeveloped
South:	Undeveloped
East:	Single Family Residences
West:	Highway 95, Undeveloped

C) Planned Land Use

Subject Property:	SX-TC (Suburban Mixed Use-Town Center)
North:	SX-TC (Suburban Mixed Use-Town Center)
South:	SX-TC (Suburban Mixed Use-Town Center)
East:	ML (Medium Low-Density Residential)
West:	ROW (Right-of-Way)
	SX-TC (Suburban Mixed Use-Town Center)

D) Existing Zoning

Subject Property:	T-C (Town Center)
North:	T-C (Town Center)
South:	T-C (Town Center)
East:	R-CL (Single-Family Compact Lot Residential)
West:	T-C (Town Center)

E) General Plan Compliance

The site is shown on the Town Center Land Use Plan of the Centennial Hills Sector Plan of the General Plan. The land use designation for the subject property is currently SX-TC (Suburban Mixed Use-Town Center), which is similar to a Service Commercial District, but with the addition of medium density residential developments (12.1 to 25 dwelling units/gross acre). Residential development of the subject parcel supports the General Plan and the Town Center concept.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan: Town Center	X	
Trails: Multi-Use Transportation Trail	X	
Rural Preservation Neighborhood		X
Special Overlay District		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

Town Center
This parcel is a component of the Town Center Special Area Plan, and is subject to Town Center Development Standards.

Trails
A multi-use transportation trail runs along the eastern property line of this parcel and Town center Loop Road trail runs along the east side of Sky Pointe Drive..

PROJECT DESCRIPTION

This project is a community of single and two-story detached residences, where the first floor of each home incorporates a two-car garage. All houses are less than 35 feet high. These houses are arranged along 47 foot public streets with the homes no closer than 10 feet from the streets and each of the garages no closer than 18 feet. Access into the subdivision will be from Cimarron Road by a single entry. Most of the 1.25 acres of open space will be at the end of the subdivision between all but three lots and Sky Pointe Drive.

ANALYSIS

A) Zoning Code Compliance

A1) Development Standards

Pursuant to Title 19.08, the following Development Standards apply to the subject proposal:

Proposed Standards	
Minimum Lot Size	3,750 square feet
Min. Setbacks • Front to House • Front to Garage • Side • Rear	 10 feet 18 feet 5 feet 10 feet
Max. Building Height	2 stories / 35 feet
Mech. Equipment	Air conditioning units shall not be mounted on rooftops

Provide statement whether the proposal meets, exceeds, or needs variance from the requirement.

A2) Residential Adjacency Standards

Residences in this project are no more than 35 feet high. The property lines of the existing homes on the east side of the project, across Cimarron Road, are at least 96 feet away from the residences of this project. The proposal meets the Proximity Slope requirements of Title 19.08.060.B.1.

The proposal meets the Building Setback requirements of Title 19.08.060.B.1.4.

A3) Parking and Traffic Standards

Pursuant to Title 19.10, the following Parking Standards apply to the subject proposal:

Uses	Required	Provided
Single Family Dwellings	Two spaces per dwelling	Two spaces per dwelling

Each of the proposed single-family dwellings provides two-car garages.

The Department of Public Works has included a condition that the public interior streets must be constructed to current Town Center and City of Las Vegas standards.

A4) Landscape and Open Space Standards

Pursuant to Title 19.12, the following Landscape Standards apply to the subject proposal:

Standards	Amenity Zone	Required		Provided
		Ratio	Trees	
Sky Point Drive	4 feet	Town Center Loop Road – palm trees 35 ft on-center, plus ground cover	18 Trees	18 Palm
Cimarron Road	5 feet	Town Center Residential Collector – trees 30 ft on-center, alternating one flowering tree and one Shade tree including a minimum of one street tree to be planted in the amenity zone for each house lot facing onto Cimarron Road.	21 trees	15 Palms
Interior Public Residential Streets and Drive Aisles	9 feet suggested	Where amenity zones are provided: single shade trees 30-feet on center plus two shade trees at every intersection	N/A	None shown
Subdivision Entry	25 feet	Trees to be planted no more then 30' on center	12 trees	16 total

This proposal meets the landscape requirement of the Town Center Development Standards Manual except for the trees along Cimarron Road. The landscaping plan shows 15 palm trees where 21 shade and flowering trees are required.

Pursuant to subsection E.f. of the Town Center Development Standards Manual (pg. 125), the following Open Space Standards apply to the subject proposal:

Total Acreage	Density	Required		Provided	
		Percent	Area	Percent	Area
12.1 acres	5.78	7 %	0.85 acres	10.3%	1.25 acres

Developments within Town Center with a proposed density over 6.8 dwelling units per acre are required to provide a minimum of 7% open space. The proposed development depicts 10.3% open space. The proposal exceeds the requirements for open space.

B) General Analysis and Discussion

- Zoning

The site is zoned as T-C (Town Center) and is subject to the Town Center Standards.

- Site Plan

The site plan shows 70 single family dwellings accessed by three east/ west 47 foot streets. There is one access into the subdivision from Cimarron Road.

Most of the open space is along the west side of the subdivision, separating the homes from Sky Pointe Drive.

- Waivers

No waiver of Town Center standards has been requested, nor are waivers needed.

- Landscape Plan

The site contains more than sufficent open space. The applicant has included in the open space amenity zones and trails along with the two areas along Sky Pointe Drive.

- Elevation

All dwellings are proposed to have stucco exteriors with earth tones, and concrete tile roofs. All of the models will have two car garages 18 feet from the streets.

- Floor Plan

The homes are single and two stories in height and are typical examples of current designs.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **"The proposed development is compatible with adjacent development and development in the area;"**

   The proposed development is compatible with the neighboring development.

   However, development of the site as single family is contrary with the Town Center Plan. The suburban mixed land use district is intended to provide the community with medium density residential and commercial uses so these two uses will not be located in areas of the northwest that would conflict with existing desert rural development.

2. **"The proposed development is consistent with the general Plan, this Title, the Landscape, Wall and Buffer Standards, and other duly-adopted City Plans, policies and Standards;"**

   The development is not consistent with the density permitted by the General Plan as the Suburban Mixed areas are set aside for higher density residential and commercial uses. Single family development on the site will eliminate more commercial land and will cause pressure to allow commercial where it will be detrimental to existing rural development.

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"**

   Access to the site will be provided from Cimarron Road, an 80-foot wide Town Center Residential Collector roadway that will have adequate capacity to the meet the expected demand of this development, and will not negatively impact neighborhood traffic.

4. **"Building and landscape materials are appropriate for the areas and for the City;"**

   The building materials and landscaping are appropriate for the area.

5. **"Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;"**

   The proposed building elevations are typical of current residential development.

6. **"Appropriate measures are taken to secure and protect the public health, safety and general welfare."**

The proposed development will be subject to inspection by the City and all of the requirements of the Uniform Building Code and will not compromise the health safety and welfare of the general public.

NOTICES MAILED 199 by Planning Department

APPROVALS 0

PROTESTS 0

Attn: Kyle Watt SDR-4832-04 8/16

PLANNING & DEVELOPMENT
DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-4832 APN: 125-21-202-004

Name of Property Owner: PHYLLIS SCHWARTZ

Name of Applicant: RICHMOND AMERICAN 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 ✓ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): _____

APN: _____

Signature of Property Owner/Authorized Agent: Phyllis R Schwartz

Print Name: Phyllis R Schwartz

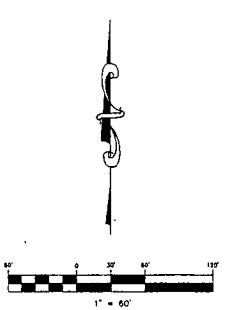
Subscribed and sworn before me

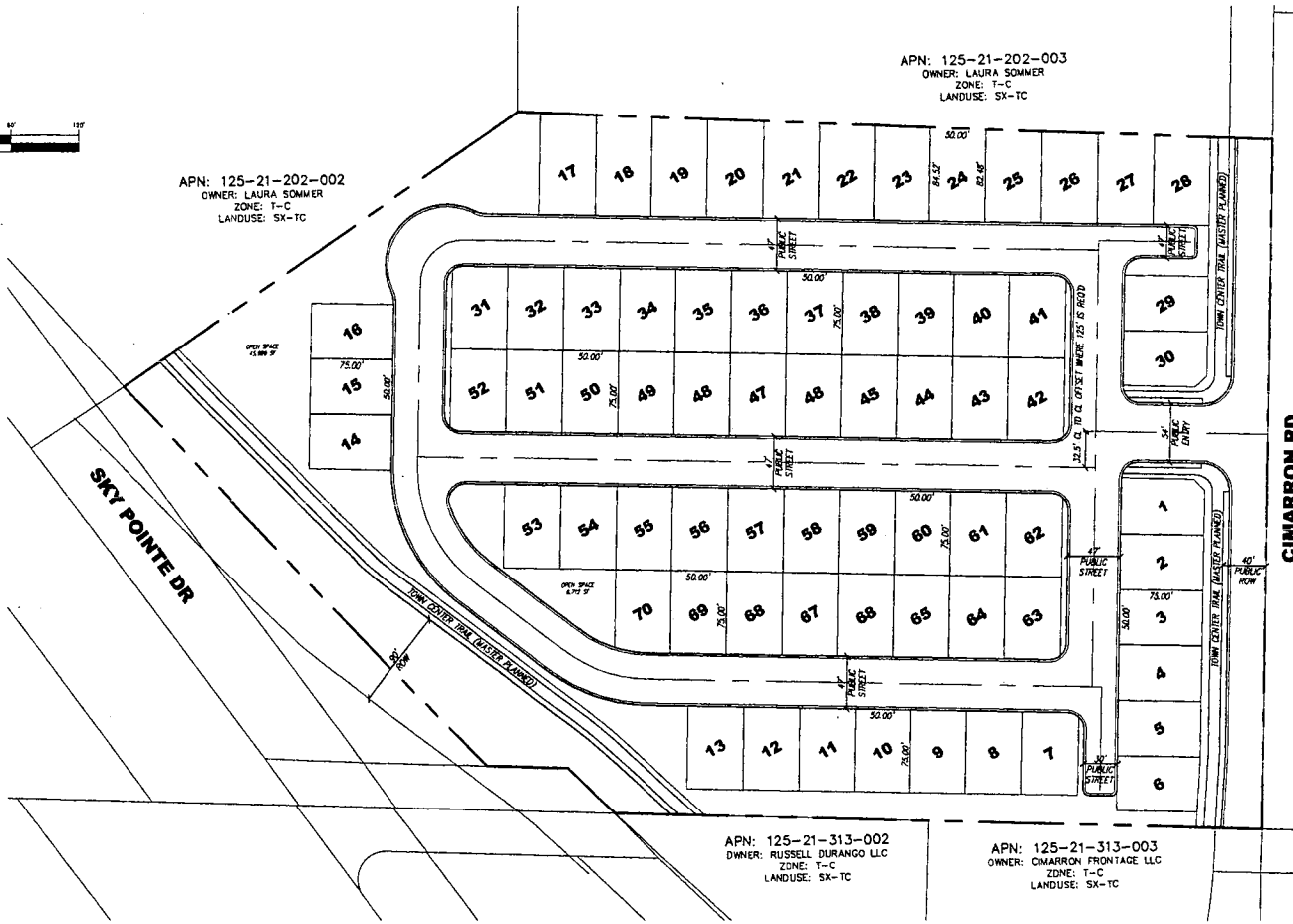
This 11th day of August, 2004

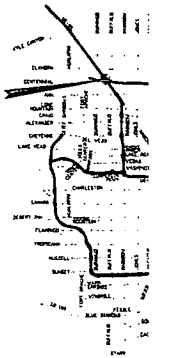
Krista M. LaCroix
Notary Public in and for said County and State

KRISTA M. LACROIX
Notary Public State of Nevada
No. 98-1966-1
My appt. exp. Feb. 7, 2005

CIMARRON / US 95







DEVELOPER
RICHMOND AMERICAN
7250 WEST PEAK DRIV
SUITE 212
LAS VEGAS, NEVADA

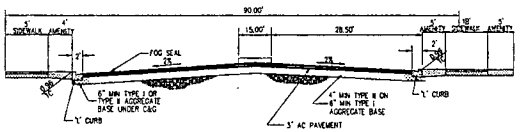
OWNERS
RANDEER LLC
2877 PARADISE RD.
LAS VEGAS, NEVADA

ASSESSORS NUMBER:
125-21-202-004

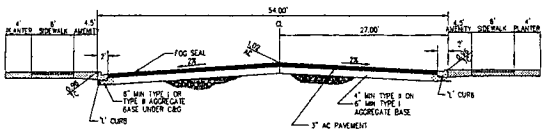
OVERALL TA
EXISTING ZONING —
EXISTING LAND USE —
OF UNITS —
GROSS ACREAGE —
DENSITY —
SPACE REQUIRE
SPACE PROVIDE

REVISED
9.23.04

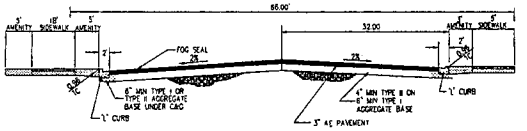
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SDR-4832
9/23/04 PC



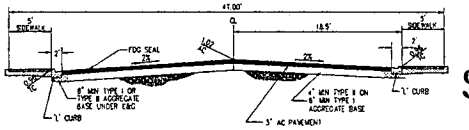
90' PUBLIC STREET HALF-SECTION (SKY POINT DR.)
TOWN CENTER LOOP ROAD
PER TOWN CENTER DEVELOPMENT STANDARDS
(NOT TO SCALE)



54' PUBLIC ENTRY SECTION
PER TOWN CENTER DEVELOPMENT STANDARDS
(NOT TO SCALE)

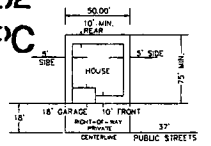


80' PUBLIC STREET HALF-SECTION (CIMMARON ROAD)
TOWN CENTER COLLECTOR
PER TOWN CENTER DEVELOPMENT STANDARDS
(NOT TO SCALE)



47' PUBLIC STREET SECTION (INTERIOR)
NOT TO SCALE
PER TOWN CENTER DEVELOPMENT
STANDARDS

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SEP 21 2004

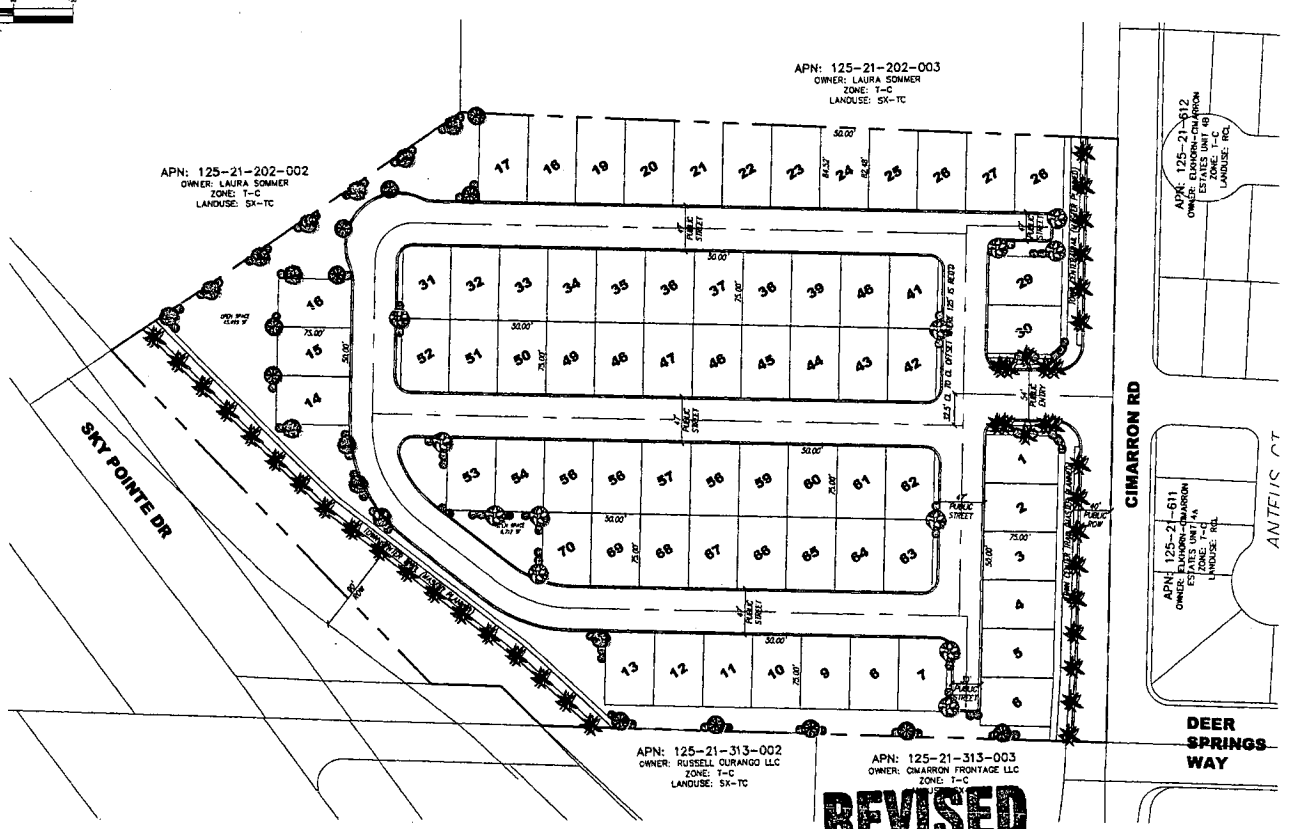


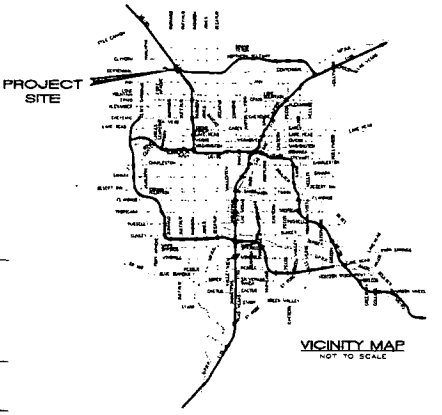
LOT DETAIL
(TYPICAL SETBACKS)
NOT TO SCALE
(MINIMUM LOT SIZE 3,750 SQ. FT. +/-)

TYPICA
(NOT GRE

NOTE: THIS PLAN WAS PREPARED
AND IS TO BE USED FOR PLANNI

CIMARRON / US 95





VICINITY MAP
NOT TO SCALE

DEVELOPER
RICHMOND AMERICAN HOMES
7250 WEST PEAK DRIVE,
SUITE 212
LAS VEGAS, NEVADA 89128

OWNERS
RANDZER LLC
2877 PARADISE RD. #3402
LAS VEGAS, NEVADA 89109

ASSESSORS PARCEL NUMBER:
125-21-202-004

OVERALL TABULATIONS

EXISTING ZONING	TOWN CENTER
EXISTING LAND USE	SUBURBAN MIXED-USE
# OF UNITS	70
GROSS ACREAGE	12.11 ACRES +/-
DENSITY	5.78 DUA
OPEN SPACE REQUIRED	1.31 ACRES (57,107 SF)
OPEN SPACE PROVIDED	1.25 ACRES (54,838 SF)

TREE LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE
	CHITALPA TASHKENTENSIS CHITALPA	24" BOX
	PROSOPIS GLANDULOSA 'MAVERICK' THORNLESS TEXAS HONEY MESQUITE	24" BOX
	QUERCUS VIRGINIANA 'HERITAGE' HERITAGE LIVE OAK	24" BOX
	WASHINGTON ROBUSTA HYBRID MEXICAN FAN PALM	25' HIGH

SUGGESTED SHRUB LIST

BOTANICAL/COMMON NAME	SIZE
ACACIA REDOLENS - CREEPING ACACIA	1 GALLON
CASSIA ARTEMISIOIDES - FEATHERY CASSIA	5 GALLON
CALLIANDRA ERIOPHYLLA - FAIRY DUSTER	5 GALLON
CONVOLVULUS CNEORUM - BUSH MORNING GLORY	5 GALLON
DALEA GREGGII - INDIGO BUSH	5 GALLON
ENCELIA FARINOSA - BRITTLEBUSH	5 GALLON
HESPERALOE PARVIFLORA - RED YUCCA	5 GALLON
LANTANA MONTEVIDENSIS - TRAILING LANTANA	1 GALLON
LEUCOPHYLLUM LAEVIGATUM - CHIHUAHUAN SAGE	5 GALLON
MUHLENBERGIA CAPILLARIS 'REGAL MIST' - REGAL MIST DEER GRASS	5 GALLON
ROSMARINUS OFFICINALIS - ROSEMARY	5 GALLON
SALVIA CLEVELANDII - CHAPARRAL SAGE	5 GALLON
SALVIA GREGGII - AUTUMN SAGE	5 GALLON
TEUCRIUM CHAMAEDRYS	5 GALLON
VERBENA RIGIDA - RIGID VERBENA	1 GALLON

*NOTE: LANDSCAPE PLAN IS CONCEPTUAL, ALL INSTALLED LANDSCAPING WILL MEET OR EXCEED TITLE 19 REQUIREMENTS.

NOTE: THIS PLAN WAS PREPARED USING RECORD INFORMATION. IT IS ILLUSTRATIVE AND IS TO BE USED FOR PLANNING PURPOSES ONLY. NO LIABILITY IS ASSUMED

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SEP 21 2004

WVR-4833
SDR-4832
9/23/04 PC

CLIENT: RICHMOND AMERICAN HOMES
7250 WEST PEAK DRIVE, SUITE 212
LAS VEGAS, NEVADA 89128
(702) 240-5600

RS CONSULTING, INC.
STRATEGIC PLANNING SOLUTIONS
7325 Hickam Avenue Las Vegas, NV 89139 Office: 702.384.7701 Fax: 702.384.7702

SCALE: 1" = 60'

SHEET: LANDSCAPE PLAN TO ACCOMPANY SDR / WAIVER

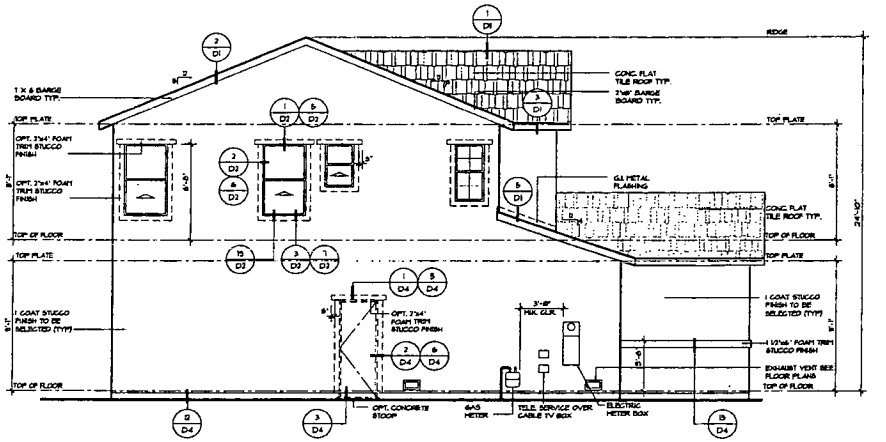
TITLE: CIMARRON / US 95
CITY OF LAS VEGAS, NEVADA

DATE: 6/21/2004
DRAWN BY: B. SAYLOR
DESIGNED BY: B. SAYLOR
CHECKED BY: B. SAYLOR
SCALE: 1" = 60'
PROJECT NO: RA-0052
ENGINEERING SEAL

SHEET 1 OF 1
DRAWING NO: 0052 SITE 8-31-04

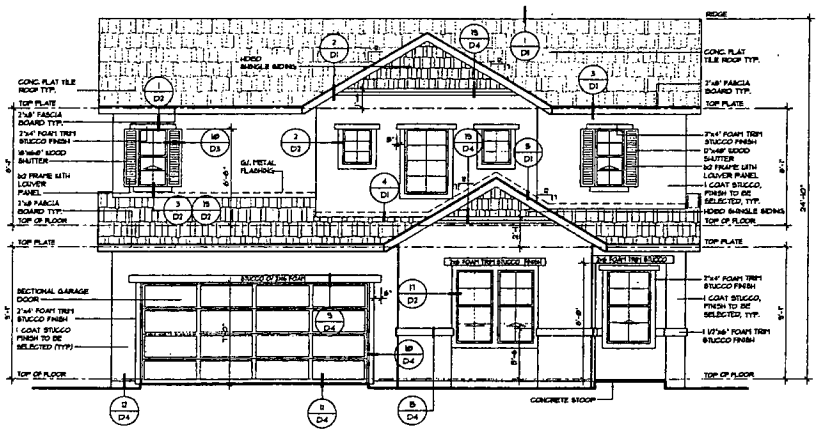
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9.1.04

WVR-4833
SDR-4832
9/23/04 PC



LEFT ELEVATION "A"

SCALE: 1/4" = 1'-0"



FRONT ELEVATION "A"

SCALE: 1/4" = 1'-0"

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SEP 0 2 2004

RICHMOND AMERICAN HOMES

50' X 75' LOTS
HENDERSON, NEVADA

SET INDEX

ISSUE	DATE
10% REVIEW	04-27-04
50% REVIEW	05-04-04
100% SET	05-24-04

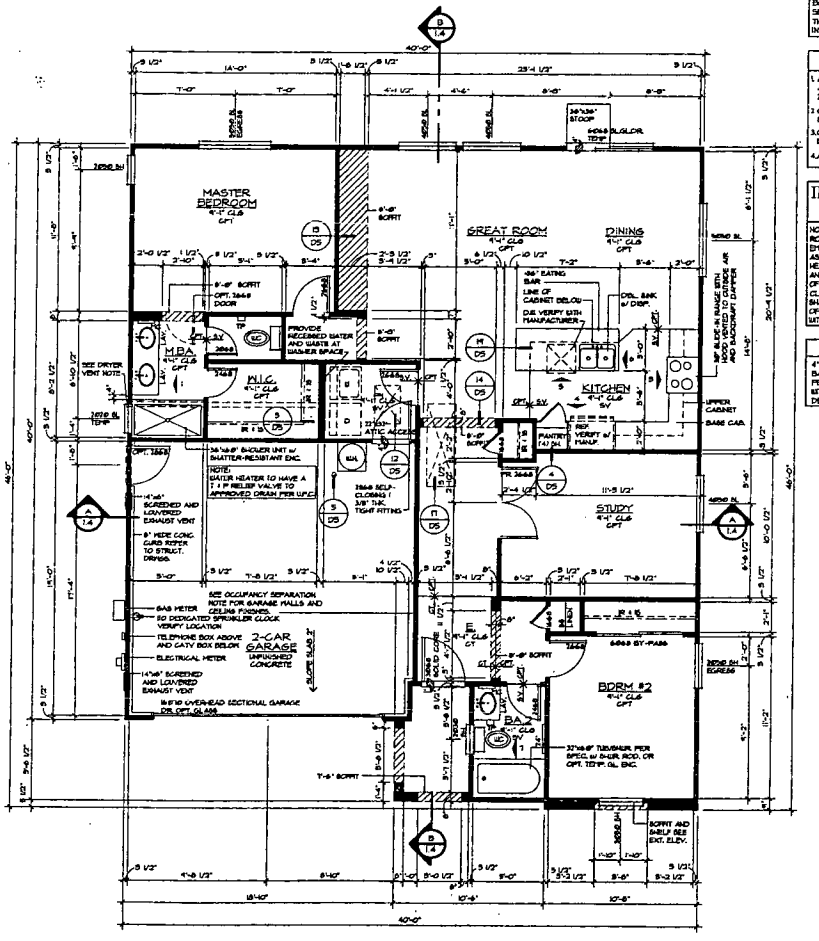
PLAN
FOUR

SHEET
4.3

REVISED
9.1.04

WVR-4833
SDR-4832
9/23/04 PC

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SEP 02 2004



FIRST FLOOR PLAN "A"

SCALE: 1/4" = 1'-0"

IRC OCCUPANCY SEPARATION NOTES

OPENING PROTECTION:
OPENINGS FROM A PRIVATE GARAGE DIRECTLY INTO A ROOM USED FOR SLEEPING PURPOSES SHALL NOT BE PERMITTED. OTHER OPENINGS BETWEEN THE GARAGE AND RESIDENCE SHALL BE EQUIPPED WITH SOLID WOOD DOORS NOT LESS THAN 1 3/8" (35 mm) THICK, SOLID OR HONEYCOMB CORE STEEL DOORS NOT LESS THAN 1 3/8" THICK, OR 20 MIN. RATED PER INTERNATIONAL RESIDENTIAL CODE EACH WITH A SELF CLOSER

SEPARATION REQUIRED:
THE GARAGE SHALL BE SEPARATED FROM THE RESIDENCE AND ITS ATTIC AREA BY NOT LESS THAN 5/8" TYPE 'X' GYP. BOARD APPLIED TO THE GARAGE SIDE. WHERE THE SEPARATION SHALL ALSO BE PROTECTED BY NOT LESS THAN 5/8" TYPE 'X' GYP. BOARD OR EQUIVALENT. PER INTERNATIONAL RESIDENTIAL CODE

IRC GLAZING NOTES

1. ALL GLAZING SHALL COMPLY WITH IRC SECTION R308, APPLYING THE SOUTHERN NEVADA AMENDMENTS TO THE 2000 IRC
2. GLAZING SUBJECT TO HUMAN IMPACT SHALL COMPLY WITH IRC SEC. R308.4
3. GLAZED AREAS REQUIRING SAFETY GLAZING SHALL BE IDENTIFIED WITH THE WORD 'TEMPERED' OR 'TEMP'
4. ALL GLAZING SHALL BE DUAL PANE INSULATING GLASS U.N.O.

IRC EMERGENCY BEDROOM EGRESS

NOTE: EXTERIOR WINDOWS LABELED 'EGRESS' (EACH SLEEPING ROOM SHALL HAVE AT LEAST ONE) SHALL BE DESIGNATED FOR EMERGENCY EGRESS + RESCUE, WHERE OPENINGS ARE PROVIDED AS A MEANS OF ESCAPE AND RESCUE THEY SHALL HAVE A SILL HEIGHT OF NOT MORE THAN 44" AFF. ALL EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL HAVE A MIN. NET CLEAR OPENING OF 5.1 SQ. FEET. GRADE FLOOR OPENINGS SHALL HAVE A NET CLEAR OPENING OF 5 SQ. FEET. THE MINIMUM OPENING HEIGHT SHALL BE 24", THE MINIMUM OPENING WIDTH SHALL BE 20". BASE OPENINGS SHALL BE OPERATIONAL FROM THE INSIDE OF ROOM WITHOUT THE USE OF KEYS OR TOOLS.

DRYER VENT

4" DIAMETER SMOOTH .016" THICK SOLID METAL DRYER VENT WITH BACK DRAFT DAMPER. PROVIDE 1 HOUR FIRE CAULK IF PIPE PENETRATES A FIRE WALL. TOTAL LENGTH MAY NOT EXCEED 14' WITH 2 ELBOWS. DUCT LENGTHS EXCEEDING 14' SHALL BE DESIGNED BY A NEVADA LICENSED MECHANICAL ENGINEER.

AREA CALCULATION

	'A'
FIRST FLOOR	1265 SF
TOTAL LIVING AREA	1265 SF
GARAGE	361 SF
PORCH	97 SF

MICHAEL J. WOODLEY
CALIFORNIA OFFICE
[illegible]
GRASS VALLEY, CALIFORNIA 95945
TEL. (530)268-0118 FAX. (530)268-0119
ARCHITECT OFFICE
[illegible]
LAS VEGAS, NEVADA 89128
TEL. (702)838-1234 FAX. (702)838-1235

RICHMOND AMERICAN HOMES

50' X 97' LOT
HENDERSON, NEVADA

SET INDEX

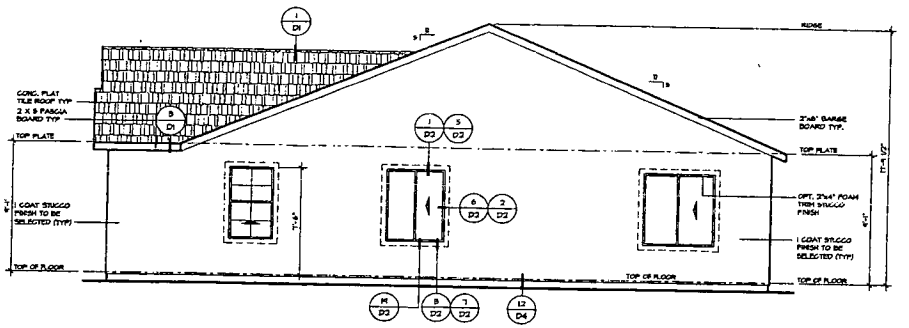
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90% REVIEW:	05-04-04
100% SET:	05-24-04

PLAN
ONE

SHEET
1.1

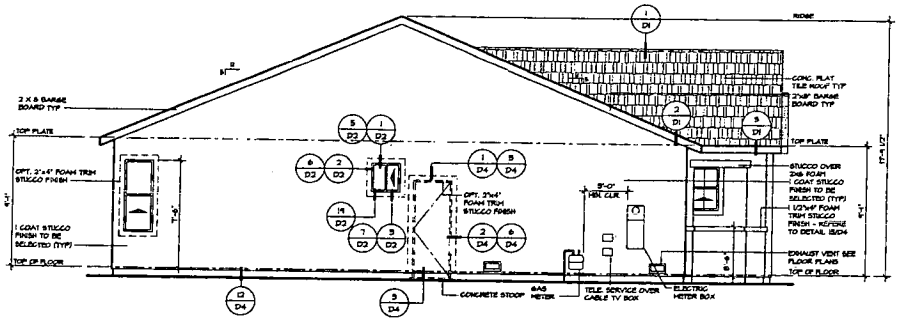
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9.1.04

WVR-4833
SDR-4832
9/23/04 PC



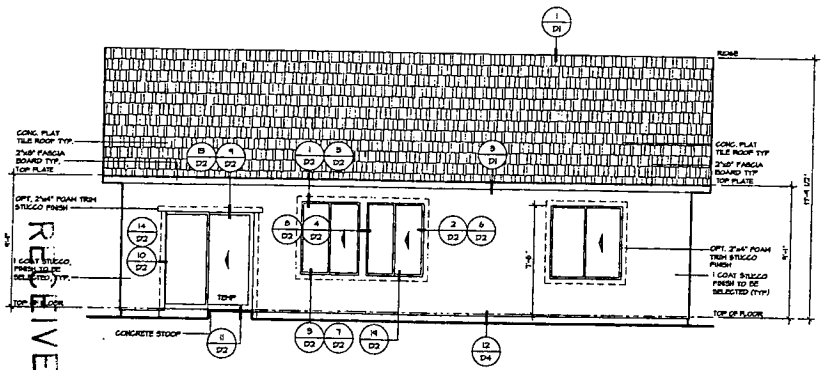
RIGHT ELEVATION "A"

SCALE: 1/8" = 1'-0"



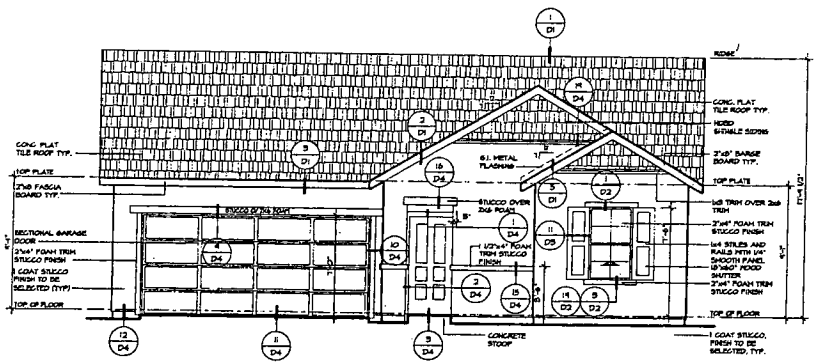
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REAR ELEVATION "A"

SCALE: 1/8" = 1'-0"



FRONT ELEVATION "A"

SCALE: 1/8" = 1'-0"

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RICHMOND AMERICAN HOMES

50 X 75 LOTS
HENDERSON, NEVADA

SET INDEX

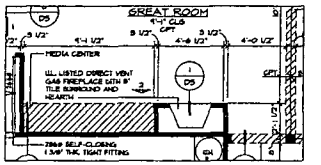
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100% SET	05-24-04

PLAN
ONE

SHEET
1.3

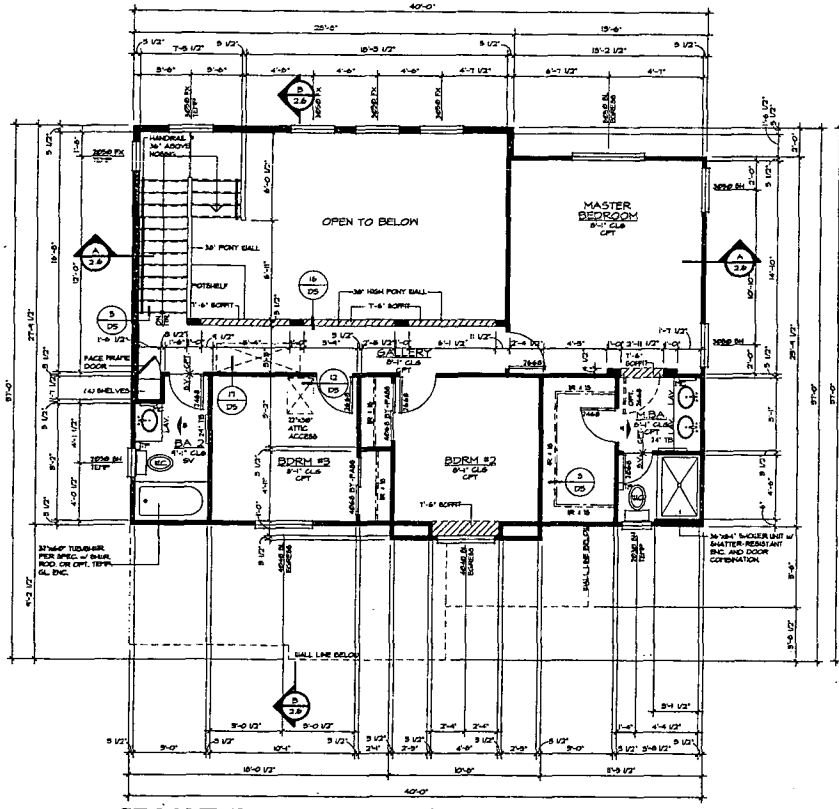
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WVR-4833
SDR-4832
9/23/04 PC



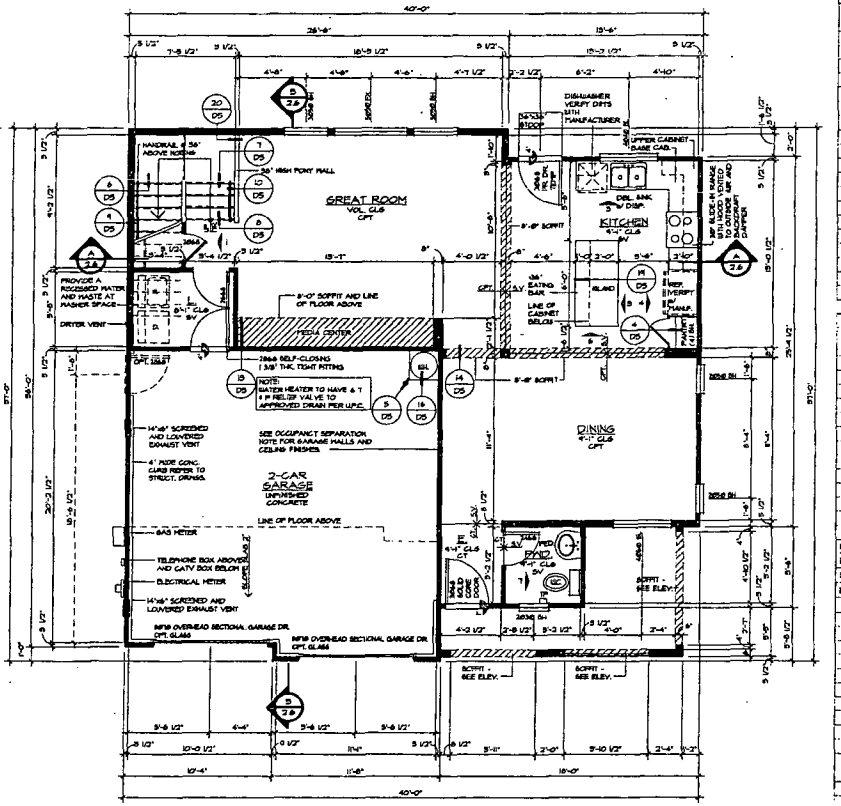
OPTIONAL FIREPLACE

SCALE: 1/4" = 1'-0"



SECOND FLOOR PLAN "A"

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN "A"

SCALE: 1/4" = 1'-0"

DRYER VENT

4" DIAMETER SMOOTH .016" THICK SOLID METAL DRYER VENT WITH BACK DRAFT DAMPER. PROVIDE 1 HOUR FIRE CAULK F PIPE PENETRATES A FIRE WALL. TOTAL LENGTH MAY NOT EXCEED 14' WITH 2 ELBOWS. DUCT LENGTHS EXCEEDING 14' SHALL BE DESIGNED BY A NEVADA LICENSED MECHANICAL ENGINEER.

IRC STAIR TREADS & RISERS

THE MAXIMUM RISER HEIGHT SHALL BE 8" AND THE MINIMUM TREAD DEPTH SHALL BE 9". THE RISER HEIGHT IS TO BE MEASURED VERTICALLY BETWEEN LEADING EDGES OF THE ADJACENT TREADS. THE TREAD DEPTH SHALL BE MEASURED HORIZONTALLY BETWEEN THE VERTICAL PLANES OF THE FOREMOST PROJECTION OF THE ADJACENT TREADS AND AT A RIGHT ANGLE TO THE TREADS LEADING EDGE.

IRC EMERGENCY BEDROOM EGRESS

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IRC GLAZING NOTES

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4. ALL GLAZING SHALL BE DUAL PANE INSULATING GLASS U.N.O.

IRC OCCUPANCY SEPARATION NOTES

OPENING PROTECTION:
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SEPARATION REQUIRED:
THE GARAGE SHALL BE SEPARATED FROM THE RESIDENCE AND ITS ATTIC AREA BY NOT LESS THAN 5/8" TYPE 'X' GYP. BOARD APPLIED TO THE GARAGE SIDE. WHERE THE SEPARATION SHALL ALSO BE PROTECTED BY NOT LESS THAN 5/8" TYPE 'X' GYP. BOARD OR EQUIVALENT, PER INTERNATIONAL RESIDENTIAL CODE

AREA CALCULATION

FIRST FLOOR	934 SF
SECOND FLOOR	745 SF
TOTAL LIVING AREA	1679 SF
GARAGE	451 SF
PORCH	84 SF

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SEP 02 2004

RICHMOND AMERICAN HOMES
50 X 75 LOTS
HENDERSON NEVADA

SET INDEX

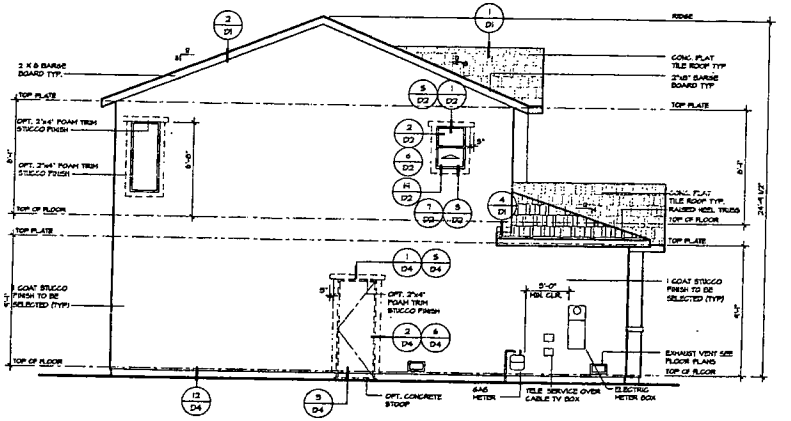
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PLAN
TWO
SHEET
2.1

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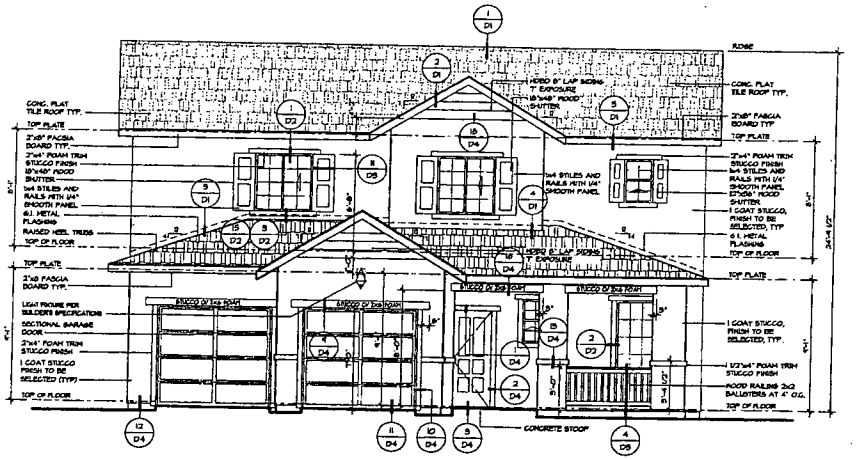
REVISED
9.1.04

WVR-4833
SDR-4832
9/23/04 PC



LEFT ELEVATION "A"

SCALE: 1/4" = 1'-0"



FRONT ELEVATION "A"

SCALE: 1/4" = 1'-0"

RICHMOND AMERICAN HOMES

50' X 75' LOTS
HENDERSON, NEVADA

SET INDEX

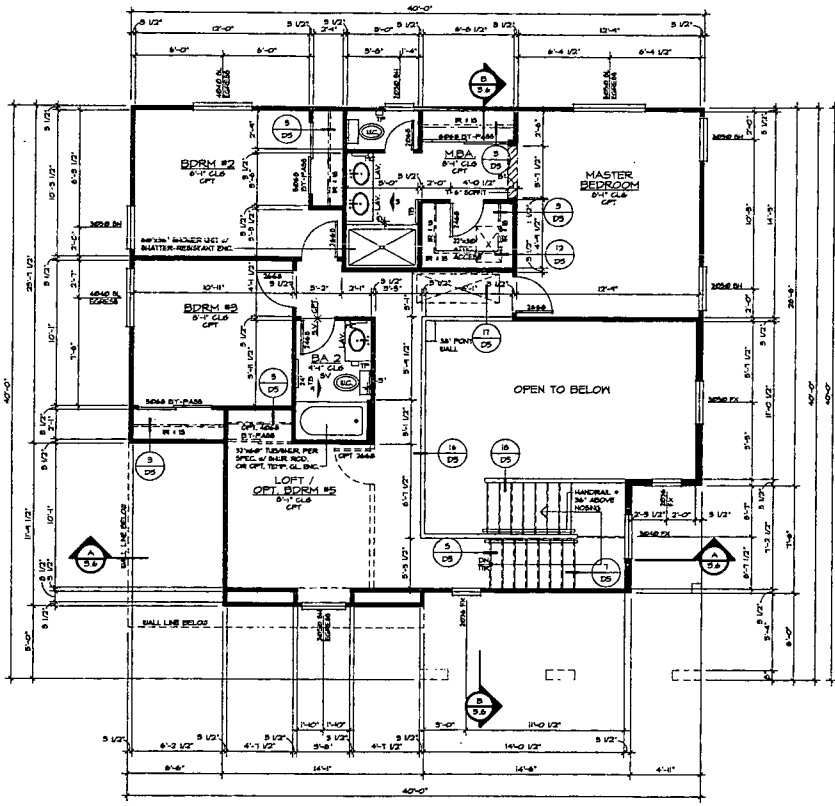
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PLAN
TWO

SHEET
2|3

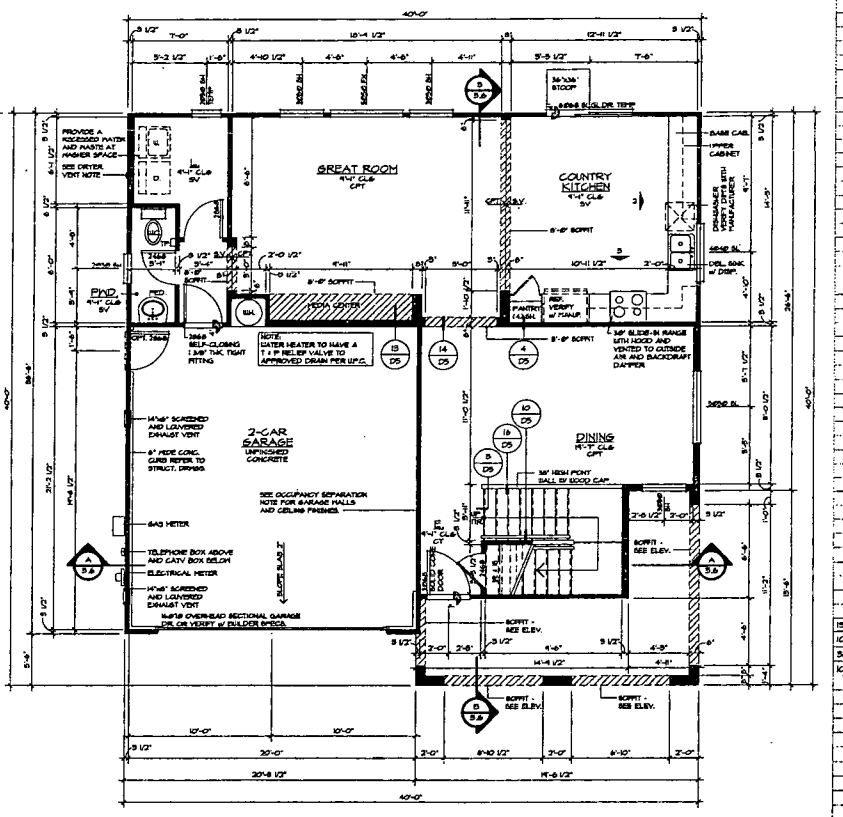
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SDR-4832
9/23/04 PC

REVISED
9.1.04



SECOND FLOOR PLAN "A"

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN "A"

SCALE: 1/4" = 1'-0"

DRYER VENT

4" DIAMETER SMOOTH .016" THICK SOLID METAL DRYER VENT WITH BACK DRAFT DAMPER. PROVIDE 1 HOUR FIRE CAULK IF PIPE PENETRATES A FIRE WALL. TOTAL LENGTH MAY NOT EXCEED 14' WITH 2 ELBOWS. DUCT LENGTHS EXCEEDING 14' SHALL BE DESIGNED BY A NEVADA LICENSED MECHANICAL ENGINEER.

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AREA CALCULATION

	'A'
FIRST FLOOR	536 SF
SECOND FLOOR	548 SF
TOTAL LIVING AREA	1084 SF
GARAGE	431 SF
PORCH	84 SF

RECEIVED
SEP 02 2004

MICHAEL WOODLEY

RICHMOND AMERICAN HOMES

50' X 75' LOTS
HENDERSON NEVADA

SET INDEX

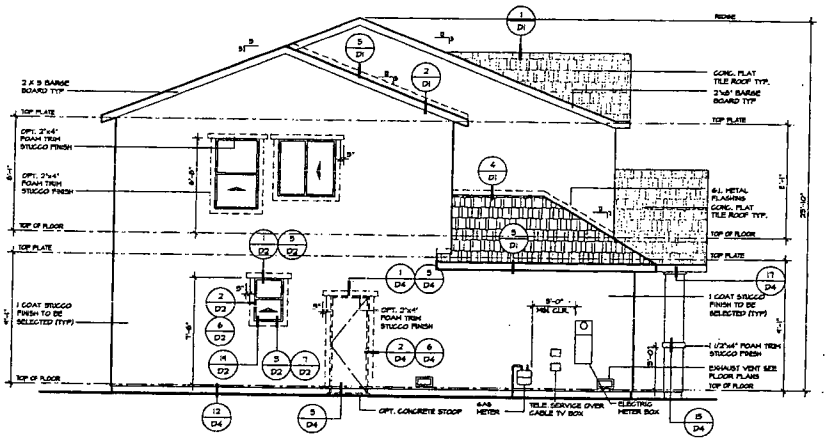
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30% REVIEW	05-04-04
100% SET	05-24-04

PLAN
THREE

SHEET
3.1

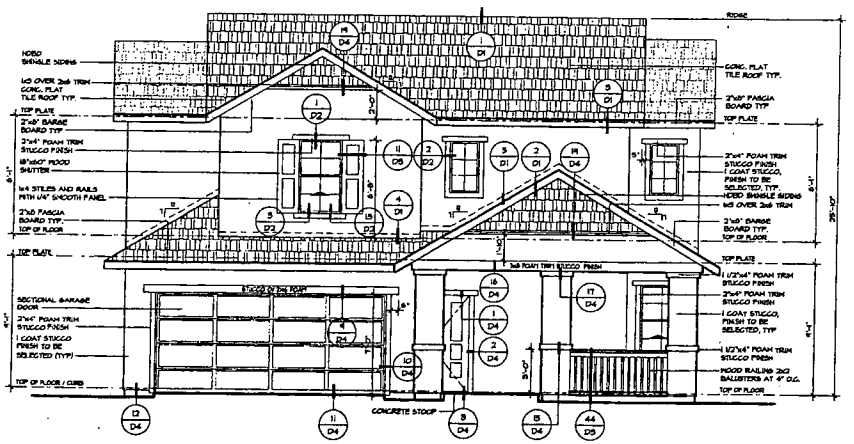
REVISED
9.1.04

WVR-4833
SDR-4832
9/23/04 PC



LEFT ELEVATION "A"

SCALE: 1/4" = 1'-0"



FRONT ELEVATION "A"

SCALE: 1/4" = 1'-0"

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RICHMOND AMERICAN HOMES

SET INDEX

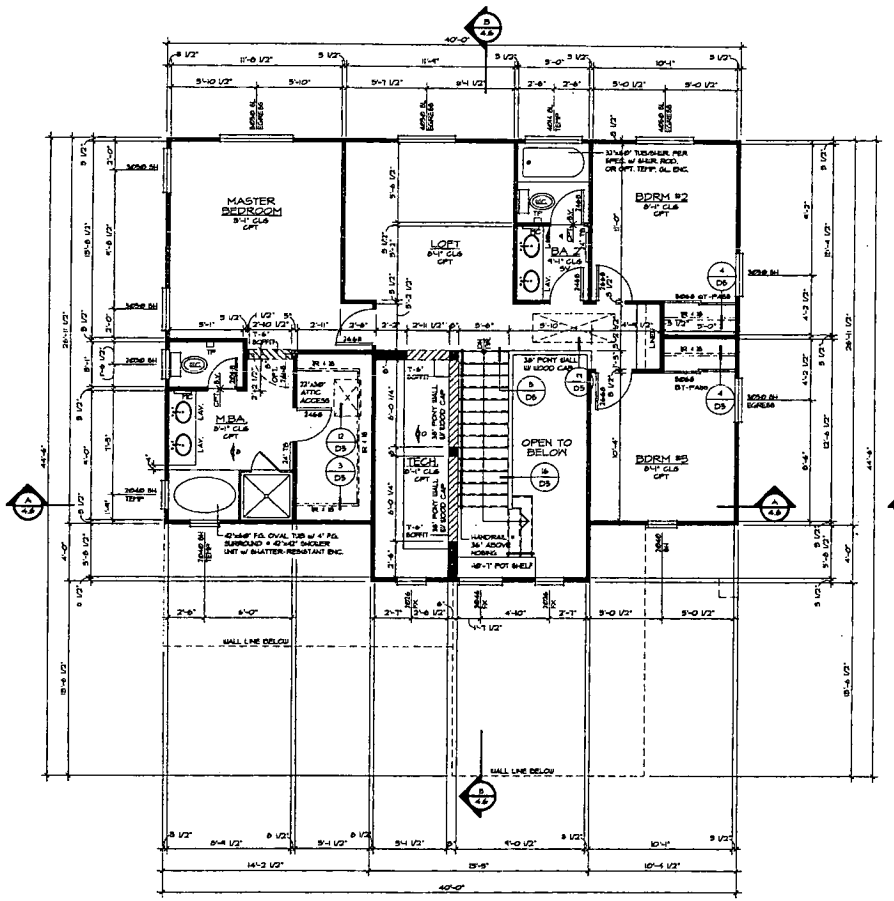
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PLAN THREE

SHEET 313

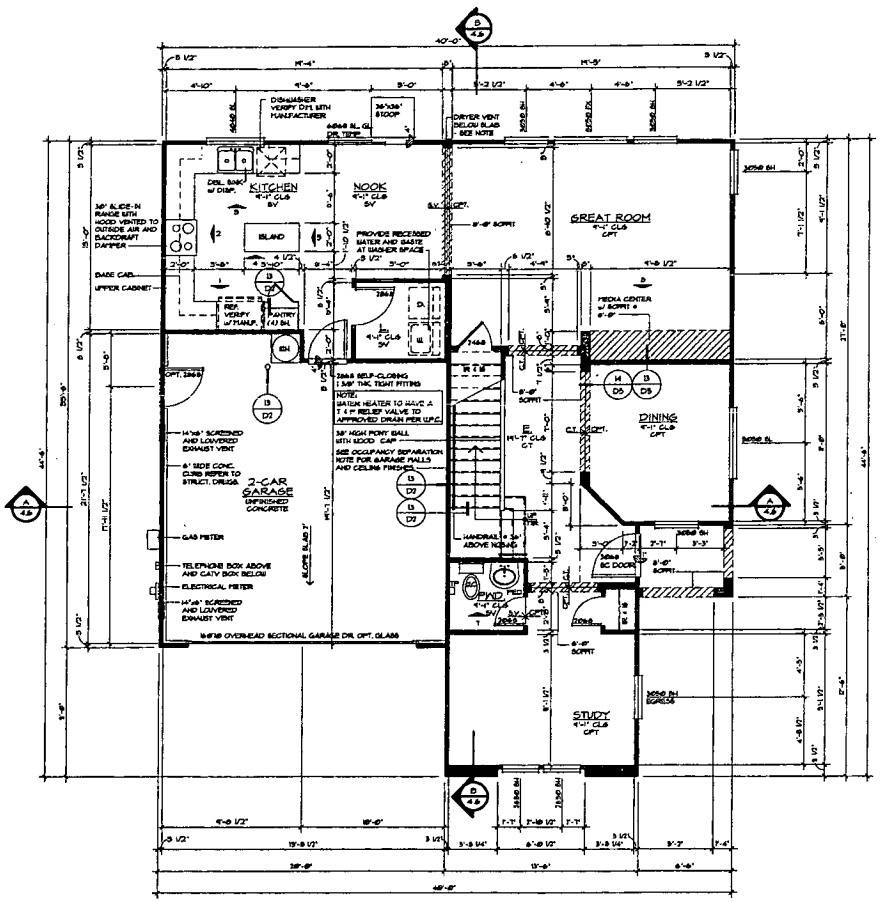
REVISED 9.1.04

WVR-4833
SDR-4832
9/23/04 PC



SECOND FLOOR PLAN "A"

SCALE: 1/4" = 1'-0"



FIRST FLOOR PLAN "A"

SCALE: 1/4" = 1'-0"

DRYER VENT

4" DIAMETER SMOOTH .016" THICK SOLID METAL DRYER VENT WITH BACK DRAFT DAMPER. PROVIDE 1 HOUR FIRE CAULK IF PIPE PENETRATES A FIRE WALL. TOTAL LENGTH MAY NOT EXCEED 14' WITH 2 ELBOWS. DUCT LENGTHS EXCEEDING 14' SHALL BE DESIGNED BY A NEVADA LICENSED MECHANICAL ENGINEER.

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AREA CALCULATION

	'A'
FIRST FLOOR	1062 SF
SECOND FLOOR	996 SF
TOTAL LIVING AREA	2058 SF
GARAGE	418 SF
PORCH	33 SF

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RICHMOND AMERICAN HOMES

SHEET INDEX

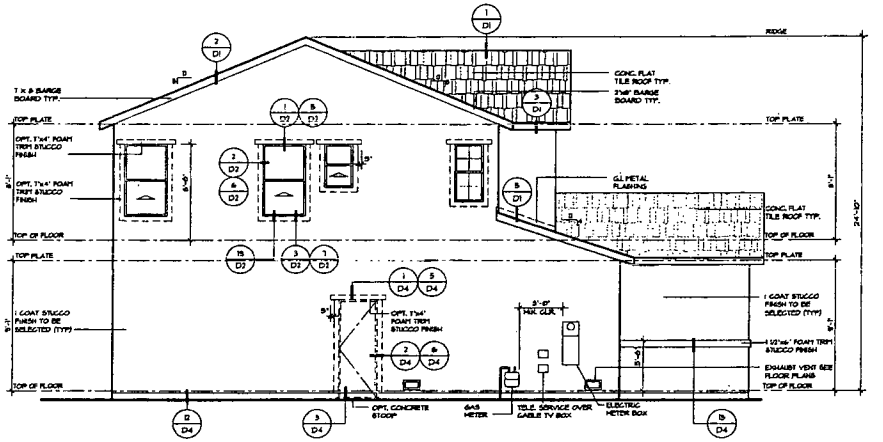
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100% SET	05-24-04

PLAN FOUR

SHEET 4.1

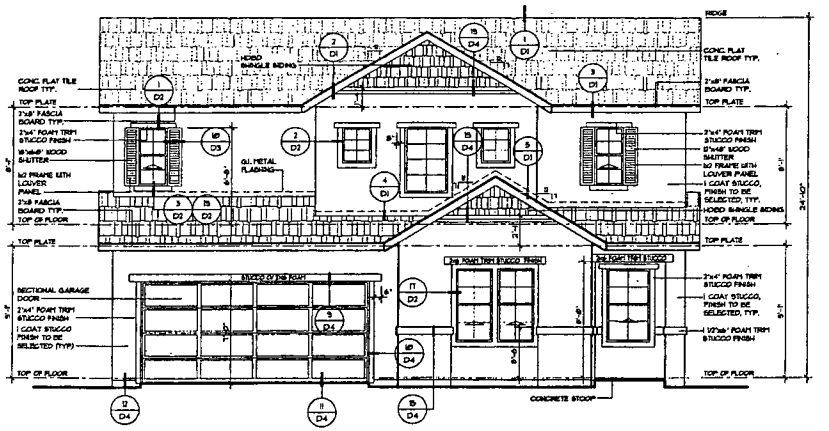
REVISED
9.1.04

WVR-4833
SDR-4832
9/23/04 PC



LEFT ELEVATION "A"

SCALE: 1/4" = 1'-0"



FRONT ELEVATION "A"

SCALE: 1/4" = 1'-0"

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SEP 0 2 2004

RICHMOND AMERICAN HOMES

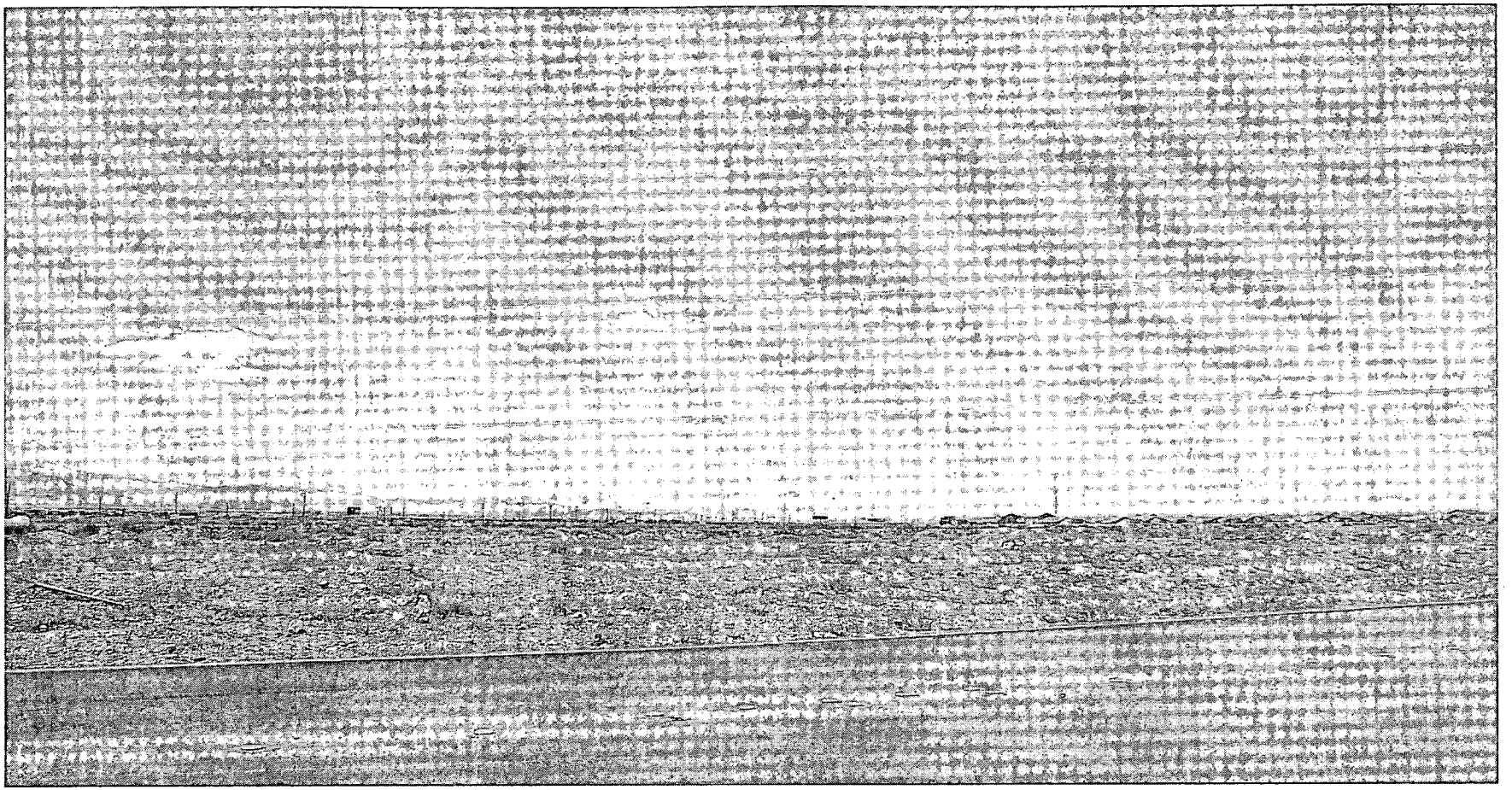
50' X 75' LOTS
HENDERSON, NEVADA

SET INDEX

ISSUE	DATE
10% REVIEW	04-21-04
50% REVIEW	05-24-04
100% SET	09-24-04

PLAN
FOUR

SHEET
4.3



SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - SDR-4832- APPLICANT: RICHMOND AMERICAN HOMES - OWNER: RANDEER, LIMITED LIABILITY COMPANY
NORTHWEST CORNER OF CIMARRON ROAD AND DEER SPRINGS WAY
SEPTEMBER 23, 2004 PLANNING COMMISSION

7/29/04

City of Las Vegas

Agenda Item No. 83

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT GENZER ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

MAJOR MODIFICATION TO THE LONE MOUNTAIN MASTER DEVELOPMENT PLAN

MOD-4632 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Major Modification to the Lone Mountain Master Development Plan FROM: VC (VILLAGE COMMERCIAL) TO: MLA (MEDIUM-LOW ATTACHED RESIDENTIAL) on 3.7 acres adjacent to the southwest corner of Buckskin Avenue and Shady Timber Street (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development), Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	**Planning Commission Mtg.**	0
City Council Meeting	0	**City Council Meeting**	0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

BROWN - APPROVED subject to conditions - UNANIMOUS

MINUTES:

MAYOR GOODMAN declared the Public Hearing open on Item 83 [MOD-4632], Item 84 [WVR-4754] and Item 85 [SDR-4751].

ATTORNEY BOB GRONAUER, Kummer Kaempfer Bonner & Renshaw, 3800 Howard Hughes Parkway, appeared on behalf of the applicant and indicated that the request is for a major modification from Village Commercial to Medium-Low Attached. The project will be a duplex and fourplex development, which will fit with the multi-family development to the north and the Wal-Mart shopping center to be located to the south.

COUNCILMAN BROWN pointed out that Condition 24 requests that the applicant meet with the Fire Protection Engineering Section of the Department of Fire Services; therefore, he confirmed with ATTORNEY GROUNAUER that the 100-foot long streets with cul-de-sacs will meet the approval of the Department of Fire Services. ATTORNEY GROUNAUER clarified with BART ANDERSON, Public Works Department, the traffic study update is only for the impact of their property and not for the entire Lone Mountain West area.

No one appeared in opposition.

MINUTES - Continued:

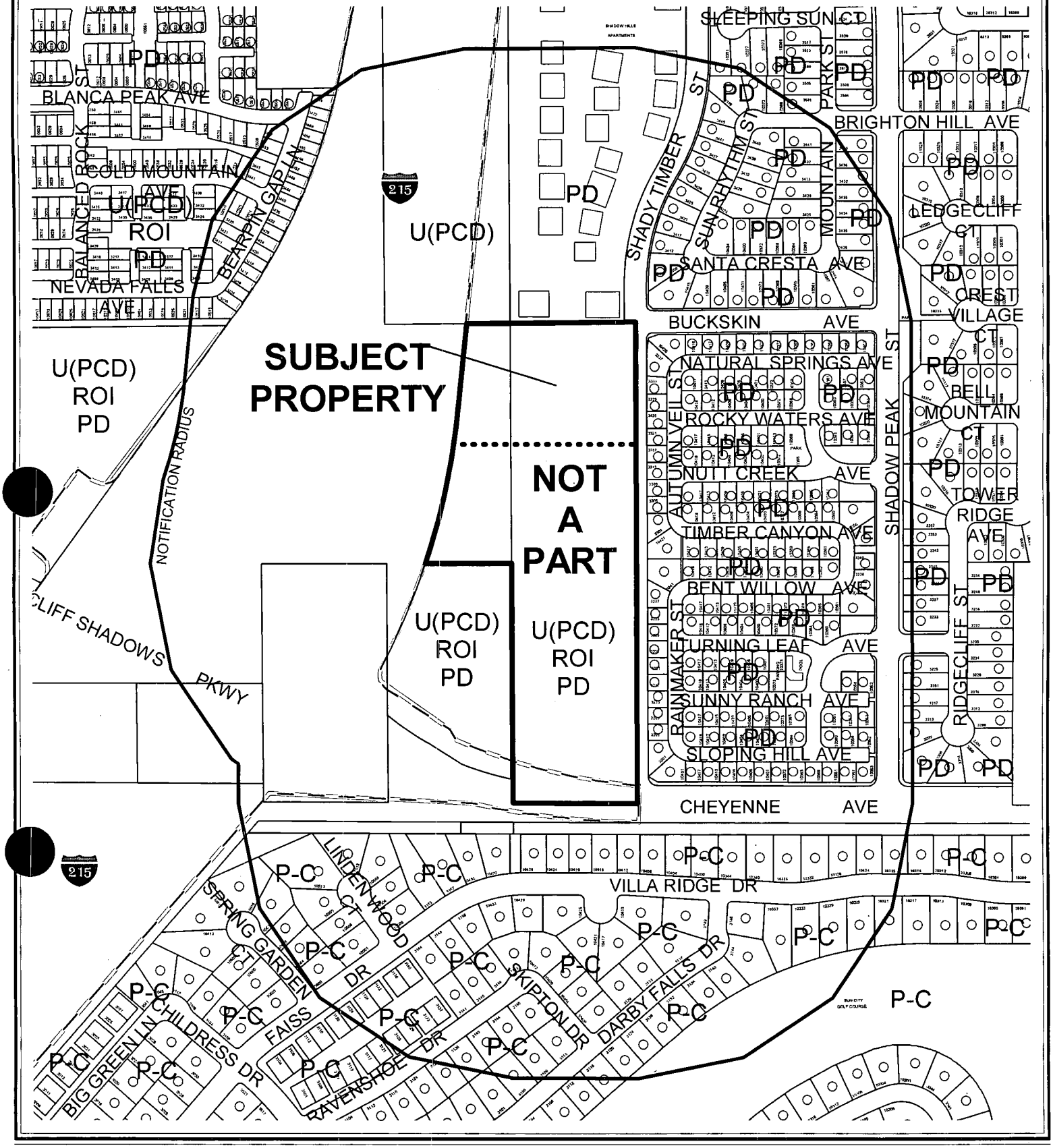
MAYOR GOODMAN declared the Public Hearing closed on Item 83 [MOD-4632], Item 84 [WVR-4754] and Item 85 [SDR-4751].
(1:36 - 1:48)
3-1073

CONDITIONS:

Planning and Development

1. Approval of a Waiver (WVR-4754) of Title 18 intersection separation requirements and a Site Development Plan Review (SDR-4751) by the City Council.

2. Conformance to the Lone Mountain Master Development Plan, except as amended by this request.



0 300 600 Feet

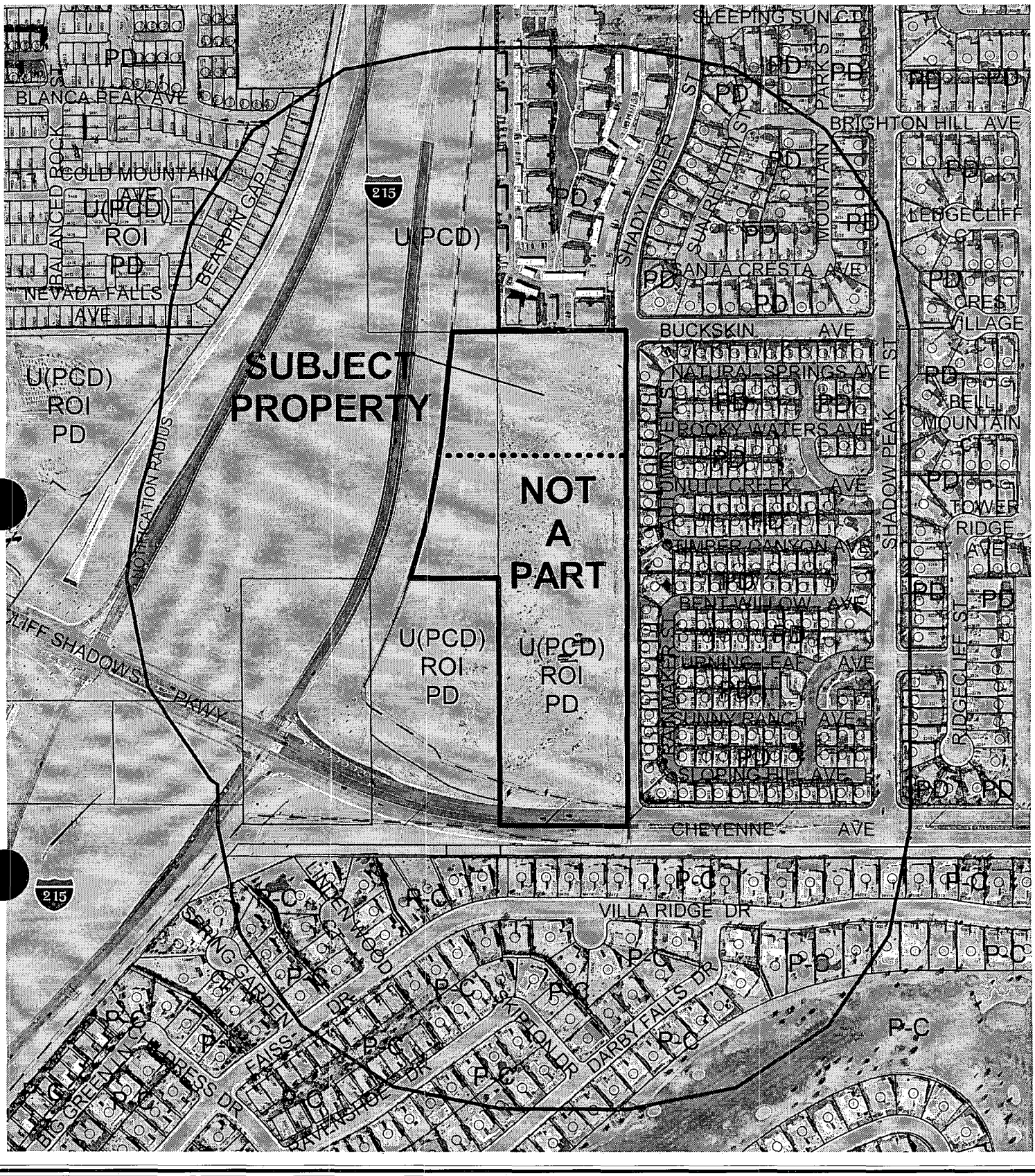
CASE: **MOD-4632**

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO PD (PLANNED DEVELOPMENT) [VILLAGE COMMERCIAL LONE MOUNTAIN WEST SPECIAL LAND USE DESIGANATION - PROPOSED: MEDIUM-LOW ATTACHED RESIDENTIAL]

N



0 300 600 Feet

CASE: **MOD-4632**

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO PD (PLANNED DEVELOPMENT) [VILLAGE COMMERCIAL LONE MOUNTAIN WEST SPECIAL LAND USE DESIGANATION - PROPOSED: MEDIUM-LOW ATTACHED RESIDENTIAL]

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: MOD-4632 - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL, subject to:

Planning and Development

1 Approval of a Waiver (WVR-4754) of Title 18 intersection separation requirements and a Site Development Plan Review (SDR-4751) by the City Council.

2. Conformance to the Lone Mountain Master Development Plan, except as amended by this request.

** STAFF REPORT **

APPLICATION REQUEST

A) Action Requested

This request is for a Major Modification to the Lone Mountain Master Plan from VC (Village Commercial) to MLA (Medium-Low Attached Residential) on 3.7 acres adjacent to the southwest corner of Buckskin Avenue and Shady Timber Street. Submitted in conjunction with this request are applications for a Waiver (WVR-4754) and a Site Development Plan Review (SDR-4751).

B) Applicant's Justification

The applicant has submitted a letter of justification for this modification, making several statements to justify the subject request. These statements are as follows:

> "We feel the proposed single-family development will be more compatible with the surrounding community. We believe that the need for single-family homes in this area of Lone Mountain is far greater than the need for additional commercial developments and will act as a good transitional land use buffer to the proposed Village Commercial to the south... We believe that the burdens imposed by the current zoning classification of Village Commercial on the surrounding neighborhood are far greater than those imposed by amending the plan to Medium-Low Attached (MLA) for a residential development...The request for a (Modification) from PD/VC to PD/MLA, does in theory, continue to promote the (Lone Mountain) Plan objectives for this area. We believe that the MLA designation at this location will be a good transition between the existing land uses and the proposed Village Commercial on the remaining portion of this parcel adjacent to this site."

BACKGROUND INFORMATION

A) Actions

09/07/94 The City Council approved a request to annex (A-0006-94) approximately 203 acres of land to the city, including the subject parcel. The Planning Commission recommended approval of this request on June 9, 1994. The effective date of this annexation was September 16, 1994.

06/23/97 The City Council approved a request for Rezoning (Z-0033-97) from C-V (Civic), N-U (Non-Urban) and N-U (Non-Urban) under Resolution of Intent to R-CL (Single Family Compact Lot) and R-PD9 (Residential Planned Development - 9 Units Per Acre). The Planning Commission and staff recommended approval of this request on June 12, 1997.

03/17/04 The City Council approved a Site Development Plan Review (SDR-3651) and a Waiver of the foundation-landscaping buffer for a proposed 87,790 square-foot retail center. The Planning Commission and staff recommended approval of these requests on February 12, 2004.

03/17/04 The City Council approved a Special Use Permit (SUP-3653) for a Liquor Establishment (Off-Premise Consumption) in conjunction with a proposed grocery store. The Planning Commission and staff recommended approval of this request on February 12, 2004.

04/07/04 The City Council approved an application for a Major Modification (MOD-3758) to the Lone Mountain Master Development Plan, to add "Mini-Warehouse Facility" to the VC (Village Commercial) special land use designation. The Planning Commission and staff recommended approval of this request on March 11, 2004.

04/07/04 The City Council approved an application for a Special Use Permit (SUP-4009) for a Mini-Warehouse Facility. The Planning Commission and staff recommended approval of this request on March 11, 2004.

04/07/04 The City Council approved an application for a Site Development Plan Review (SDR-3759) for a 97,750 square-foot Mini-Warehouse Facility. The Planning Commission and staff recommended approval on March 11, 2004.

08/12/04 The Planning Commission held this item in abeyance to the August 26, 2004 Planning Commission Meeting to address design concerns.

08/26/04 The Planning Commission held this item in abeyance to the September 9, 2004 Planning Commission Meeting to further address design concerns.

09/09/04 The Planning Commission held this and all other related items in abeyance to the September 23, 2004 meeting since the applicant's representative could not be present.

09/23/04 The Planning Commission recommended approval of related items (WVR-4754 and SDR-4751).

09/23/04 The Planning Commission voted 5-0-1 to recommend APPROVAL (PC Agenda Item #25).

B) Pre-Application Meeting

07/22/04 The staff met with the prospective applicant to review the proposed development of the subject site. It was indicated that a Major Modification would be required to alter the Lone Mountain Master Plan.

C) Neighborhood Meetings

No neighborhood meeting was required nor was one held.

DETAILS OF APPLICATION REQUEST

A) Site Area

Acres: 3.7

B) Existing Land Use

Subject Property:	Undeveloped
North:	Multi-Family Residential
South:	Undeveloped
East:	Single-Family Residential
West:	I-215 Beltway

C) Planned Land Use

Subject Property:	PCD (Planned Community Development – Village Commercial)
North:	PCD (Planned Community Development – Medium Density Residential)
South:	PCD (Planned Community Development – Village Commercial)
East:	PCD (Planned Community Development – Medium Low Attached Density Residential)
West:	I-215 Beltway

D) Existing Zoning

Subject Property:	U (Undeveloped) Zone, under Resolution of Intent to PD (Planned Development)
North:	U (Undeveloped) Zone and PD (Planned Development)
South:	U (Undeveloped) Zone under Resolution of Intent to PD (Planned Development)
East:	PD (Planned Development)
West:	I-215 Beltway

E) General Plan Compliance

This property is designated as PCD (Planned Community Development) in the Centennial Hills Sector Plan of the General Plan. The subject site is included within the proposed Lone Mountain Master Plan area and is designated Village Commercial. The subject request is to change the Village Commercial land use classification of the Lone Mountain Master Plan to MLA (Medium-Low Attached Residential). Both of these land use designations of the Lone Mountain Master Plan are permitted within the PCD (Planned Community Development) in the Centennial Hills Sector Plan of the General Plan.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan		
Lone Mountain Master Plan	X	
Special Overlay District		X
Trails		X
Rural Preservation Neighborhood		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

The subject property is located within the Lone Mountain Master Plan area.

ANALYSIS

A) Zoning Code Compliance

The applicant proposes to develop a 44-lot single-family attached residential development on the subject 3.7-acre site. The subject request to change the Village Commercial land use classification of the Lone Mountain Master Plan to MLA (Medium-Low Attached Residential) would be required to permit the development.

B) General Analysis and Discussion

The Lone Mountain Master Plan is a carefully conceived plan with varying types of land uses for a balanced community. Of these land uses, 59.9 acres of the 754.5-acre area are to be set aside for retail, personal service, professional service and business service commercial uses that provide for an immediate benefit to the residents in a projected 3,348 residential units at total build out. The subject request is to convert 3.7 acres of the commercial area to a single-family residential development. The closest commercial uses to the Lone Mountain area are several miles away and not convenient to providing for the daily needs of the residents that a neighborhood commercial area provides.

The subject tract was previously set aside as an area for mini-warehouses, which is a good use of the property in providing a personal service to the residents of the Lone Mountain area. It also is a good use as a transition from the commercial development (Wal-Mart) proposed south of the property to residential development to the north and east. Conversely, single-family residential development is not a transitional use, as it is precisely the type of use that needs to be protected from commercial development. For these reasons, it is recommended that the subject request for a Major Modification be denied.

NOTICES MAILED 335 by Planning Department

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: MOD-4632 APN: 137-12-401-022 137-12-801-001

Name of Property Owner: SHADOW HILLS PLAZA LLC

Name of Applicant: ROYAL CONSTRUCTION

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: [signature]

Print Name: Philip H. Davis

Subscribed and sworn before me

This 25th day of June, 2004

[signature]

Notary Public in and for said County and State

JODIE LYNNE CRUM
Notary Public State of Nevada
No. 99-51690-1
My appt. exp. Feb. 17, 2007

City of Las Vegas

Agenda Item No. 84

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: ROBERT GENZER ☐ CONSENT ☒ DISCUSSION

SUBJECT:
WAIVER TO TITLE 18 RELATED TO MOD-4632

WVR-4754 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for Waivers of TITLE 18.12.160 TO ALLOW A 210-FOOT SEPARATION DISTANCE BETWEEN INTERSECTIONS WHERE A MINIMUM OF 220 FEET IS REQUIRED WHEN PROVIDING EXTERNAL ACCESS FROM A SUBDIVISION TO AN EXISTING STREET HAVING A RIGHT-OF-WAY WIDTH OF 60 FEET OR MORE AND OF 18.12.130 TO ALLOW A PRIVATE DRIVE GREATER THAN 150 FEET WITHOUT A CIRCULAR TURN-AROUND OR EMERGENCY SERVICE VEHICLE ACCESS GATE, IN CONJUNCTION WITH A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:
1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:
BROWN - APPROVED subject to conditions - UNANIMOUS

MINUTES:
NOTE: See Item 83 [MOD-4632] for all related discussion.
(1:36 - 1:48)
3-1073

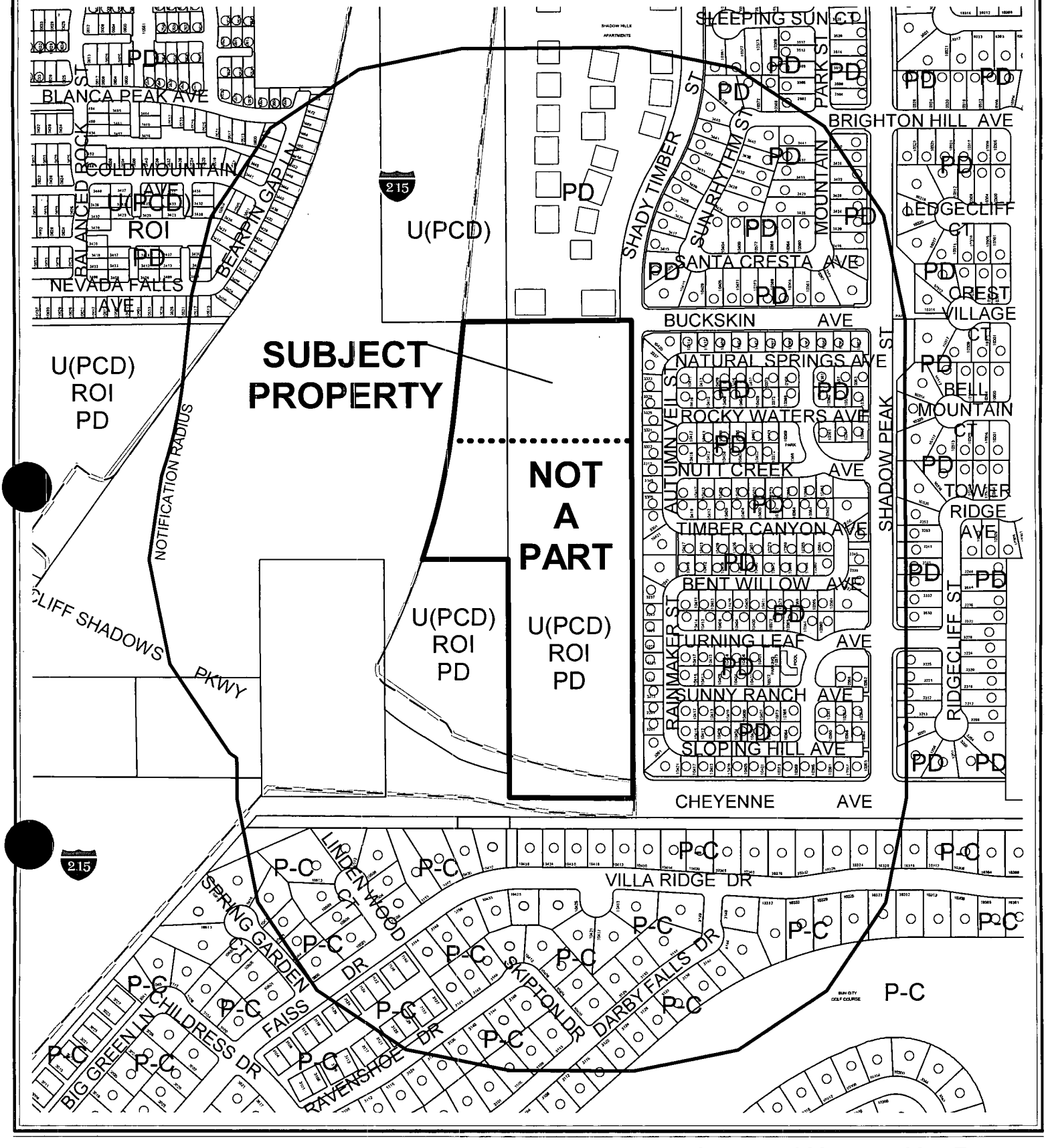
CONDITIONS:
Planning and Development
1. Approval of a Major Modification (MOD-4632) of the Lone Mountain Master Plan to MLA (Medium-Low Attached Residential) and a Site Development Plan Review (SDR-4751) by the City Council.

2. A fire suppression system be provided to those units located adjacent to Shady Timber Street.

CONDITIONS - Continued:

3. All City Code Requirements and all City Departments design standards shall be met, other than those waived or varied through this and companion applications.

4. Comply with all applicable conditions of approval for SDR-4751 and all other applicable site-related actions.



0 300 600 Feet

CASE: **WVR-4754**

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO PD (PLANNED DEVELOPMENT) [VILLAGE COMMERCIAL LONE MOUNTAIN WEST SPECIAL LAND USE DESIGANATION - PROPOSED: MEDIUM-LOW ATTACHED RESIDENTIAL]

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: WVR-4754 - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL, subject to:

Planning and Development

1. Approval of a Major Modification (MOD-4632) of the Lone Mountain Master Plan to MLA (Medium-Low Attached Residential) and a Site Development Plan Review (SDR-4751) by the City Council.

2. A fire suppression system be provided to those units located adjacent to Shady Timber Street.

3. All City Code Requirements and all City Departments design standards shall be met, other than those waived or varied through this and companion applications.

4. Comply with all applicable conditions of approval for SDR-4751 and all other applicable site-related actions.

** STAFF REPORT **

APPLICATION REQUEST

A) Action Requested

This is a Request for a Waiver to Title 18.12.160 to allow a 210-foot separation between intersections where a minimum of 220 feet is required and for a Waiver to Title 18.12.130 to allow a private drive greater than 150 feet in length without a circular turn-around or emergency service vehicle access gate for a proposed single-family attached residential development on property adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue.

B) Applicant's Justification

The applicant has justified this request by indicating that the Waivers would allow for the efficient planning of the site and be a project that is more visually appealing.

BACKGROUND INFORMATION

A) Actions

09/07/94 The City Council approved a request to annex (A-0006-94) approximately 203 acres of land to the city, including the subject parcel. The Planning Commission recommended approval of this request on June 9, 1994. The effective date of this annexation was September 16, 1994.

06/23/97 The City Council approved a request for Rezoning (Z-0033-97) from C-V (Civic) and N-U (Non-Urban) under Resolution of Intent to R-CL (Single Family Compact Lot) and R-PD9 (Residential Planned Development - 9 Units Per Acre). The Planning Commission and staff recommended approval of this request on June 12, 1997.

03/17/04 The City Council approved a Site Development Plan Review (SDR-3651) and a Waiver of the foundation-landscaping buffer for a proposed 87,790 square-foot retail center. The Planning Commission and staff recommended approval of these requests on February 12, 2004.

03/17/04 The City Council approved a Special Use Permit (SUP-3653) for a Liquor Establishment (Off-Premise Consumption) in conjunction with a proposed grocery store. The Planning Commission and staff recommended approval of this request on February 12, 2004.

04/07/04 The City Council approved an application for a Major Modification (MOD-3758) to the Lone Mountain Master Development Plan, to add "Mini-Warehouse Facility" to the VC (Village Commercial) special land use designation. The Planning Commission and staff recommended approval of this request on March 11, 2004.

04/07/04 The City Council approved an application for a Special Use Permit (SUP-4009) for a Mini-Warehouse Facility. The Planning Commission and staff recommended approval of this request on March 11, 2004.

04/07/04 The City Council approved an application for a Site Development Plan Review (SDR-3759) for a 97,750 square-foot Mini-Warehouse Facility. The Planning Commission and staff recommended approval on March 11, 2004.

08/12/04 The Planning Commission held this item in abeyance to the 08/26/04 Planning Commission Meeting to address design concerns.

08/26/04 The Planning Commission held this item in abeyance to the 09/09/04 Planning Commission Meeting to address design concerns.

09/09/04 The Planning Commission held this and all other related items in abeyance to the 09/23/04 meeting since the applicant's representative could not be present.

09/23/04 The Planning Commission recommended approval of related items (MOD-4632 and SDR-4751).

09/23/04 The Planning Commission voted 5-0-1 to recommend APPROVAL (PC Agenda Item #26).

B) Pre-Application Meeting

06/18/04 The staff and applicant discussed the details of a proposed development of the subject site. The staff indicated that a Waiver would be required in Title 18.12.160 to allow a 210-foot separation between intersections where a minimum of 220 feet is required. (At the pre-application conference, the length of the cul-de-sac was not an issue.)

C) Neighborhood Meetings

No neighborhood meeting was required or held.

DETAILS OF APPLICATION REQUEST

A) Site Area

Acres: 3.7

B) Existing Land Use

Subject Property:	Undeveloped
North:	Multi-Family Residential
South:	Undeveloped
East:	Single-Family Residential
West:	I-215 Beltway

C) Planned Land Use

Subject Property:	PCD (Planned Community Development – Village Commercial)
North:	PCD (Planned Community Development – Medium Density Residential)
South:	PCD (Planned Community Development – Village Commercial)
East:	PCD (Planned Community Development – Medium Low Attached Density Residential)
West:	I-215 Beltway

D) Existing Zoning

Subject Property:	U (Undeveloped) Zone, Under Resolution of Intent to PD (Planned Development)
North:	U (Undeveloped) Zone and PD (Planned Development)
South:	U (Undeveloped) Zone, Under Resolution of Intent to PD (Planned Development)
East:	PD (Planned Development)
West:	I-215 Beltway

PROJECT DESCRIPTION

The subject 3.7-acre site is located adjacent to Shady Timber Street, a 60-foot wide local street. A site plan that accompanies this request indicates the subdivision will consist of 44 single-family lots off a cul-de-sac that connects to Shady Timber Street.

ANALYSIS

A) Zoning Code Compliance

The applicant seeks two Waivers; the first is to waive the requirement of Title 18.12.160, which prescribes the minimum distance between intersections of streets providing internal access to subdivisions with other streets of 60 feet or more in width. This requirement states:

> "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 and 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."

The applicant suggests that the proposed design of a 210-foot separation will still allow adequate stacking and turning movements between the cul-de-sac entrance of the development and the Shady Timber Street / Buckskin Avenue intersection. The applicant also indicates that reconfiguration of these access points is not possible without substantially compromising the concept and design of the project.

The second request is for a Waiver in Title 18.12.130, which requires that private drives greater than 150 feet in length be provided with a circular turn-around or emergency service vehicle access gate.

The applicant states that for visual purposes, the dwelling units along Shady Timber Street would consist of three buildings with two units in each building in lieu of one building with four units and one building with two units. This results in the private drive accessing the units to be 167 feet long or 17 feet longer than permitted to avoid installing a turnaround or emergency access gate. In lieu of the required turnaround or emergency access gate, the applicant is agreeable to providing a fire suppression system (sprinkler system) to each unit.

FINDINGS

As to the Waiver in the spacing requirement between street intersections, the proposed design does not appear to present turning conflicts, nor is it expected to hinder area traffic flows. The hardship generating the request for the Waiver is real, given the shape and location of the parcel and scale of the project. As to the Waiver of the provision of a turnaround or emergency access gate to a cul-de-sac longer than 150 feet, a fire suppression system to each unit would ameliorate this need.

However, a single-family attached development of the subject property is not recommended. There fore, it is recommended that the subject request and accompanying requests for a Major Modification (MOD-4632) and a Site Development Plan Review (SDR-4751) to allow the subject development be denied.

NOTICES MAILED 335 by Planning Department

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: WVR-4754 APN: 137-12-401-022 137-12-801-001

Name of Property Owner: SHADOW HILLS PLAZA LLC

Name of Applicant: ROYAL CONSTRUCTION

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: [signature]

Print Name: Philip H. Davis

Subscribed and sworn before me

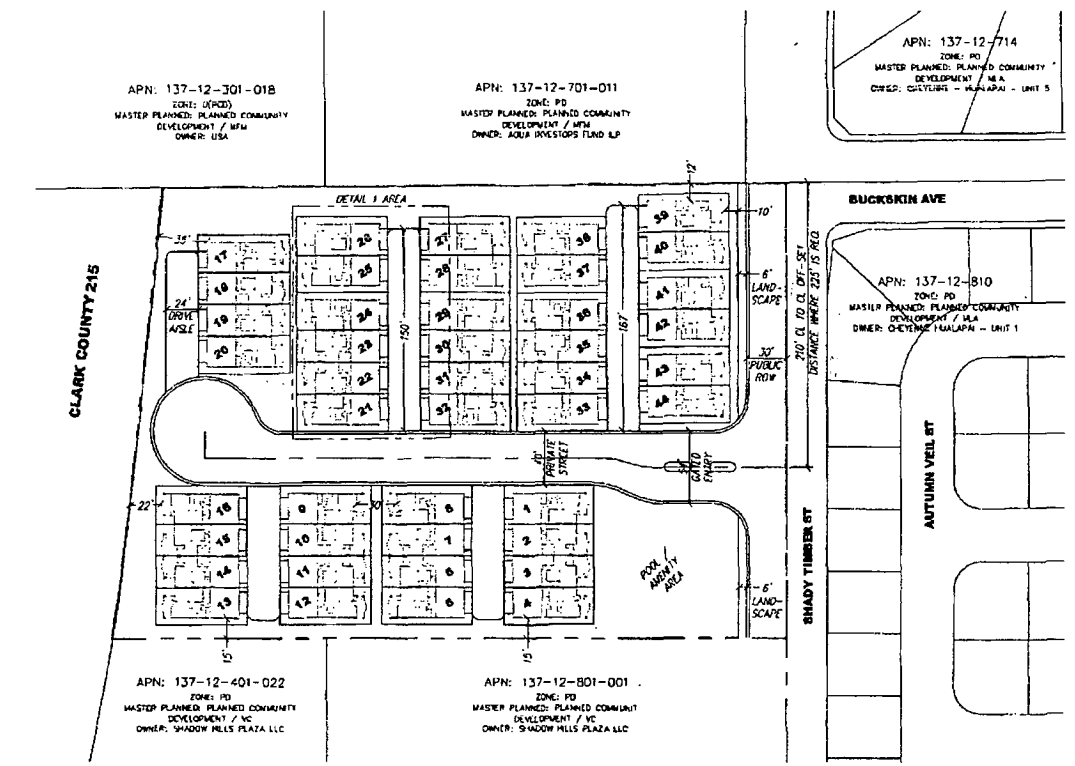
This 25th day of June, 2004

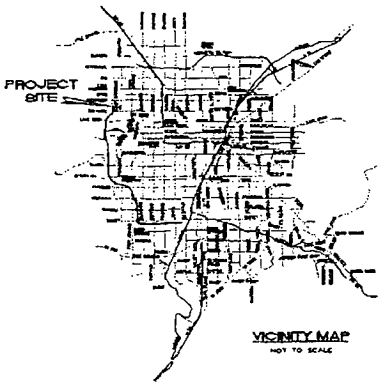
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Notary Public in and for said County and State

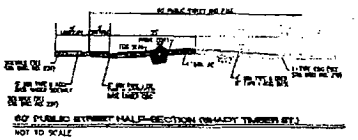
JODIE LYNNE CRUM
Notary Public State of Nevada
No. 99-51690-1
My appt. exp. Feb. 17, 2007

SPINNAKER VILLAGE III

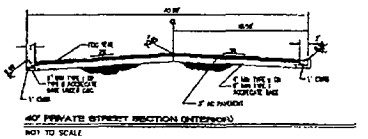




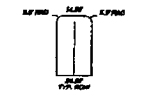
VICINITY MAP
NOT TO SCALE



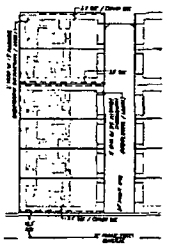
60' PUBLIC STREET HALF-SECTION (SHADY TIMBER ST.)
NOT TO SCALE



40' PRIVATE STREET SECTION (INTERIOR)
NOT TO SCALE



TYPICAL 24' DRIVE AISLE
(NOT GREATER THAN 150' in LENGTH)



TYPICAL DEVELOPMENT STANDARDS DETAIL
NO SCALE

DEVELOPER
ROYAL CONSTRUCTION
4775 W. DESTINE AVE.
SUITE 103
LAS VEGAS, NEVADA
(702) 873-7773

OWNERS
SHADOW HILLS PLAZA LLC
2775-B S. RAINBOW BLVD.
SUITE 208
LAS VEGAS, NEVADA 89146

ASSESSORS PARCEL NUMBER:
PORT. OF 137-12-801-001 &
PORT. OF 137-12-401-022

OVERALL TABULATIONS

EXISTING ZONING	VILLAGE COMMERCIAL
EXISTING LAND USE	PCD
PROPOSED LAND USE	MEDIUM LOW ATTACHED RESIDENTIAL
GROSS ACREAGE	5.7 ACRES +/-
# OF UNITS	44
DENSITY	11.89 DUA +/-
OPEN SPACE REQUIRED	0.22 ACRES (21,380 SF)
OPEN SPACE PROVIDED	0.85 ACRES +/- (36,876 SF)

PROJECT OWNER:
ROYAL CONSTRUCTION
4775 W. DESTINE AVE. SUITE 103
LAS VEGAS, NEVADA
(702) 873-7773

R.S. CONSULTING, INC.
57 RAMOS PLANNING SOLUTIONS
7121 Hillside Avenue, Las Vegas, NV 89128 (702) 233-7293 (TEL) Fax 233-7703

SHEET: SITE PLAN TO ACCOMPANY SITE DEVELOPMENT REVIEW / TITLE 18 WAIVER

TITLE: SPINNAKER VILLAGE III
CITY OF LAS VEGAS, NEVADA

DATE: MAY 25 2004
DRAWN BY:
S. SHAW
DESIGNED BY:
S. SHAW
CHECKED BY:
S. SHAW
SCALE:
PROJECT NO.
RC-0006
ENGINEERING SEAL

SHEET 1 OF 1
DRAWING NO. 1

WVR-4754
SDR-4751
9/23/04 PC
REVISED 08-18-04

Aug 20 04 10:23a p.2

City of Las Vegas

Agenda Item No. 85

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT GENZER ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-4632 AND WVR-4754

SDR-4751 - PUBLIC HEARING - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC - Request for a Site Development Plan Review FOR A PROPOSED 44-LOT SINGLE-FAMILY ATTACHED RESIDENTIAL DEVELOPMENT on 3.70 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue (a portion of APN 137-12-401-022 and a portion of 137-12-801-001), U (Undeveloped) Zone [PCD (Planned Community Development) General Plan Designation] under Resolution of Intent to PD (Planned Development) [Village Commercial Lone Mountain Special Land Use Designation - PROPOSED: MLA (Medium-Low Attached Residential)], Ward 4 (Brown). Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	**Planning Commission Mtg.**	0
City Council Meeting	0	**City Council Meeting**	0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report

MOTION:

BROWN - APPROVED subject to conditions - UNANIMOUS

MINUTES:

NOTE: See Item 83 [MOD-4632] for all related discussion.
(1:36 - 1:48)
3-1073

CONDITIONS:

Planning and Development

1. A Major Modification (MOD-4632) to an MLA (Medium-Low Attached Residential) Zone approved by the City Council.

2. Waivers (WVR-4754) of Title 18.12 to allow a reduction in the separation of street intersections and to allow a private drive to be more than 150 feet long without a turnaround or emergency service vehicle access gate approved by the City Council.

3. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

4. All development shall be in conformance with the site plan and building elevations, date stamped

CONDITIONS - Continued:
08/18/04, except as amended by conditions herein.

5. The standards for this development shall include the following: minimum lot sizes of 1,580 square feet; minimum lot widths of 23 feet; minimum distances between buildings of 10 feet; maximum building heights of two stories or 35 feet, whichever is less; minimum front yards (to dwelling) of five feet, with no more than 1.5-foot encroachments by patio covers; maximum rear yards (to garage) of six feet, with no more than 2.5-foot encroachments by the buildings' second story; minimum side yards of either zero feet or no less than 3.5 feet; and minimum side corners of 3.5 feet.

6. The site plan shall be revised and approved by Planning and Development Department staff prior to the time application is made for a tentative map to reflect the conditions of MOD-4632 and the conditions herein.

7. Two additional shade trees along Shady Timber Street shall be provided, and Mexican Blue Palm or another acceptable variety shall be substituted for the Mexican Fan Palms. The landscape plan shall be revised and approved by the Planning and Development Department staff prior to the time application is made for a tentative map to reflect the conditions herein.

8. Landscaping and a permanent underground sprinkler system shall be installed and permanently maintained in a satisfactory manner.

9. Air conditioning units shall not be mounted on rooftops.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Municipal Code Section 19.12.050.

11. Any property line wall shall be a decorative block wall, with at least 20 percent contrasting materials. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.

12. All City Code requirements and design standards of all City departments must be satisfied.

13. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

Public Works
14. Coordinate with the City Surveyor to determine whether a Parcel Map or other mapping is necessary for this site; if such map is required it should record prior to the issuance of any permits for this site.

15. Dedicate 30 feet of right-of-way adjacent to this site for Shady Timber Street.

16. Construct all incomplete half-street improvements on Shady Timber Street adjacent to this site concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

CONDITIONS - Continued:

17. The proposed gated access driveway shall be designed, located and constructed in accordance with Standard Drawing #222a.

18. Extend public sewer in Shady Timber Street to the south edge of this site at a location and to a depth acceptable to the City Engineer. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

19. An update to the Master Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings, or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

20. An update to the Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

21. Site development to comply with all applicable conditions of approval for rezoning application Z-33-97, the Lone Mountain Development Master Plan, and all other applicable site-related actions.

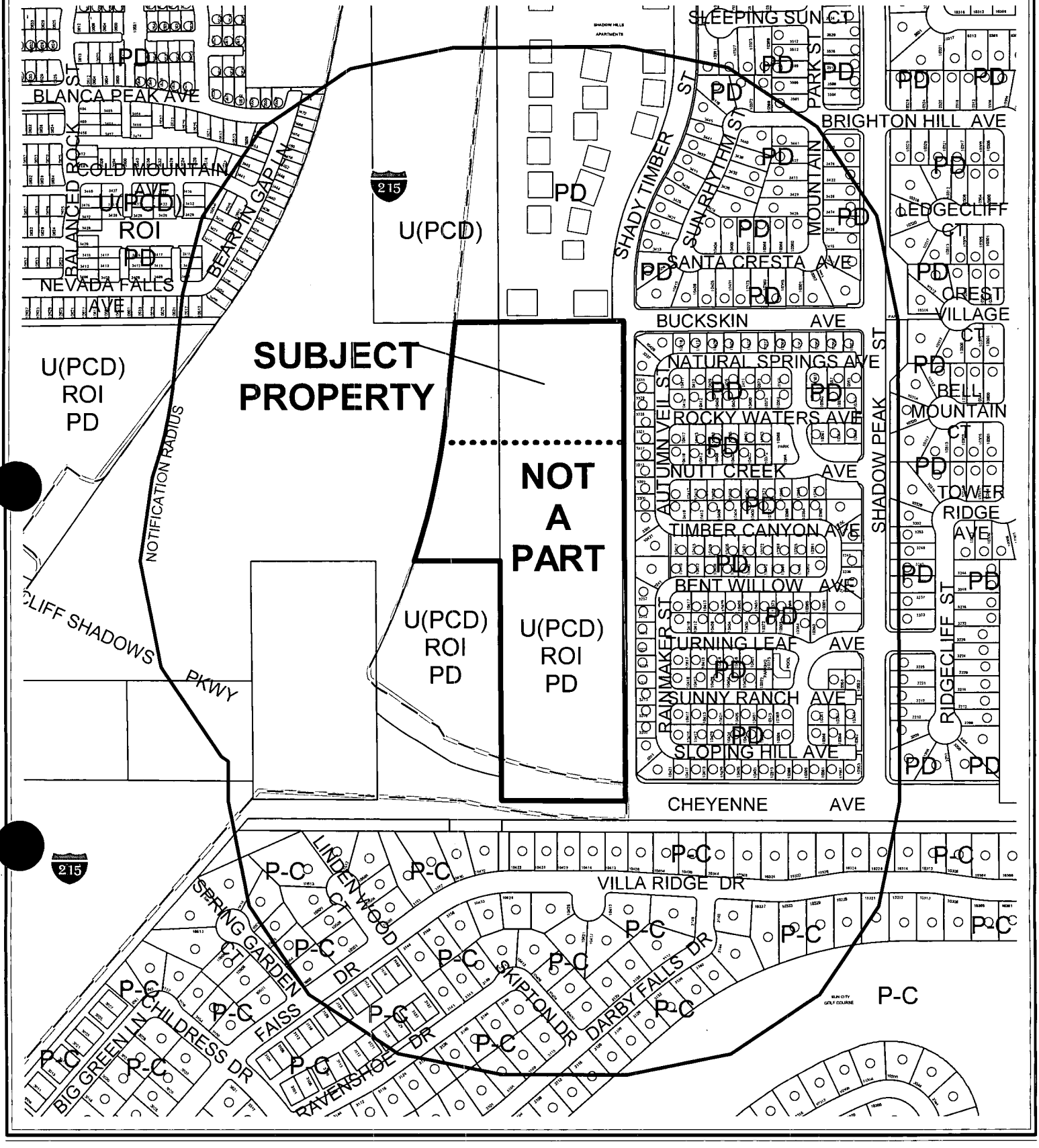
22. The final layout of the subdivision shall be determined at the time of approval of the Tentative Map.

CONDITIONS - Continued:

23. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of public improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

24. 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.

25. The distance from the face of the garage door to the private drive shall be a minimum distance of 18 feet or a maximum distance of 6 feet to prevent a vehicle in the driveway from encroaching into the vehicular or pedestrian travel corridor.



0 300 600 Feet

CASE: **SDR-4751**

RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [PCD (PLANNED COMMUNITY DEVELOPMENT) GENERAL PLAN DESIGNATION] UNDER RESOLUTION OF INTENT TO PD (PLANNED DEVELOPMENT) [VILLAGE COMMERCIAL LONE MOUNTAIN WEST SPECIAL LAND USE DESIGANATION - PROPOSED: MEDIUM-LOW ATTACHED RESIDENTIAL]

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: SDR-4751 - APPLICANT: ROYAL CONSTRUCTION - OWNER: SHADOW HILLS PLAZA, LLC

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL, subject to:

Planning and Development

1. A Major Modification (MOD-4632) to an MLA (Medium-Low Attached Residential) Zone approved by the City Council.

2. Waivers (WVR-4754) of Title 18.12 to allow a reduction in the separation of street intersections and to allow a private drive to be more than 150 feet long without a turnaround or emergency service vehicle access gate approved by the City Council.

3. This Site Development Plan Review shall expire two years from date of final approval unless it is exercised or an Extension of Time is granted by the City Council.

4. All development shall be in conformance with the site plan and building elevations, date stamped 08/18/04, except as amended by conditions herein.

5. The standards for this development shall include the following: minimum lot sizes of 1,580 square feet; minimum lot widths of 23 feet; minimum distances between buildings of 10 feet; maximum building heights of two stories or 35 feet, whichever is less; minimum front yards (to dwelling) of five feet, with no more than 1.5-foot encroachments by patio covers; maximum rear yards (to garage) of six feet, with no more than 2.5-foot encroachments by the buildings' second story; minimum side yards of either zero feet or no less than 3.5 feet; and minimum side corners of 3.5 feet.

6. The site plan shall be revised and approved by Planning and Development Department staff prior to the time application is made for a tentative map to reflect the conditions of MOD-4632 and the conditions herein.

7. Two additional shade trees along Shady Timber Street shall be provided, and Mexican Blue Palm or another acceptable variety shall be substituted for the Mexican Fan Palms. The landscape plan shall be revised and approved by the Planning and Development Department staff prior to the time application is made for a tentative map to reflect the conditions herein.

8. Landscaping and a permanent underground sprinkler system shall be installed and permanently maintained in a satisfactory manner.

9. Air conditioning units shall not be mounted on rooftops.

10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of Municipal Code Section 19.12.050.

11. Any property line wall shall be a decorative block wall, with at least 20 percent contrasting materials. Wall heights shall be measured from the side of the fence with the least vertical exposure above the finished grade, unless otherwise stipulated.

12. All City Code requirements and design standards of all City departments must be satisfied.

13. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.

Public Works

14. Coordinate with the City Surveyor to determine whether a Parcel Map or other mapping is necessary for this site; if such map is required it should record prior to the issuance of any permits for this site.

15. Dedicate 30 feet of right-of-way adjacent to this site for Shady Timber Street.

16. Construct all incomplete half-street improvements on Shady Timber Street adjacent to this site concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

17. The proposed gated access driveway shall be designed, located and constructed in accordance with Standard Drawing #222a.

18. Extend public sewer in Shady Timber Street to the south edge of this site at a location and to a depth acceptable to the City Engineer. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

19. An update to the Master Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings, or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities

unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

20. An update to the Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

21. Site development to comply with all applicable conditions of approval for rezoning application Z-33-97, the Lone Mountain Development Master Plan, and all other applicable site-related actions.

22. The final layout of the subdivision shall be determined at the time of approval of the Tentative Map.

23. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of public improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

24. 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.

25. The distance from the face of the garage door to the private drive shall be a minimum distance of 18 feet or a maximum distance of 6 feet to prevent a vehicle in the driveway from encroaching into the vehicular or pedestrian travel corridor.

** STAFF REPORT **

APPLICATION REQUEST

A) Action Requested

This is a request for a Site Development Plan Review for a proposed 44-lot single-family attached residential development on 3.7 acres adjacent to the southwest corner of Shady Timber Street and Buckskin Avenue.

B) Applicant's Justification

The applicant justifies this request by stating that the proposed single-family attached development will provide a transition buffer from the existing residential community and the adjacent Beltway. Open space requirements have been met.

BACKGROUND INFORMATION

A) Actions

09/07/94 The City Council approved a request to annex (A-0006-94) approximately 203 acres of land to the city, including the subject parcel. The Planning Commission recommended approval of this request on June 9, 1994. The effective date of this annexation was September 16, 1994.

06/23/97 The City Council approved a request for Rezoning (Z-0033-97) from C-V (Civic) and N-U (Non-Urban) under Resolution of Intent to R-CL (Single Family Compact Lot) and R-PD9 (Residential Planned Development - 9 Units Per Acre). The Planning Commission and staff recommended approval of this request on June 12, 1997.

03/17/04 The City Council approved a Site Development Plan Review (SDR-3651) and a Waiver of the foundation-landscaping buffer for a proposed 87,790 square-foot retail center. The Planning Commission and staff recommended approval of these requests on February 12, 2004.

03/17/04 The City Council approved a Special Use Permit (SUP-3653) for a Liquor Establishment (Off-Premise Consumption) in conjunction with a proposed grocery store. The Planning Commission and staff recommended approval of this request on February 12, 2004.

04/07/04 The City Council approved an application for a Major Modification (MOD-3758) to the Lone Mountain Master Development Plan, to add "Mini-Warehouse Facility" to the VC (Village Commercial) special land use designation. The Planning Commission and staff recommended approval of this request on March 11, 2004.

04/07/04 The City Council approved an application for a Special Use Permit (SUP-4009) for a Mini-Warehouse Facility. The Planning Commission and staff recommended approval of this request on March 11, 2004.

04/07/04 The City Council approved an application for a Site Development Plan Review (SDR-3759) for a 97,750 square-foot Mini-Warehouse Facility. The Planning Commission and staff recommended approval on March 11, 2004.

08/12/04 The Planning Commission held this item in abeyance to the August 26, 2004 Planning Commission Meeting to address design concerns.

08/26/04 The Planning Commission held this item in abeyance to the September 9, 2004 Planning Commission Meeting to further address design concerns.

09/09/04 The Planning Commission held this and all other related items in abeyance to the 09/23/04 meeting since the applicant's representative could not be present.

09/23/04 The Planning Commission recommended approval of related items (MOD-4632 and WVR-4754).

09/23/04 The Planning Commission voted 5-0-1 to recommend APPROVAL (PC Agenda Item #27).

B) Pre-Application Meeting

6/18/04 The staff and prospective applicant discussed details of a proposed development of the subject site. The staff indicated that a change in the existing land use of the Lone Mountain Master Plan would be required. (In a subsequent discussion with the applicant on July 22, 2004, it was reported that a Major Modification would be required). It was also mentioned to the prospective applicant that a Waiver in the Title 18 Subdivision Ordinance would be required because the distance between an existing intersection and an intersection of the proposed development was not sufficient.

C) Neighborhood Meeting

A neighborhood meeting is not required nor was one held.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 3.7

B) Existing Land Use

Subject Property:	Undeveloped
North:	Multi-Family Residential
South:	Undeveloped
East:	Single-Family Residential
West:	I-215 Beltway

C) Planned Land Use

Subject Property:	PCD (Planned Community Development – Village Commercial)
North:	PCD (Planned Community Development – Medium Density Residential)
South:	PCD (Planned Community Development – Village Commercial)
East:	PCD (Planned Community Development – Medium Low Attached Density Residential)
West:	I-215 Beltway

D) Existing Zoning

Subject Property:	U (Undeveloped) Zone, Under Resolution of Intent to PD (Planned Development)
North:	U (Undeveloped) Zone and PD (Planned Development)
South:	U (Undeveloped) Zone, Under Resolution of Intent to PD (Planned Development)
East:	PD (Planned Development)
West:	I-215 Beltway

E) General Plan Compliance

This property is designated as PCD (Planned Community Development) in the Centennial Hills Sector Plan of the General Plan.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan	X	
Lone Mountain	X	
Special Overlay District		X
Trails		X
Rural Preservation Neighborhood		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

The subject site is included within the proposed Lone Mountain Master Development Plan area and is designated VC (Village Commercial). An accompanying request to this application is for a Major Modification (MOD-4632) to change the Village Commercial land use classification of the Lone Mountain Master Plan to MLA (Medium Low Attached Residential) for this site. Both of these land use designations of the Lone Mountain Master Development Plan are permitted within the PCD (Planned Community Development) designation in the Centennial Hills Sector Plan of the General Plan.

PROJECT DESCRIPTION

The subject 3.7-acre site is located adjacent to Shady Timber Street, a 60-foot wide local street. This request is for a Site Development Plan review of a single-family residential attached development, consisting of 44 lots off a single 40-foot gated private street that connects to Shady Timber Street. Access to all lots will be from 24-foot private drives that meet Title 18 standards, except for a Waiver (WVR-4754) requested in the standards for a cul-de-sac more than 150 feet in length. Setbacks requested through this review are five feet to the garage door (rear), 3.5 feet to the dwelling, zero feet on the side, and five feet on the corner side.

A six-foot perimeter landscape buffer is proposed along Shady Timber Street. Additional landscaping is sporadically situated around the perimeter of the site; however, streetscaping is included along the private drives and the private street turnaround.

Elevations indicate two-story duplex and four-plex models with living areas on the second level over rear-facing two-car garages. Dwelling units range in size from 1,700 square feet to 1,821 square feet.

ANALYSIS

A) Zoning Code Compliance

A1) Development Standards

Pursuant to Title 19.06, the Development Standards for a PD-zoned project are established by the site plan, Master Development Plan and Design Standards. The following Development Standards are proposed for the subject development:

Standards	Proposed
Min. Lot Size	1,580 square feet
Min. Lot Width	23 feet
Min. Setbacks • Front (to dwelling) • Side • Corner • Rear (to garage)	 5 feet w/ 1.5-foot encroachment 0 or 3.5 feet 3.5 feet 6 feet w/ 2.5-foot encroachment
Max. Building Height	2 Stories / 26 Feet

The front yard setback of five feet is proposed to include a 1.5-foot encroachment for a patio cover that extends out from the dwelling. The rear yard setback of six feet includes up to a 2.5-foot extension of the second floor that cantilevers out over the garage. There is a concern that residents will attempt to park parallel to the garage in a space greater than six feet; however, the applicant indicates that in construction of the unit there may be a slight error in measurement that would result in the building being closer to the lot line than permitted without fire retardant construction on the exterior.

A2) Landscape and Open Space Standards

Perimeter landscaping for single-family developments in the Lone Mountain Master Plan area shall be in accordance with City of Las Vegas Landscape, Wall and Buffer Standards. The following is required for this development:

Standards	Required		Provided
	Ratio	Trees	
Buffer: • Min. Trees (Shady Timber Street)	1 – 24" Box Tree/ 30 Linear Feet + 1 Tree	Not Required	7 Trees
• Min. Zone Width	Not required		6 Feet
• Wall height	6 Feet		Not shown

Perimeter landscaping subject to the Landscape, Wall and Buffer Standards is required only along Primary (100-foot) or Secondary (80-foot) Thoroughfares. Shady Timber Street is a 60-foot Minor Collector street; however, the applicant has supplied trees along the street within a minimum six-foot planter. Additional trees are supplied at the corners of the development as well as along the internal private street and at the end of each private drive. It is noted that Mexican Fan Palm is not an acceptable species in Lone Mountain. The Mexican Blue Palm may be substituted for this species.

Pursuant to Title 19.06, the following Open Space Standards apply to the subject proposal:

No. of Units	Density	Required			Provided	
		Ratio	Percent	Area	Percent	Area
44	11.9	330 sf per unit	9%	14,520 sf	23%	36,876 sf

The development exceeds the required amount of open space needed for the development

B) General Analysis and Discussion

- Zoning

The subject site is included within the proposed Lone Mountain Master Development Plan area and is designated VC (Village Commercial). An accompanying request to this application is for a Major Modification (MOD-4632) to change the Village Commercial land use classification of the Lone Mountain Master Plan to MLA (Medium Low Attached Residential) for this site.

- Site Plan

The plan illustrates a 44-lot development of two-plex and four-plex dwellings off a single 40-foot wide gated private street that connects to Shady Timber Street. Each dwelling accesses a 24-foot wide drive that connects to the interior private street.

- Waivers

An accompanying application for Waivers (WVR-4754) has been submitted in Title 18 requirements to reduce the required separation between street intersections and to provide a cul-de-sac longer than 150 feet without a turnaround or emergency access gate. There is no specific objection to these waivers, but to the conversion of commercially designated property to residential.

- Landscape Plan

Perimeter landscaping is required along arterial streets. Landscaping has been provided along Shady Timber Street, although it is a 60-foot Minor Collector street. It is recommended that an additional two trees be provided along Shady Timber Street. Additional trees are supplied at the corners of the development as well as along the internal private street and at the end of each private drive. It is noted that Mexican Fan Palm is not an acceptable species in Lone Mountain. The Mexican Blue Palm may be substituted for this species.

FINDINGS

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 subject proposal places 44 single-family residences adjacent to a high intensity commercial use to the south. The juxtaposition of this type of land use next to commercial development, in lieu of a proposed mini-warehouse facility, is not a good placement of land use configurations. For this reason it recommended that this application and all other accompanying applications be denied.

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 development is not consistent with the Lone Mountain Master Plan land use designation of Village Commercial for the subject property. For this reason, an application for a Major Modification (MOD-4632) has been submitted to reclassify the property to a MLA (Medium Low Attached Residential) classification to permit single-family attached development. It is recommended that that application be denied.

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"**

The subject property has access to Shady Timber Street, a 60-foot wide local street that abuts the property. Access is adequate to meet the requirements of the proposed use.

4. **"Building and landscape materials are appropriate for the areas and for the City;"**

Landscaping has been provided along Shady Timber Street, at the corners of the development as well as along the internal private street, and at the end of each private drive. It is noted that Mexican Fan Palm is not an acceptable species in Lone Mountain and should be substituted by a different variety.

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;"**

Each two-plex or four-plex building consists of attached single-family units that are two stories high. Each unit is provided with a two-car garage located beneath the second story which cantilevers out over the garage by two feet. To the front of each unit is a patio with a roof that extends out approximately 1.5 feet beyond the front façade. The dwellings are not unsightly and are harmonious to development in the area.

6. "**Appropriate measures are taken to secure and protect the public health, safety and general welfare.**"

Because the site will be subject to ongoing inspection, the public health, safety, and welfare will not be compromised.

NOTICES MAILED 335 by Planning Department

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

CITY OF LAS VEGAS

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-4751 APN: 137-12-401-022 137-12-801-001

Name of Property Owner: SHADOW HILLS PLAZA LLC

Name of Applicant: ROYAL CONSTRUCTION

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: [signature]

Print Name: Philip H. Davis

Subscribed and sworn before me

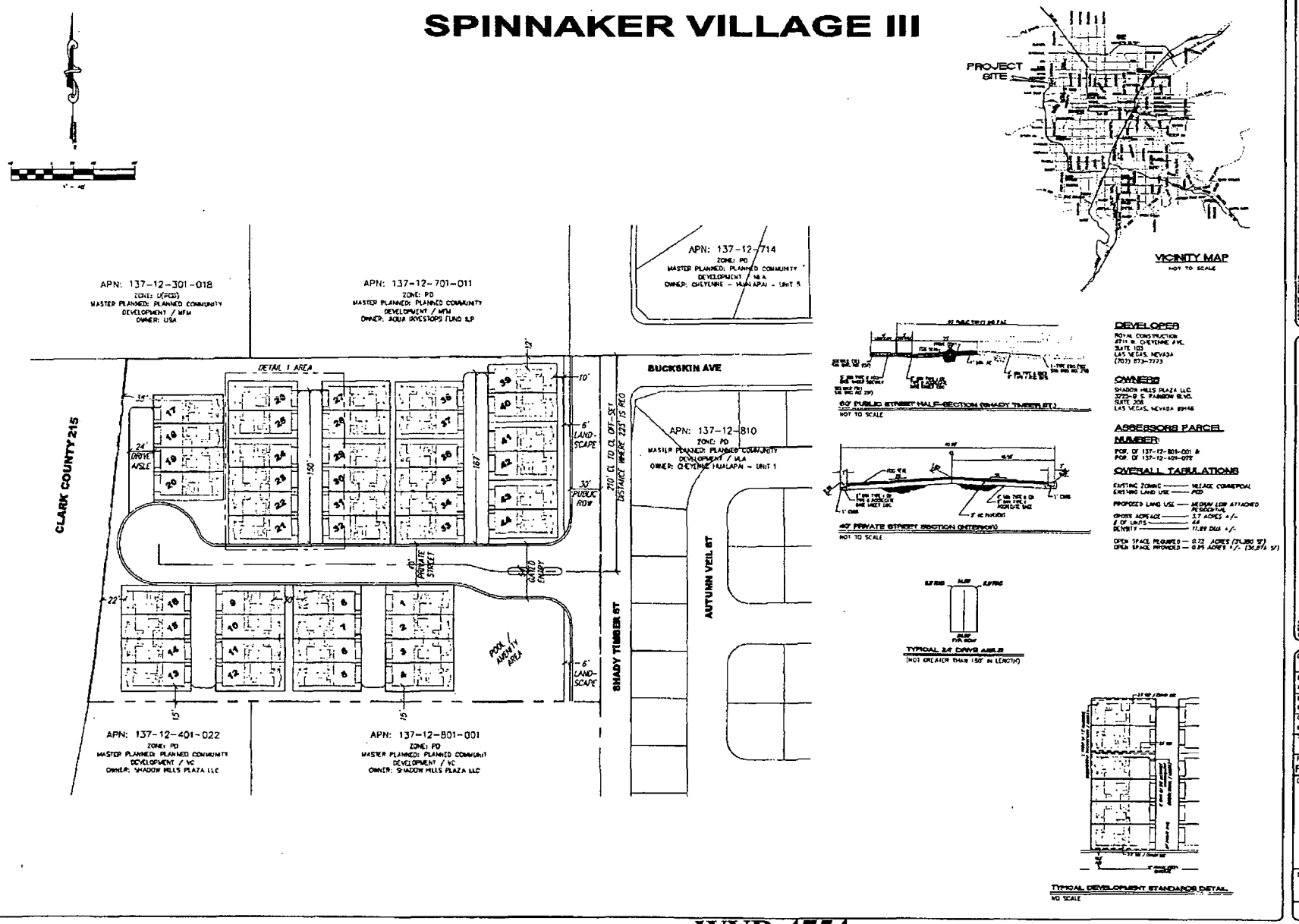
This 25th day of June, 2004

[signature]

Notary Public in and for said County and State

JODIE LYNNE CRUM
Notary Public State of Nevada
No. 99-51690-1
My appt. exp. Feb. 17, 2007

SPINNAKER VILLAGE III



ROYAL CONSTRUCTION
4711 N. CHEYENNE AVE.
SUITE 103
LAS VEGAS, NEVADA
(702) 873-7773

R.S. CONSULTING, INC.
STRATEGIC PLANNING SOLUTIONS

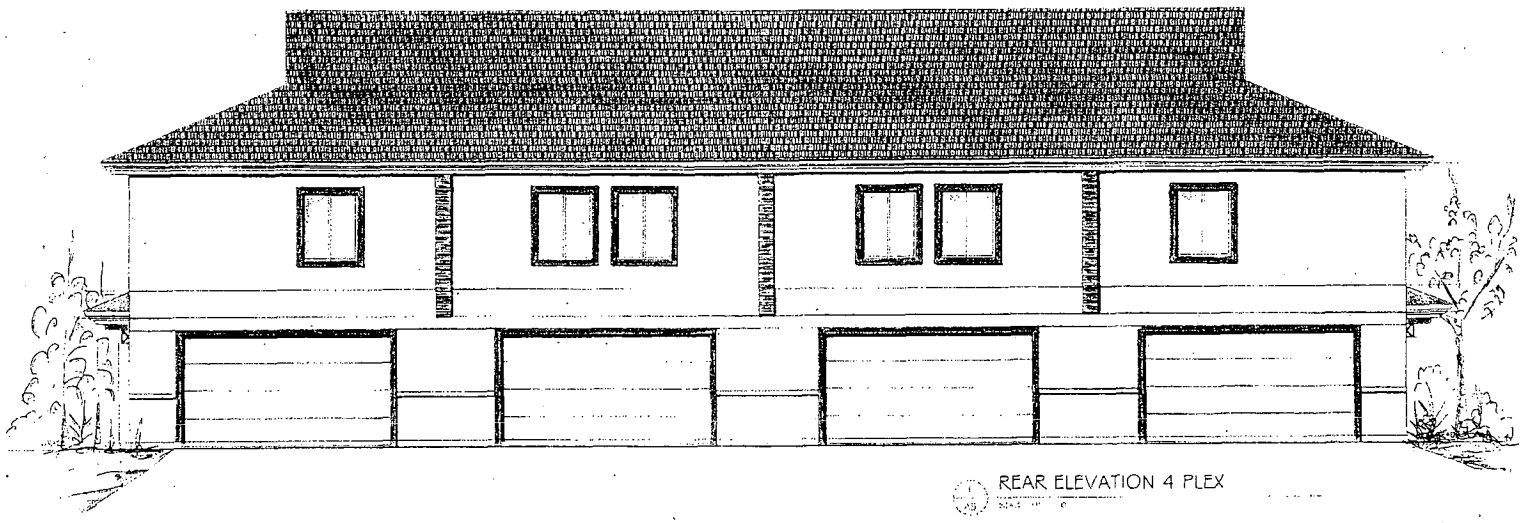
SITE PLAN TO ACCOMPANY
SITE DEVELOPMENT REVIEW / TITLE 18 WAIVER

SPINNAKER VILLAGE III
CITY OF LAS VEGAS, NEVADA

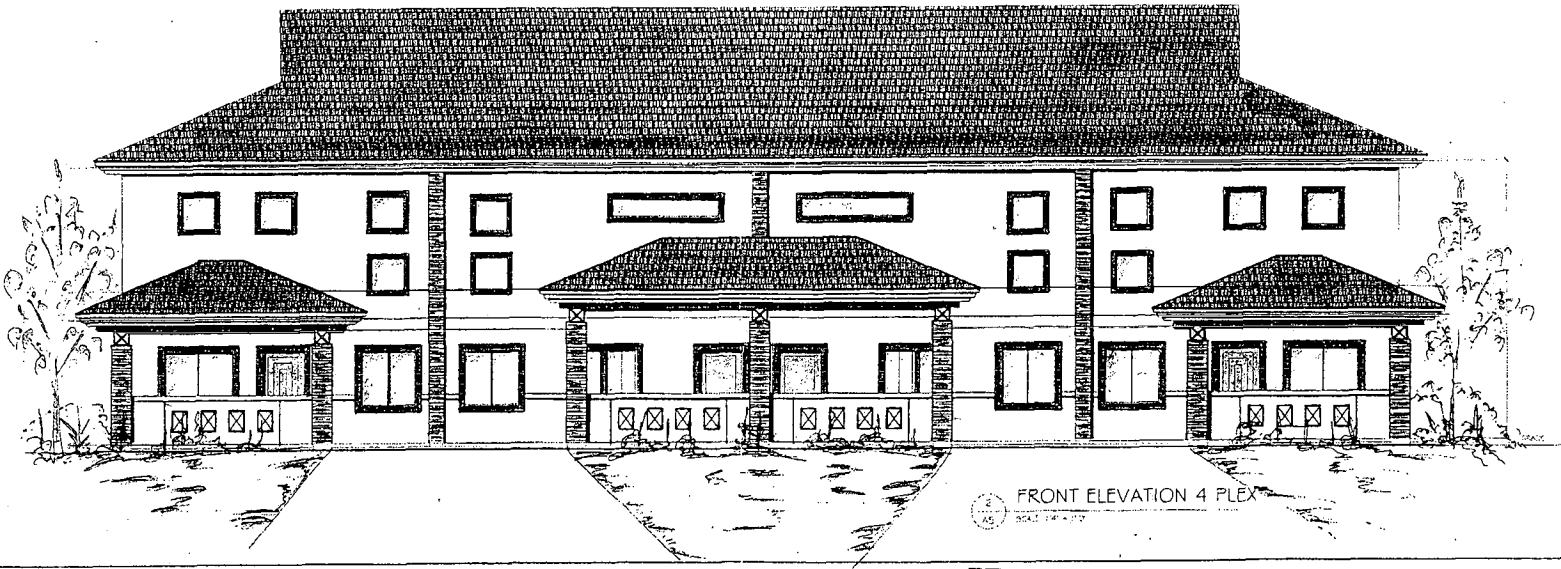
DATE: MAY 22, 2004
PROJECT NO. RC-0005
SHEET 1 OF 1
DRAWING NO. 1

WVR-4754
SDR-4751
9/23/04 PC
REVISED 08-18-04

Aug 20 04 10:23a p.2



REAR ELEVATION 4 PLEX



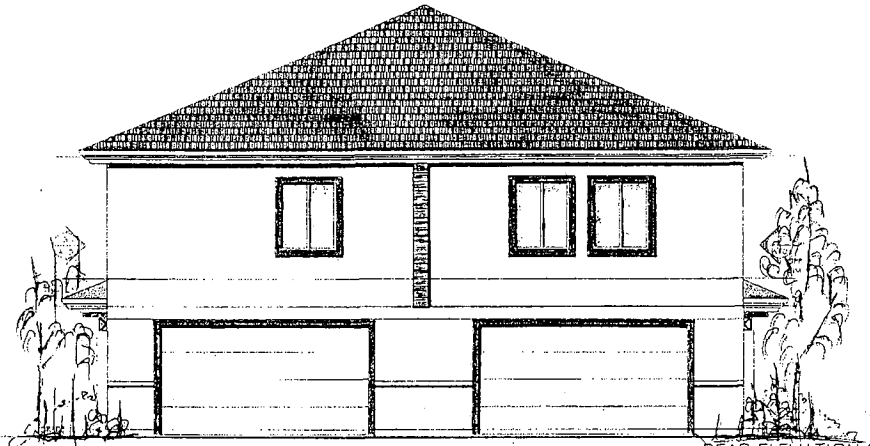
FRONT ELEVATION 4 PLEX

SPINNAKER VII

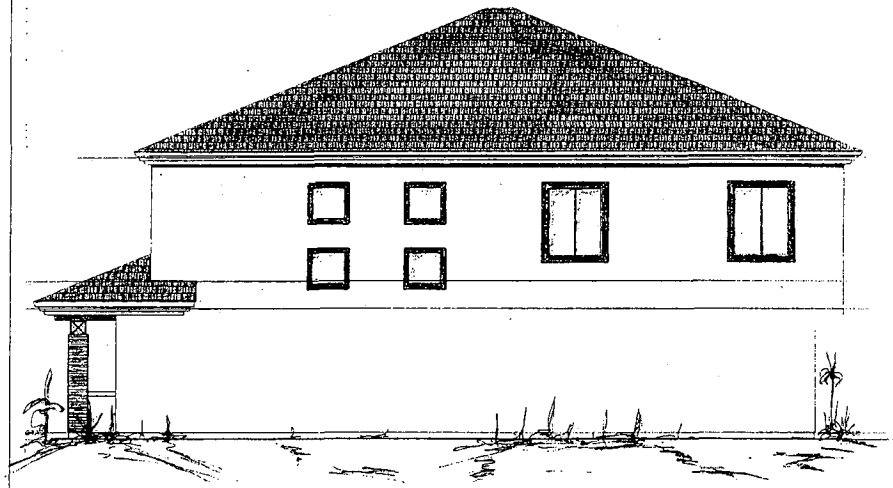
E-EVATIONS
4 - PLEX

A5.0

WVR-4754
SDR-4751
9/23/04 PC



REAR ELEVATION DUPLEX



SIDE ELEVATION DUPLEX



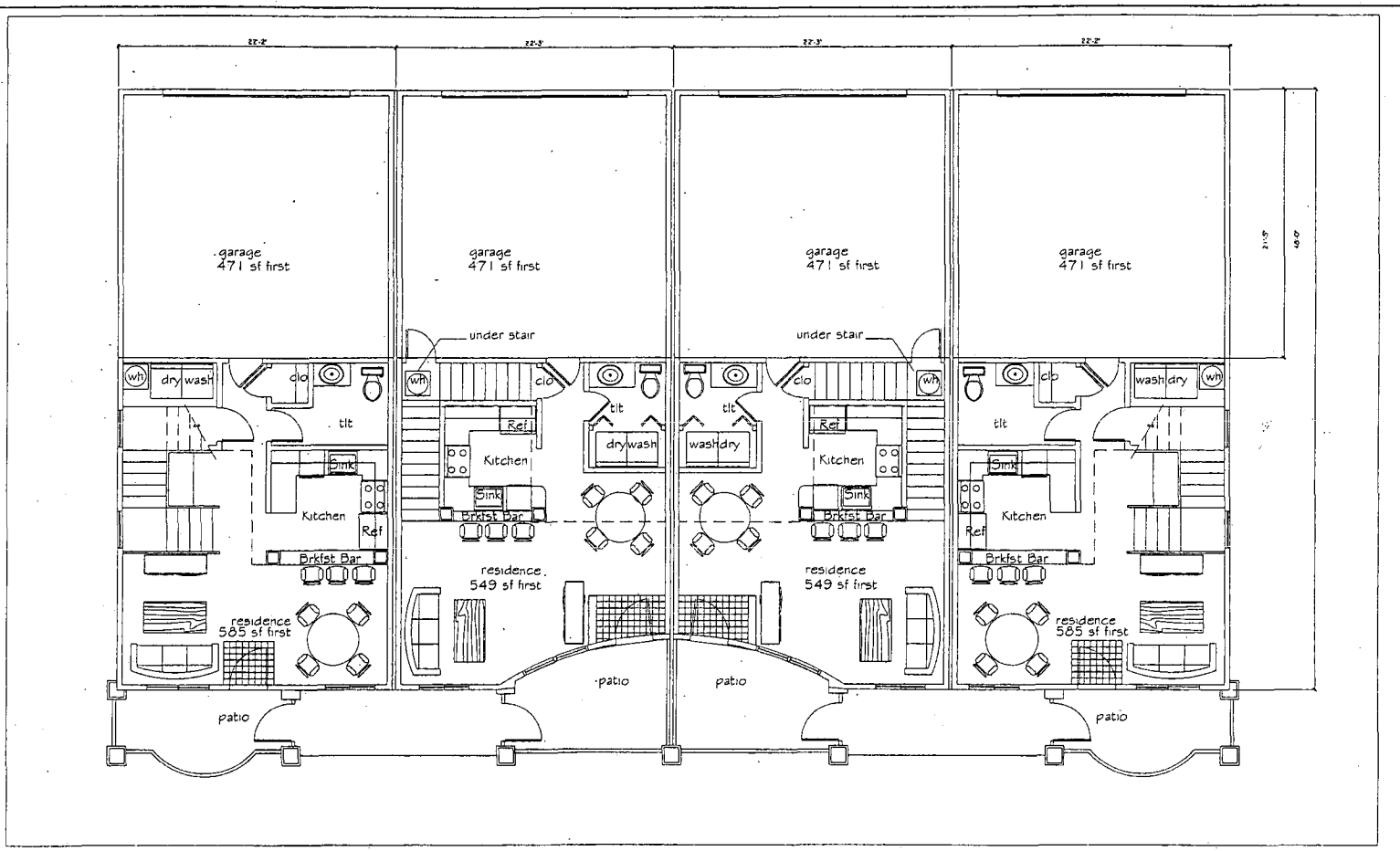
FRONT ELEVATION DUPLEX

SPINNAKER VILLAGE
4 TOUR PLEX COMMUNITY
LAS VEGAS, NV 89135

ELEVATIONS
4 - PLEX

A5.0

WVR-4754
SDR-4751
9/23/04 PC



UNIT ONE
585 sf First
765 sf Second
1350 sf Res.
471 sf Garage
1821 sf Total

UNIT TWO
549 sf First
680 sf Second
1229 sf Total
471 sf Garage
1700 sf Total

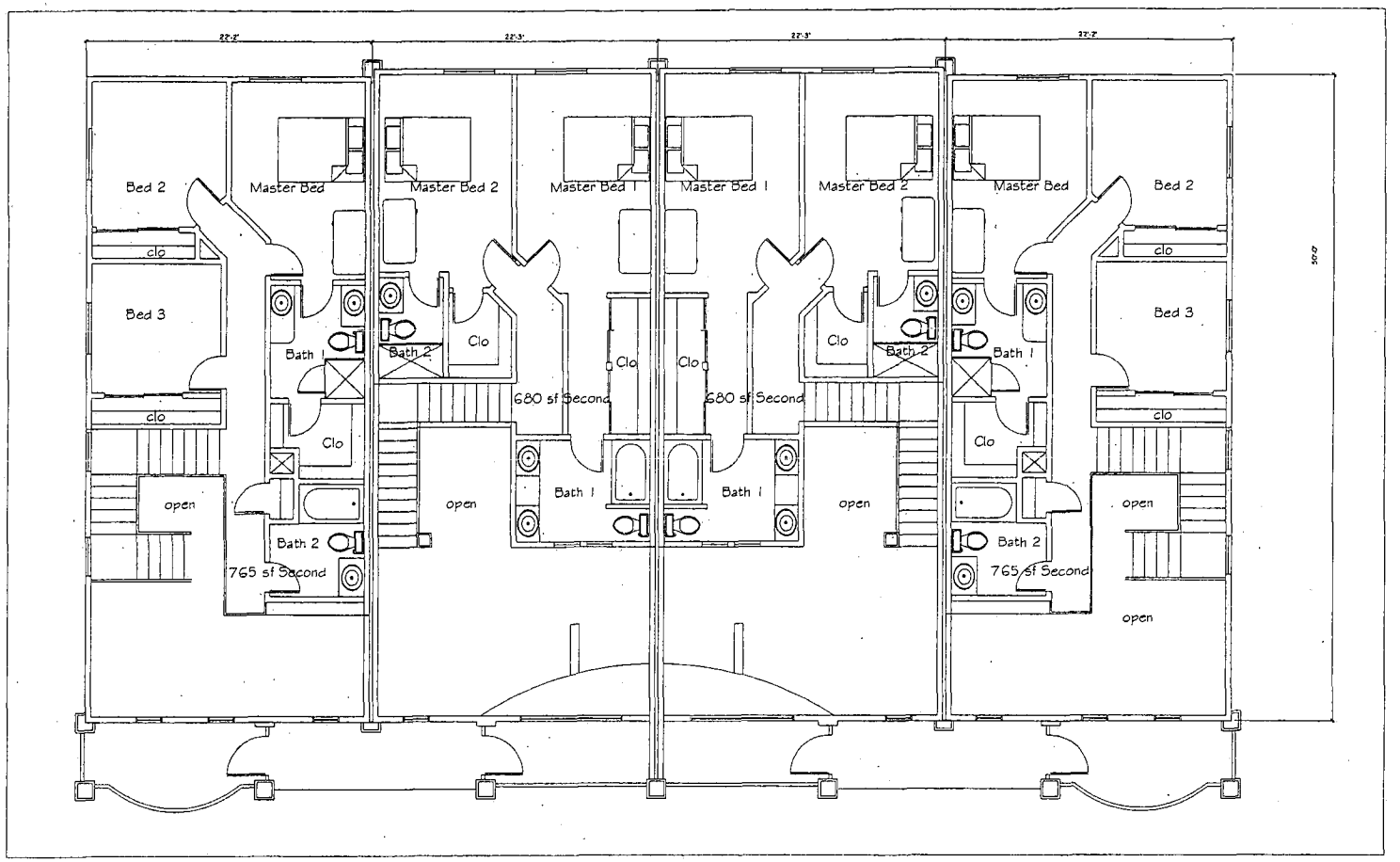
UNIT THREE
549 sf First
680 sf Second
1229 sf Total
471 sf Garage
1700 sf Total

UNIT FOUR
585 sf First
765 sf Second
1350 sf Res.
471 sf Garage
1821 sf Total

SPINNAKER VILLAGE
A FOUR PLEX COMMUNITY
DAVID MCKEE ARCHITECT

SCALE 1/4" = 1'-0"
DATE 8/15/04

WVR-4754
SDR-4751
9/23/04 PC



UNIT ONE
585 sf First
765 sf Second
1350 sf Res.
471 sf Garage
1821 sf Total

UNIT TWO
549 sf First
680 sf Second
1229 sf Total
471 sf Garage
1700 sf Total

UNIT THREE
549 sf First
680 sf Second
1229 sf Total
471 sf Garage
1700 sf Total

UNIT FOUR
585 sf First
765 sf Second
1350 sf Res.
471 sf Garage
1821 sf Total

SPINNAKER VILLAGE
A FOUR PLEX COMMUNITY
DAVID MCKEE ARCHITECT

SCALE 1/4" = 1'-0"
DATE 2/15/04

WVR-4754
SDR-4751
9/23/04 PC

City of Las Vegas

Agenda Item No. 86

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: ROBERT GENZER ☐ **CONSENT** ☒ **DISCUSSION**

SUBJECT:

VACATION

VAC-4071 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: WRG DESIGN, INC. - OWNER: PALM MORTUARY, INC. - Petition to Vacate Deer Springs Way between Jones Boulevard and Maverick Street; and Maverick Street between Deer Springs Way and Rome Boulevard, Ward 6 (Mack). Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	**Planning Commission Mtg.**	4
City Council Meeting	0	**City Council Meeting**	0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions For This Application
3. Staff Report
4. Submtted at City Council - Opinion memo from Deputy City Attorney Bryan Scott for Item 74 [DIR-5079] and Item 86 [VAC-4071]

MOTION:

MACK - ABEYANCE to 11/3/2004 - UNANIMOUS with GOODMAN abstaining because one of the neighbors who will be most affected and has an interest in this item is his law partner

MINUTES:

MAYOR PRO TEM REESE declared the Public Hearing open.

MAYOR GOODMAN submitted an opinion memo from the City Attorney's Office indicating his abstentions on Item 74 [DIR-5079] because it relates to the Scotch 80's subdivision where he resides, and Item 86 [VAC-4071] because one of the neighbors who will be most affected is his law partner.

LUCY STEWART, 856 East Sahara, appeared together with ATTORNEY PAUL LARSEN, 300 South Fourth Street, and GARY WESTERFIELD, Palm Mortuary, and JAY BINGHAM, one of the neighbors. MS. STEWART explained that the portion of Deer Springs to be vacated, located on the south side of Deer Springs and the east side of Maverick Street, is adjacent to Palm Mortuary. She showed on the map properties that have already been vacated by the County. The north side of Deer Springs located in the City has never been dedicated.

ATTORNEY LARSEN indicated there was a perception that a private street was being created; however, that is not the case. He asked that Conditions 1, 2, 3, 5 and 7 be deleted, which were recommended solely because of the misperception that a street was being created. He suggested that Condition 8 be modified to indicate that the applicant will show that access will be provided to all adjacent parcels. The surrounding property owners have provided affidavits, and the applicant is in the

MINUTES - Continued:

process of obtaining an access easement agreement from the surrounding property owners that will specifically provide easements across this property so that people can have egress and ingress.

ROBERT GENZER, Director, Planning and Development Department, was not prepared to respond to ATTORNEY LARSEN'S request, as this was the first he heard of the changes. DEPUTY CITY ATTORNEY BRYAN SCOTT commented that the access easement had been discussed and the applicant had agreed to give up access easements to all surrounding property owners. He is not familiar with all the changes the applicant requested. ATTORNEY LARSEN reiterated that they had asked at both private and public meetings to have these conditions deleted. They are in place solely because of the misperception that a private street is being created. A private street would require a Special Use Permit and a private lot administered by a homeowners association. The applicant does not want a common lot or HOA. They want the procedure that is contemplated by NRS, Chapter 278 and by the Municipal Code, Chapter 18.20, to vacate and have the vacated property revert to the neighboring property owner. There is no need for the creation of the common lot.

MAYOR PRO TEM REESE suggested that the item be trailed until the City Attorney's office could review this issue.

When the item was recalled, DEPUTY CITY ATTORNEY SCOTT indicated that a conclusion could not be reached with regard to the conditions the applicant requested deleted. He advised the item be held in abeyance for two weeks.

COUNCILMAN MACK expressed frustration for this simple request. He asked if this situation had happened before where a street is neither a private nor a public street, and how would it be classified. BART ANDERSON, Public Works Department, replied that to his knowledge the City has never eliminated legal access to a parcel that currently has legal access without substituting some sort of private legal access, which currently the City recognizes as either a private street or a private drive. If parcels have alternative access, public streets have been eliminated entirely without reserving any easements. In this case, the proposal is for the complete elimination of the only legal access while not substituting with an easement. Even though the applicant has agreed to provide an easement in this case, staff still struggles with the exact wording everyone wants. He concurred with DEPUTY CITY ATTORNEY SCOTT'S advice for the abeyance.

ATTORNEY LARSEN reiterated they are seeking to vacate the entire street and replace that with an access easement for the surrounding property owners and not reserve anything for the public. The intention is not to create a private street; therefore, a homeowners association is not appropriate. He did not object to the two-week abeyance but requested that staff be directed to work out conditions that would be appropriate to vacation of the entire street and not creation of a private a street. DEPUTY CITY ATTORNEY SCOTT pointed out that staff has been working toward that goal, but the goal is also to protect the public. ATTORNEY LARSEN commended staff for doing a good job in their representation of the public interest. This was a misunderstanding as to what the ultimate goal was, but it has been clarified.

JAY BINGHAM, 6200 Deer Springs Way, pointed out this would be the sixth time this item has been held in abeyance and asked that the Council acknowledge those residents who were present so that they

MINUTES - Continued:
would not have to return.

MAYOR PRO TEM REESE questioned the amount of times this item has been held in abeyance. DEPUTY CITY ATTORNEY SCOTT replied that it was due to the applicant wanting some conditions eliminated, which staff feels are necessary in order to protect the public. ATTORNEY LARSEN noted that the original staff conditions presented in the agenda memo dated April 22, 2004 are appropriate for complete vacation for public streets. It complies with NRS Chapter 278 and Title 18 of the Code. MR. BINGHAM added that they are trying to complete what the County has started.

ROXIE SORENSEN, 6725 Mustang Street, expressed her support for the vacation. The residents do not feel threatened by having access to Jones Boulevard cut off.

MR. ANDERSON commented that the difficulty with going forward with the item at this time is that as the conditions are changed, staff is torn between trying to listen to the Council's direction and trying to work with the applicant to make sure that things can work.

In response to MAYOR PRO TEM REESE'S request for a show of hands, seven hands were raised in support of the vacation and none in opposition.

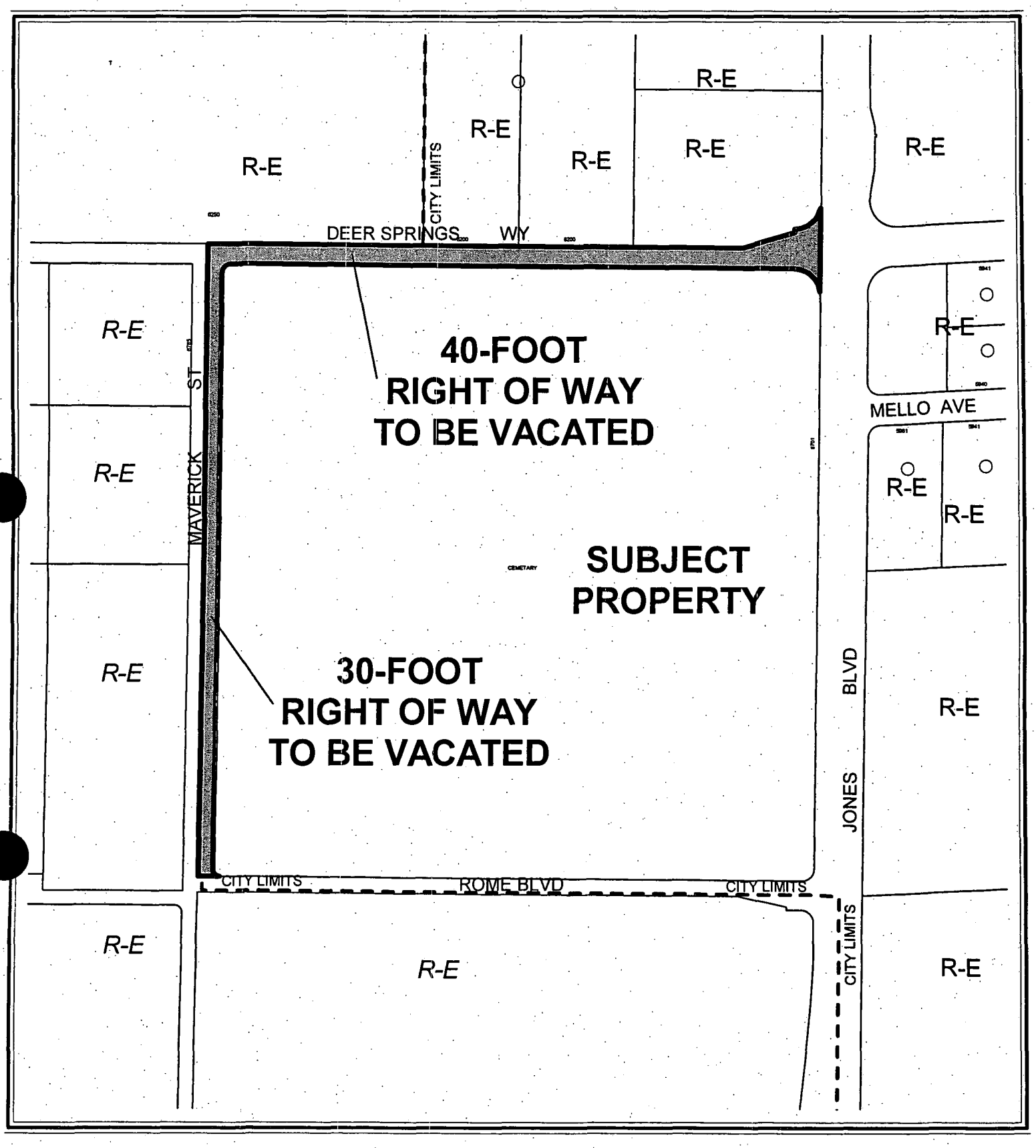
PAT CONRAD, 5336 Elkhorn Road, appeared in support and would return at the next meeting.

DAVID CHESNOFF, 6575 Deer Springs Way, stated he would be happy to share with the applicant what has been done in the County. The agreement was to keep it open to the public. If at some point in time an association is formed and there is an effort to do something different than keep it open to the public, it would have to be brought back.

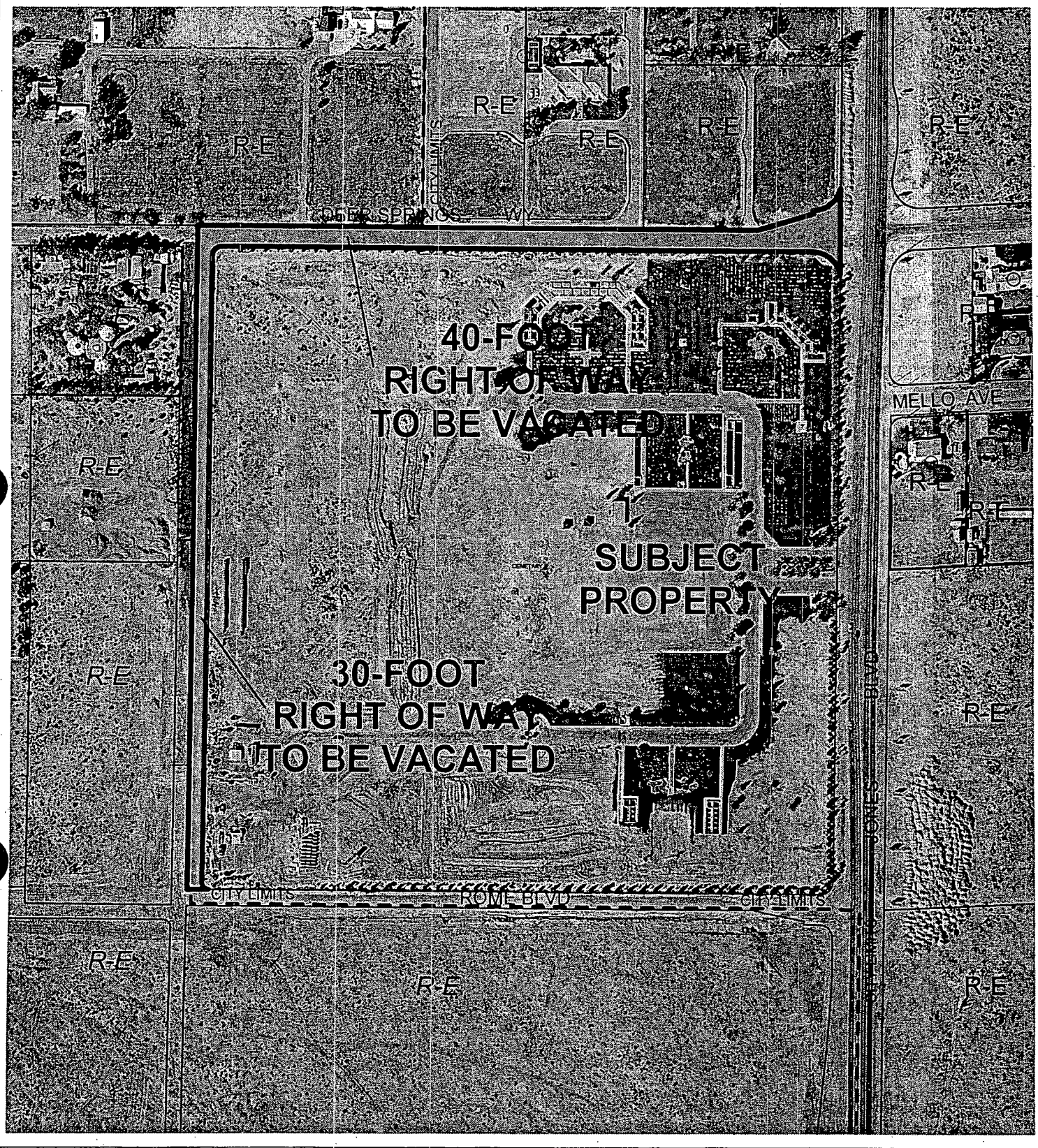
COUNCILMAN MACK asked staff to work diligently to resolve this issue.

No one appeared in opposition.

MAYOR PRO TEM REESE declared the Public Hearing closed.
(1:41 - 1:48/2:07 - 2:18)
3-1255/3-2272



CASE: VAC-4071



0 200 400 Feet

CASE: VAC-4071

N

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ABEYANCE ITEM - VAC-4071 – APPLICANT: WRG DESIGN, INC. – OWNER: PALM MORTUARY, INC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 6, 2004 CITY COUNCIL MEETING AT COUNCILMAN MACK'S REQUEST..

** CONDITIONS **

Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to:

1. Approval of a Special Use Permit prior to recordation of the Vacation. The applicant shall provide proof of the creation of a Homeowners' Association and the establishment of a reserve fund for maintenance and improvements prior to recordation of the Vacation.

2. The provision of signed affidavits, prior to recordation of the Vacation, from all affected property owners (which includes owners to the west in the County along Deer Springs Way), not just adjacent owners, in which the affidavit clearly states that the owners understand the impacts of this Vacation and agree to it nonetheless.

3. The area to be covered by the private street shall be mapped as a common lot through the Tentative and Final Map process.

4. A Petition of Vacation for the western half of Maverick Street within Clark County must record concurrently with this Order of Vacation.

5. A Petition of Vacation for Deer Springs Way for all remaining right-of-way west of Maverick Street within Clark County must record concurrently with this Order of Vacation.

6. Prior to the recordation of this Petition of Vacation, the applicant shall reimburse the City of Las Vegas $17,592.80 for the fees paid to obtain the northwest corner of Jones Boulevard and Deer Springs Way.

7. An agreement reimbursing the cost of changes to the construction plans and any additional engineering fees for Special Improvement District No. 1487 - Jones Blvd (Centennial Pkwy to Elkhorn Rd) to the City of Las Vegas must be prepared and all fees paid prior to recordation of the Order of Vacation. Contact the Special Improvements District section the City of Las Vegas Department of Public Works for cost calculations and preparation of this agreement.

8. Prior to the recordation of this Petition of Vacation the applicant shall provide a plan acceptable to the City of Las Vegas Department of Public Works showing how legal access will be provided to all adjacent parcels. The plan must be signed by all parcel owners and notarized.

9. Legal access encumbrances on all affected parcels must be recorded concurrent with recordation of the Order of Vacation.

10. This Petition of Vacation shall be amended to retain a 20 foot wide public sewer easement centered over the existing sewer line within Deer Springs Way and to retain an additional 20 foot wide public sewer easement for future facilities within Deer Springs Way at a location acceptable to the Department of Public Works.

11. A Drainage Plan and Technical Drainage Study or other related drainage information acceptable to the Flood Control Section must be submitted to and approved by the Department of Public Works prior to the recordation of the Order of Vacation for this application. Appropriate drainage easements shall be reserved if recommended by the approved Drainage Plan/Study.

12. All existing public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

13. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

14. All development shall be in conformance with code requirements and design standards of all City departments.

15. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

16. If the Order of Vacation 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.

** STAFF REPORT **

APPLICATION REQUEST

A) Action Requested

This request is for a Petition to Vacate Deer Springs Way between Jones Boulevard and Maverick Street; and Maverick Street between Deer Springs Way and Rome Boulevard.

B) Applicant's Justification

The applicant's justification letter indicates this vacation of right-of-way would not be a detriment to surrounding properties.

BACKGROUND INFORMATION

A) Previous Actions

09/24/96	The Board of Zoning Adjustment approved a Special Use Permit (U-99-96) to allow a cemetery and a Variance (V-111-96) to allow upright headstones, crypts and mausoleums in conjunction with the cemetery on the property adjacent to this request.
11/07/01	The City Council approved a Required Five Year Review [U-0099-96(1) and V-0111-96(1)] of the approved cases that allowed a cemetery on the property adjacent to this request. The Planning Commission and staff recommended approval on September 20, 2001.
04/22/04	The Planning Commission voted to abey this application at the request of the applicant to its 05/27/04 meeting, to give the applicant an opportunity to work with staff.
05/27/04	The Planning Commission held this item in abeyance to the 06/10/04 meeting.
06/10/04	The Planning Commission tabled this item.
08/12/04	The Planning Commission voted 5-0 to recommend APPROVAL (PC Item #76).

DETAILS OF APPLICATION REQUEST

The subject Vacation proposes to vacate public rights-of-way located in the Southeast Quarter (SE¼) of The Northeast Quarter (NE¼) and the Northeast Quarter (NE¼) of the Southeast Quarter (SE¼) of Section 23, Township 19 South, Range 60 East, M.D.M.

ANALYSIS

A) Planning discussion

The applicant intends to vacate public rights-of-way in order for this area to be incorporated into the adjacent development. This request is not appropriate, as the subject rights-of-way are needed to provide access to properties fronting on the subject streets. Approval will result in reduced traffic handling capability for the area and eliminating legal access to existing parcels.

Since the item was tabled, the applicant has met with staff from both Public Works and Planning and Development, as well as with Clark County planning staff, to discuss outstanding items of concern. These include:

- Signed affidavits from all affected property owners (which would include owners to the west in the County along Deer Springs Way), not just adjacent owners, in which it is clearly stated that they understand the effect of a Vacation and agree nonetheless;
- Submission of an application for a Special Use Permit for a private street. Per the Title 18 definition and Title 19 regulations, even if the closed area is called a private access easement, if it functions as a street providing access to parcels, it is considered as a private street. The only exception is if it is a private drive, and then overall length is limited to 150 feet (200 feet with a cul-de-sac or a crash gate). Private streets require approval through a Special Use Permit; one of the conditions is the creation of a Homeowners' Association and the establishment of a reserve fund for maintenance and improvements. Proof of these requirements are required with the submission, but have not been received to date.
- The area covered by the private street must be mapped as a common lot. This should be done through a Tentative and Final Map process, which would also identify the lots covered by the Homeowners' Association.

To date, none of these requirements have been met. As additional vacation of adjacent lands within Clark County must also occur, and be recorded simultaneously with this application, a related Vacation application must be filed with Clark County as well. To date, no such Vacation request has been filed with the County. As a result of these circumstances, DENIAL of this request is recommended by the Planning and Development Department.

B) Public Works discussion

The following information is presented concerning this request to vacate certain public street rights-of-way:

A. Does this vacation request result in uniform or non-uniform right-of-way widths? *It would completely eliminate Deer Springs Way between Jones Boulevard to the nearest vacated portion of Deer Springs Way within Clark County and eliminate Maverick Street between Deer Springs Way and Rome Avenue as adjacent Petitions of Vacations are required within Clark County as a Conditions of Approval.*

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *Yes, as public traffic will be diverted to other potentially less suitable public streets.*

C. Does it appear that the vacation request involves only excess right-of-way? *No.*

D. Does this vacation request coincide with development plans of the adjacent parcels? *No.*

E. Does this vacation request eliminate public street access to any abutting parcel? *Yes, however a Condition of Approval has been added to establish private streets.*

F. Does this vacation request result in a conflict with any existing City requirements? *Yes, however if approved with the recommended conditions, conflicts will be minimized.*

G. Does the Department of Public Works have an objection to this vacation request? *Yes, however if approved with recommended Conditions of Approval, objections will be minimized.*

PLANNING COMMISSION ACTION

There were several speakers in favor of this application. While many steps in the process have not been accomplished, the Planning Commission believes that when completed the action is acceptable.

NOTICES MAILED 9 by City Clerk

APPROVALS 4

PROTESTS 0

PLANNING & DEVELOPMENT

DEVELOPMENT SERVICES CENTER

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAC-4071 APN: 125-23-703-005

Name of Property Owner: PALM MORTUARY INC.

Name of Applicant: WRG DESIGN, 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 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: Ken Knauss

Print Name: KEN KNAUSS president

Subscribed and sworn before me

This 19 day of January, 20 04

Andrea S. Agee

Notary Public in and for said County and State

Notary Public-State Of Nevada
COUNTY OF CLARK
ANDREA S. AGEE
My Appointment Expires
June 28, 2006
No. 94-4721-1

Memorandum

City of Las Vegas
Office of the City Attorney

To: Mayor Oscar B. Goodman

From: Bryan K. Scott
Deputy City Attorney

CC: Bradford R. Jerbic
City Attorney

Date: October 19, 2004

Re: Request for Opinion on Abstentions for 10/20/04 City Council Meeting

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This memorandum is written in response to your request for an opinion from the City Attorney's Office regarding whether you are required to abstain on items 74 and 86 which are to be considered by the City Council at its October 20, 2004 meeting.

Item 74 is an appeal of the Planning Director's decision to deny a Petition to Vacate public streets within the Scotch Eighty residential subdivision where you reside. The City Council's decision on this matter may affect property values within the Scotch Eighty neighborhood, which may directly impact you financially.

Item 86 is an application by Palm Mortuary and others to vacate Deer Springs Way between Jones Boulevard and Maverick Street and Maverick Street between Deer Springs Way and Rome Boulevard. One of the neighbors who will be most affected by, and has an interest in the vacation of the aforementioned streets is your law partner, David Chesnoff.

NRS 281.501(2) provides:

> In addition to the requirements of the code of ethical standards, a public officer shall not vote upon or advocate the passage or failure of. . .a matter with respect to which the independence of judgment of a reasonable person in his situation would be materially affected by (b) His pecuniary interests; or (c) His commitment in a private capacity to the interests of others.

NRS 281.501(8) defines "commitment in a private capacity to the interests of others" as a commitment to a person: (d) with whom he has a substantial and continuing business relationship; or (e) any other commitment or relationship that is substantially similar to commitment or relationship described in this subsection.

In light of the above, it is the conclusion of the City Attorney that you should disclose the factual circumstances surrounding your potential conflicts on the record and abstain from the discussion and vote on the above-referenced items.

Submitted at City Council
Date 10/20/04 Item #74 & 86

If any of the above-referenced items are abeyed, tabled or withdrawn at the October 20, 2004 meeting, you may vote on the motion to abey, table or withdraw the item as those are not substantive motions. If those items come back to Council for rehearing, you will again need to disclose your conflicts and abstain from voting.

If you have any additional questions regarding any of the above, please feel free to contact me at ext. 6621.

BKS:b

City of Las Vegas

Agenda Item No. 87

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: OCTOBER 20, 2004

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: ROBERT GENZER ☐ CONSENT ☒ DISCUSSION

SUBJECT:
VACATION

VAC-4747 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: M T C 118, INC. - Petition to Vacate the stubbed portion of Wittig Avenue east of Durango Drive, Ward 6 (Mack). The Planning Commission (3-2 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (3-2 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

MINUTES:
MAYOR GOODMAN declared the Public Hearing open.

NOTE: A Verbatim Transcript is made a part of the Final Minutes.

APPEARANCES:
OSCAR GOODMAN, Mayor
CHRIS KAEMPFER, Attorney, Kummer Kaempfer Bonner & Renshaw, 3800 Howard Hughes Parkway
PAUL LARSEN, Attorney, 300 South 4th Street
MICHAEL MACK, Councilman
BART ANDERSON, Public Works Department

MAYOR GOODMAN declared the Public Hearing closed.
(1:51 - 2:03)
3-1605

CONDITIONS:
1. All existing public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

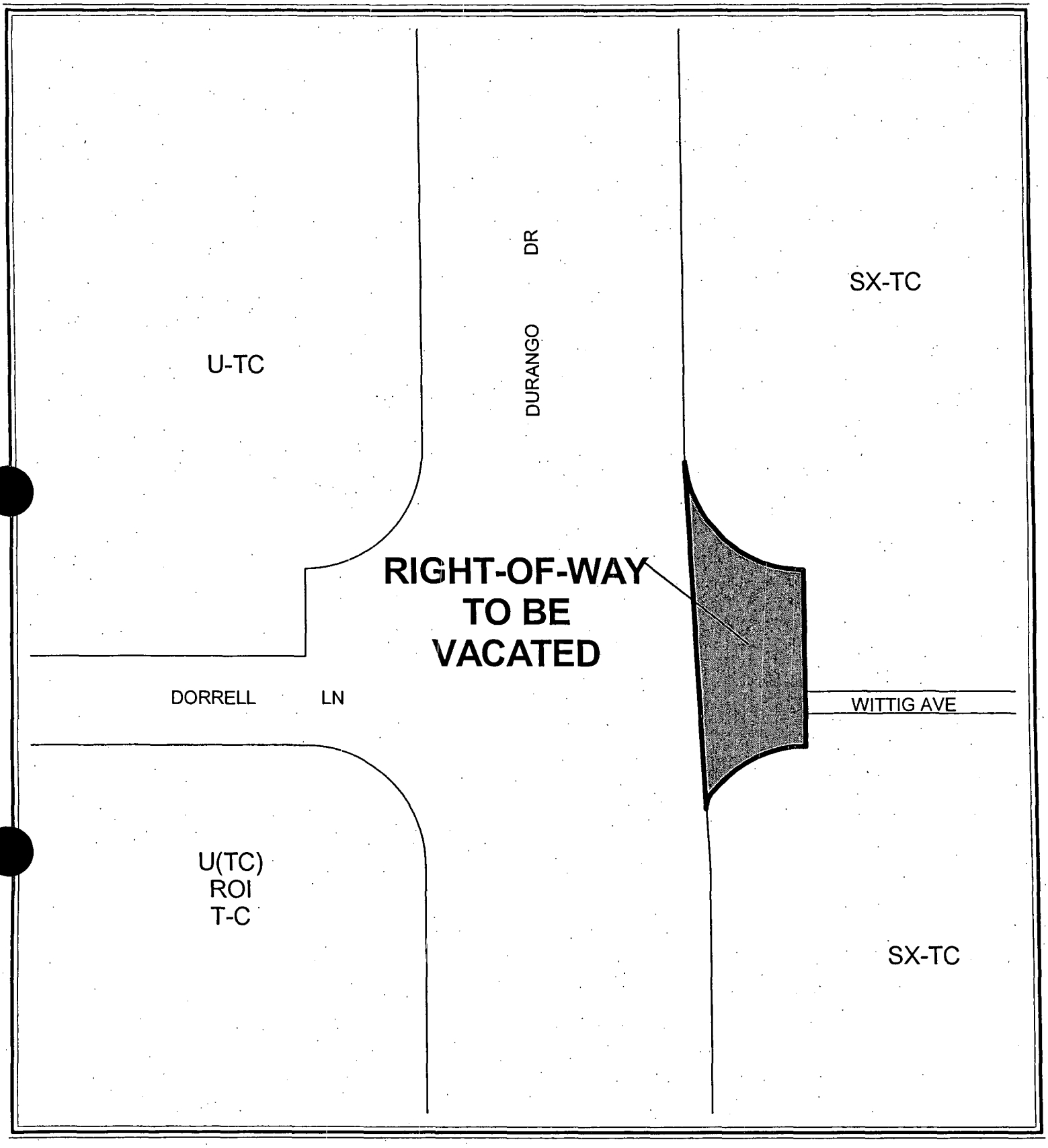
2. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress therefrom shall be provided if required.

3. All development shall be in conformance with code requirements and design standards of all City

CONDITIONS - Continued:
Departments.

4. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, conditions that require modifications to public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five-foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

5. If the Order of Vacation 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.



CASE: VAC-4747

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 20, 2004
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ABEYANCE ITEM - VAC-4747 - APPLICANT/OWNER: M T C 118, INC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 15, 2004 CITY COUNCIL MEETING AT THE APPLICANT'S REQUEST.

** CONDITIONS **

The Planning Commission (3-2 vote) and staff recommend APPROVAL, subject to:

1. All existing public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

2. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress therefrom shall be provided if required.

3. All development shall be in conformance with code requirements and design standards of all City Departments.

4. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, conditions that require modifications to public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five-foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

5. If the Order of Vacation 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.

** STAFF REPORT **

APPLICATION REQUEST

A) Action Requested

This is a Petition to Vacate the stubbed portion of Wittig Avenue east of Durango Drive.

B) Applicant's Justification

The applicant justifies this request by stating that the subject vacation will satisfy Condition Number 18 of the Site Development Plan Review (SDR-3764) for the Montecito Marketplace commercial development. The right-of-way to be vacated will be incorporated into this development.

BACKGROUND INFORMATION

A) Previous Actions

12/07/98 The City Council approved a Rezoning to T-C (Town Center) for this site as part of a larger request (Z-0076-98). The Planning Commission and staff recommended approval.

03/06/02 The City Council approved a request for a Development Agreement (DA-0002-01) to establish a set of development standards for portions of the UC-TC (Urban Center Mixed Use - Town Center) and MS-TC (Main Street Mixed Use - Town Center) land use districts within the Town Center Zoning District on 172.46 acres of property generally located north of Centennial Parkway, west of Durango Drive, south of Elkhorn Road, and east of El Capitan Way. The Planning Commission and staff recommended approval.

12/19/02 The Planning Commission approved a request for a Tentative Map (TMP-1244) for a three-lot commercial subdivision on 80 acres on the east side of the El Capitan alignment (Durango Drive) between Elkhorn Road and Deer Springs Way. Staff recommended approval.

12/04/03 The Planning Commission approved a request for a Site Development Plan Review (SDR-3267) for a proposed hospital on 40 acres adjacent to the northeast corner of Durango Drive and Deer Springs Way. Staff recommended approval.

04/07/04 The City Council approved a Site Development Plan Review (SDR-3764) for a proposed 587,750 square-foot mixed-use commercial development (Montecito Marketplace) on 45.6 acres covering two separate but adjacent sites adjacent to the northeast and northwest corners of Durango Drive and Dorrell Lane. The Planning Commission and staff recommended approval.

08/12/04 The Planning Commission voted 3-2 to recommend APPROVAL (PC Agenda Item #25/SS)

DETAILS OF APPLICATION REQUEST

The subject Vacation is legally described as the North Half and South Half of Wittig Avenue, eighty feet (80') wide, commencing at the east right-of-way line of Durango Drive and extending easterly approximately 54 feet, including the spandrel areas; said property being a portion of the West Half (W ½) of the Northeast Quarter (NE ¼) of Section 20, Township 19 South, Range 60 East, M.D.M.

ANALYSIS

A) Planning discussion

Condition Number 18 of the Site Development Plan Review (SDR-3764) for the Montecito Marketplace commercial development required a submittal for vacation of the stubbed portion of Dorrell Lane (aka Wittig Avenue) prior to the approval of construction drawings, issuance of any permits for this site, or the recordation of a Final Map overlying or abutting the stubbed portion of Dorrell Lane (aka Wittig Avenue) east of Durango Drive, whichever occurred first. The proposed vacation of public right-of-way will thus allow for development of a portion of the Montecito Marketplace commercial development. The future Wittig Avenue will not bisect this development. Traffic-handling capability for these streets will not be compromised as a result of the proposed vacation, as this portion of right-of-way never experiences traffic. The request would not eliminate public street access to any abutting parcels or adversely affect any abutting properties.

B) Public Works discussion

The following information is presented concerning this request to vacate certain public street rights-of-way:

A. Does this vacation request result in uniform or non-uniform right-of-way widths? *N/A. It is to eliminate a stub for a future street that the adjacent development will not use.*

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *No, since it is not currently used for traffic purposes.*

C. Does it appear that the vacation request involves only excess right-of-way? *Yes, a stub for a street that won't be used.*

D. Does this vacation request coincide with development plans of the adjacent parcels? *Yes, a commercial site previously reviewed under SDR-3764.*

E. Does this vacation request eliminate public street access to any abutting parcel? *No.*

F. Does this vacation request result in a conflict with any existing City requirements? *No.*

G. Does the Department of Public Works have an objection to this vacation request? *No.*

NOTICES MAILED 4 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAC-4747 APN: 125-20-101-017

Name of Property Owner: M T C 118 INC.

Name of Applicant: M T C 118 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: [signature]

Print Name: Frank Nielsen

Subscribed and sworn before me

This 28 day of June, 2004

Marsha Bloss

Notary Public in and for said County and State

MARSHA BLOSS
Notary Public State of Nevada
No. 01-68651-1
My appt. exp. May 15, 2005

VERBATIM TRANSCRIPT – ITEM 87

VAC-4747 – APPLICANT/OWNER: MTC 118, INC.

Appearance List:

OSCAR GOODMAN, Mayor

CHRIS KAEMPFER, Attorney, Kummer Kaempfer Bonner & Renshaw, 3800 Howard Hughes Parkway

PAUL LARSEN, Attorney, 300 South 4th Street

MICHAEL MACK, Councilman

BART ANDERSON, Public Works Department

(1:51 – 2:03)

3-1605

10 minutes

Typed by: Angela Crolli

Proofed by: Stacey Campbell

VERBATIM TRANSCRIPT – ITEM 87

MAYOR GOODMAN

Okay. We're up to Item Number 87; 87 is VAC-4747. This is a public hearing. The applicant/owner is MTC 118 Inc. Petition to vacate the stubbed portion of Wittig Avenue east of Durango Drive. It's in Ward 6. The Planning Commission and staff both recommend approval subject to conditions. The public hearing is now declared open. Mr. Kaempfer?

CHRIS KAEMPFER

Good afternoon, Your Honor and members of the Council. I'm Chris Kaempfer, 3800 Howard Hughes Parkway, here on behalf of the Montecito Companies. At the time of our site plan development approval, a condition was imposed, number 18 that required a submittal for vacation of a stubbed portion of Dor, Dorrell Lane, also known as Wittig. If we can go to the overhead here, you can get an idea what we're talking about. It's this small portion right here. It's just a little spandrel on – what was at one time Dorrell Avenue. Quite frankly, the application before you today was filed pursuant to the requirements imposed on us by this Council. You asked us to do it. Your staff, apparently, did not want to have continuing responsibility and potential legal liability for right-of-way that's consisting of a small spandrel, which the City did not want or need.

If you review the back up material from your staff, you'll see that staff asked and then answers the following questions: says, from the traffic handling viewpoint, will this vacation request result in a reduced traffic handling capability? The answer is no since it is not currently used for traffic handling purposes. Does it appear that the vacation request involves only access right-of-way? Yes. Does this vacation eliminate public street access to an abutting parcel? No. Does this vacation request result in a conflict with any existing City requirements? No. Does the Department of Public Works have an objection to the vacation request? No. So, based on the fact that your condition that you have, that you imposed on us, require that we submit this vacation request then we, and the staff and Planning Commission have recommended approval, we'd respectfully request that you approve what you asked us to do.

MAYOR GOODMAN

All right. Thank you. Are there any questions? All right, folks, public hearing, would anybody like to be heard?

PAUL LARSEN

Good afternoon Mayor. Paul Larsen, 300 South Fourth Street, representing Triple Five. With me is Barry Bender from Triple Five as well. Before I get into our presentation, I just want to respectfully request this item be held for, or continued for two weeks, it probably would be appropriate. We have, the development we are – contemplating on property to the immediate east of the Durango alignment that's being vacated, part of the traffic we may anticipate being generated or handled, would be on Dorrell alignment. We have approached the property owner here and made a recommendation and a request to have a street at the Dorrell alignment. I would also suggest that prior traffic studies by this property owner and for this particular property, including the development agreement for the Montecito Town Center, contemplated Dorrell being a through street.

In addition, I would also point out that the area sought to be vacated was paid for with City monies. It was not dedicated. So, I think the vacation order that is before you today, does not contemplate a repayment of the money that was originally paid to the property owner. So that would put the property owner in a position where they both got paid for the property and are getting the property back. That would, obviously, be inappropriate. Nevertheless, our interest here today is simply to ask this to be continued for two weeks so we could continue our discussion with the property owner and possibly reach an agreement about some kind of alignment either at the Dorrell alignment or nearby to handle the traffic both for their prospective or planned development and the one that we're planning for a shopping center to the immediate east. And I'd be happy to answer any questions or go into more detail.

MAYOR GOODMAN

Have you spoken to Mr. Kaempfer to see whether or not he would agree to the two-week abeyance?

PAUL LARSEN

I have spoken to Mr. Kaempfer, regardless of his personal views, he's not empowered by his client to grant that two-week abeyance.

MAYOR GOODMAN

All right. Fair enough. Mr. Kaempfer, did you want to respond to that?

CHRIS KAEMPFER

Yes, if I might, just very briefly.

MAYOR GOODMAN

Sure.

CHRIS KAEMPFER

There is no road on Dorrell, your staff can confirm that, Dorrell alignment doesn't exist anymore. We're merely asking what, are doing what you asked us to do. If you don't want to do it, don't do it. If you want to do it, do it. I just, I think what the issue is, that your staff, as your staff – points out, does the City want to maintain continuing responsibility for a little piece of property that is nowhere, goes nowhere. So, our position, we're ready to have you act as you see fit.

MAYOR GOODMAN

I appreciate that. Okay. Very good. Folks, anybody else want to be heard? We'll close the public hearing, then. Councilman Mack.

COUNCILMAN MACK

Thank you, Your Honor. I'd like to ask staff, has in any point in time, has this road been designated by Master Streets and Highways as a road?

BART ANDERSON

No, Sir, it has not. It has been shown as a possible road alignment in the Town Center Plan along with numerous other grid aligned roadways that are suggestions only. But in very many cases, almost all cases of development in Town Center, those roads have actually been eliminated, not dedicated, not provided because the development patterns that were approved did not need them. For example, the Kohls center to the south would have two of those roads running, bisecting it in each direction, cutting it into quarters. It was decided that the development of the Kohl site as shown was preferable to that.

The same can be said about the hospital site that was approved, as well as the commercial site on either side of Dorrell. The roadway was not conducive to the development that the master developer wished to pursue. And again, the – roadways of this nature that are shown on the map are not master planned. They are not designated or set in stone. They're suggestions only, and in – many cases and probably every case, that I can think of, they have been changed, modified or not done along that alignment.

I might also point out that the – area contemplated for development by the – developer who is objecting, also has two of these roadways bisecting the property that – he is proposing to develop. And I'm not entirely sure that the development plans that I've seen that he's proposed would provide those roadways either. So, I would just suggest that those roadways were guidelines and suggestions, but never hard and fast.

COUNCILMAN MACK

So, we never adopted anything in any of our – plans.

BART ANDERSON

No, Sir.

COUNCILMAN MACK

And the roadways that would go through the proposed Triple Five property would be, what, Hailey and what other roads would, if it was another –

BART ANDERSON

The – extension – of Doe Brook Trail to the north and Hailey, as you say, going east/west. Those were approved for vacation or at least the Hailey one was approved for vacation when the prior owner of this property developed and, but again, the – alignment, the roadway is exactly the same as the Dorrell one. It just shows that, as development comes in, it has the ability to redirect those roadways, and the roadways themselves, the suggested grid alignment should not be taken as gospel. You have to see what development has been approved.

COUNCILMAN MACK

So, what we're here to discuss today has nothing to do with the Dorrell or the alignment or the road. It's just the little nub that comes off to Wittig.

BART ANDERSON

Correct. When – Durango itself was constructed, because it was a roadway alignment and there was no plan showing that it was not needed or was needed, it was simply built as, because Dorrell does exist to the west of Durango, so, for symmetry of intersection and because there was no plan showing otherwise, it was constructed by the Special Improvement District. But subsequent to that construction, the developer came in with a plan, two developers in fact, the one to the north of Dorrell and the hospital to the south of Dorrell, both of which agreed that that roadway was not necessary and the roadway was not required. So, now what we have is a little stub that attaches to nothing and per the approved site plan of two developments, is not going to be continued to the east. It is my recommendation that this last vestige of that roadway be returned to private use for the reason that the attorney for the applicant had specified; liability and maintenance obligations.

COUNCILMAN MACK

So, if the Council found fit not to approve this vacation request, what burden would it place onto the City?

BART ANDERSON

Well, we would just have the maintenance responsibility and the liability of a roadway that goes nowhere.

COUNCILMAN MACK

Private driveway.

BART ANDERSON

It's essentially a private driveway, and – so there would just be disputes, depending on whether the accident happened here or whether it happened there or, you know, that – type of thing. The roadway itself is, unless the previously approved app, applications for the commercial site to the north of Dorrell and hospital to the south, are somehow revoked and the street required through some other action, there will not be a street there. There's never been right-of-way. There's not even patent easements. So, there's no legal right that the City has to force the street to go there. We're simply trying to clean up a little bit of an oversight, if you will.

COUNCILMAN MACK

If the Council was to – accepting the proposal to vacate the road today and Triple Five and Montecito Companies were to come back with some type of agreement to have an alignment or to have some kind of road go through Dorrell, would this action today, could this be reversed?

BART ANDERSON

Certainly, because the rest of the road would need to be dedicated as well and the rededication of the entry spandrel would just be a simple part of the next dedication documents. So, if – any agreement is made, we're absolutely fine with that, and it could be accomplished all at once.

COUNCILMAN MACK

All right, Your Honor, I'll make, I'm ready to make a motion.

MAYOR GOODMAN

All right. Thank you, Councilman.

COUNCILMAN MACK

Your Honor, this vacation would fulfill the intent of Condition Number 18 of SDR-3764. My **motion is for approval with staff conditions.**

MAYOR GOODMAN

All right. Let's vote, please. Post. Motion carries. **(Motion carried unanimously)**

(END OF DISCUSSION)

/ac;slc