

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 18, 2006**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

VARIANCE RELATED TO GPA-14118 AND ZON-14120

VAR-14122 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Variance TO ALLOW PHASE ONE OF A TWO PHASE PROJECT TO PROVIDE 3,300 PARKING SPACES WHERE 3,585 ARE REQUIRED AND TO ALLOW THE COMPLETED PROJECT TO PROVIDE 3,894 SPACES WHERE 4,173 ARE REQUIRED FOR A PROPOSED MIXED-USE DEVELOPMENT on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone and R-PD15 (Residential Planned Development - 15 Units Per Acre) Zone [PROPOSED: PD (Planned Development) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

2

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting documentation
4. Justification Letter
5. Two Protest Letters

Motion made by GARY REESE to Table Item 115 [GPA-14118], Item 116 [ZON-14120], Item 117 [VAR-14122] and Item 118 [SDR-14114]; HOLD IN ABEYANCE Item 119 [ZON-15031], Item 120 [SDR-15030], Item 124 [SUP-13362], Item 131 [RQR-13989], Item 133 [ZON-14344], Item 134 [VAR-15323], Item 135 [SDR-14353] and Item 142 [SDR-15747] to 11/15/2006; Item 129 [RQR-15420], Item 130 [RQR-13791], Item 132 [RQR-15054] and Item 141 [SUP-15347] to 11/01/2006; Item 128 [SUP-15442] and Item 72 [Four Aces Emporium] to 02/07/2007

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Minutes:

See Item 115 for related backup.



AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ABEYANCE - VAR-14122 - APPLICANT: R & S
INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 4, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

Staff recommends DENIAL. The Planning Commission (4-1/sd vote) recommends APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-14120) and Site Development Plan Review (SDR-14114) shall be required.
2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Variance to allow phase one of a two phase project to provide 3,300 parking spaces where 3,585 are required and to allow the completed project to provide 3,894 spaces where 4,166 are required for a proposed mixed-use development on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway

A related General Plan Amendment to PCD (Planned Community Development), Site Development Plan Review (SDR-14114), and a Rezoning (ZON-14120) will be considered concurrently.

EXECUTIVE SUMMARY

Because a less intense development would allow conformance to Title 19 parking requirements, staff has no basis to recommend approval of this request.

BACKGROUND INFORMATION

A) *Related Actions*

- | | |
|----------|--|
| 12/08/97 | The City Council approved rezonings (Z-109-97 and Z-110-97) of this site from R-E (Residence Estates) and C-1 (Limited Commercial) to R-PD 15 (Residential Planned Development – 15 Units Per Acre) and C-1 (Limited Commercial). The Planning Commission and Planning and Development Department staff had recommended approval |
| 07/27/06 | The Planning Commission recommended approval of companion items GPA-14118, ZON-14120 and SDR-14114 concurrently with this application. |
| 07/27/06 | The Planning Commission voted 4-1/sd to recommend APPROVAL (PC Agenda Item #28/ar). |

B) *Pre-Application Meeting*

- | | |
|----------|---|
| 04/07/06 | Staff explained the requirements of the PD (Planned Community) zoning district. |
|----------|---|

C) *Neighborhood Meetings*

On June 26, 2006 a neighborhood meeting sponsored by the applicant was held at the Los Prados Country Club, 5150 Los Prados Circle to discuss the development of this site. Twelve people attended and had the following concerns:

- Traffic - this project will compound current traffic problems
- School - student safety a concern with increased traffic
- Parking Garage - lighting, noise, exhaust, obstructed views a concern for adjacent homes
- Height of buildings/parking garage - will obstruct views, be unsightly from adjacent backyards
- 24 hour use - concern for 24 hour traffic, noise, congestion, crime
- Move or underground parking garage, build 10' perimeter walls

DETAILS OF APPLICATION REQUEST

Site Area: 36.43 Acres

EXISTING LAND USE

Subject Property	Undeveloped
North	CC 215 Right of Way
South	Single-family Dwellings
East	Undeveloped - city of North Las Vegas
West	Single-family Dwellings

PLANNED LAND USE

Subject Property	M (Medium Density Residential) and SC (Service Commercial)
North	CC 215 Right of Way
South	ML (Medium-Low Density Residential)
East	city of North Las Vegas – Regional commercial
West	M (Medium Density Residential)

EXISTING ZONING

Subject Property	R-E (Residence Estates) under Resolution of Intent to C-1 (Limited Commercial)
	R-PD15 (Residential Planned Development - 15 Units Per Acre) to PD (Planned Development)
North	CC 215 Right of Way
South	R-1 (Single-family Residential)
East	city of North Las Vegas – C-1 (Neighborhood Commercial)
	C-2 (General Commercial)
West	R-PD8 (Residential Planned Development - 8 Units Per Acre)
	R-PD6 (Residential Planned Development - 6 Units Per Acre)

<i>SPECIAL DISTRICTS/ZONES</i>	YES	NO
SPECIAL PLAN AREA		X
RURAL PRESERVATION NEIGHBORHOOD		X
RURAL PRESERVATION NEIGHBORHOOD BUFFER		X
PROJECT OF REGIONAL SIGNIFICANCE	X	

Staff has determined that the related proposed General Plan Amendment and its companion items would meet the definition of a Project of Regional Significance as defined in the ordinance, and has notified the applicant to prepare an impact report as required by the Ordinance for referral to the City of North Las Vegas.

A) Zoning Code Compliance

A1) Parking and Traffic Standards

Pursuant to Title 19.10, the following Parking Standards apply to the subject proposal:

PHASE ONE

Uses	GFA	Ratio	Required		Provided	
			Parking		Parking	
			Regular	Handicap	Regular	Handicap
100 room hotel	71,100 SF.	1 space per room	100 spaces			
Office	450,600 SF	1/300 sf	1,502 spaces			
Retail	140,030 SF	1/250 sf	560 spaces			
Restaurant – seating areas	27,370 SF	1/50 sf	548 spaces			
Restaurant – non seating areas	11,730 SF	1/200 sf	59 spaces			
144 two-bedroom units	209,790 SF	1.75 spaces per unit plus one guest space per 6 units	276 Spaces			
Health Club	108,000 SF	1/200 SF	540 Spaces			
TOTAL			3,585	46	3,300	39

PHASE TWO

Uses	GFA	Ratio	Required Parking		Provided Parking	
			Regular	Handicap	Regular	Handicap
Office	26,200 SF	1/300 sf	88 spaces			
Retail	56,500 SF	1/250 sf	226 spaces			
Restaurant – seating areas	8,750 SF	1/50 sf	175 spaces			
Restaurant – non seating areas	3,750 SF	1/200 sf	19 spaces			
42 two-bedroom units	70,200 SF	1.75 spaces per unit plus one guest space per 6 units	80 Spaces			
TOTAL			588	6	594	13

COMPLETED PROJECT AT BUILD OUT

Uses	GFA	Ratio	Required Parking		Provided Parking	
			Regular	Handicap	Regular	Handicap
100 room hotel	71,100 SF.	1 space per room	100 spaces			
Office	476,800 SF	1/300 sf	1,590 spaces			
Retail	196,530 SF	1/250 sf	786 spaces			
Restaurant – seating areas	36,120 SF	1/50 sf	723 spaces			
Restaurant – non seating areas	15,480 SF	1/200 sf	78 spaces			
186 two-bedroom units	279,990 SF	1.75 spaces per unit plus one guest space per 6 units	356 Spaces			
Health Club	108,000 SF	1/200 SF	540 Spaces			
TOTAL			4,173	52	3,894	52

B) General Analysis and Discussion

The project will be deficient 285 spaces (approximately 8 %) upon completion of phase one. Phase one is also deficient seven handicap parking spaces. After completion of phase two, the completed development will be deficient 279 spaces (approximately 6.7%).

The following reductions would allow the completed project to comply with the parking requirements of Title 19:

Elimination of 83,700 square feet of office;
Elimination of 69,750 square feet of retail;
Elimination of 13,950 square feet of restaurant seating area;
Elimination of 55,800 square feet of gym.

The Clark County Development Code includes a separate parking requirement for mixed uses. In order to provide a comparison, staff has calculated the parking requirement for the proposed development and has determined that 3,643 parking spaces would be required for the completed project if it were located in the county.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L states:

"Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to overbuild the site. A less intense development would allow conformance to Title 19 parking requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

ASSEMBLY DISTRICT 13

SENATE DISTRICT 9

NOTICES MAILED 483 by City Clerk

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-14122 APN: 125-25-501-010; 125-25-601-022,023

Name of Property Owner: Decatur III LLC & Decatur IV LLC

Name of Applicant: R & S Investment Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: [Signature]

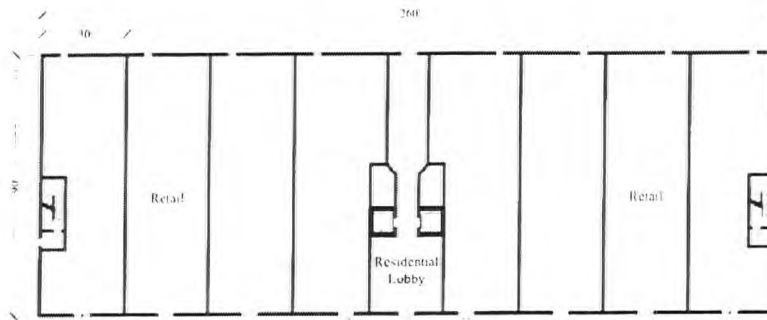
Print Name: R. PHILLIP NOURAFCHAN

Subscribed and sworn before me

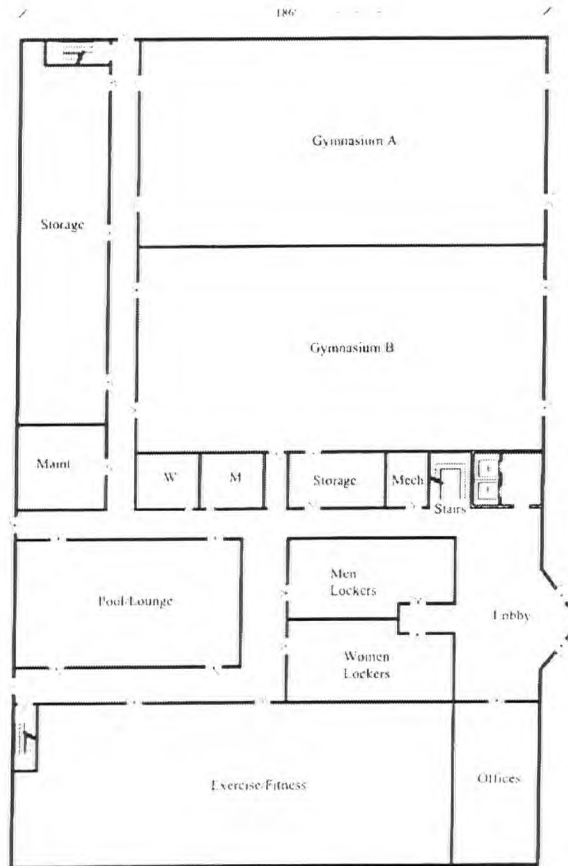
This 18th day of May, 2006
Teresa Cargill
Notary Public in and for said County and State



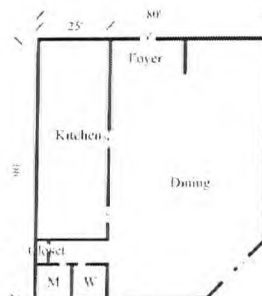
Note:
 Drawings have been prepared without benefit of a complete survey.
 This is a conceptual drawing and no dimensions of any structure are shown.



Building H1 - Typical Retail Floor
 23,400 SF

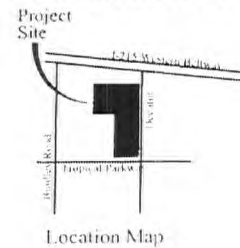


Gymnasium - Typical Floor
 (2 levels at 54,000 SF each)
 108,000 GSF



Restaurant 5 - Typical Floor
 (1 level)
 7,200 GSF

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Building Floor Plans

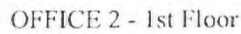
Project No. 105149 June 07, 2006

R&S INVESTMENT GROUP

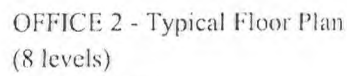
LIFESTYLE CENTER
 Las Vegas, Nevada

JUN 7 2006 **Perdman**

This plan has been prepared without benefit of a complete survey. It is Conceptual in Nature and No guarantee of its accuracy is implied.



Gross Floor Area: 20,946.57
 Est. Circulation: 5,976.54
 Seating Area: 14,025.51
 Exposed Percentage: 70.15%



19,400 SF /FL

155,200 GSF

Gross (1991) $V_{\text{gross}} = 9036 \text{ g SS}$
 A19% $V_{\text{gross}}(19\%) = 1716.84 \text{ g}$
 Net (1991) $V_{\text{net}} = 7319.16 \text{ g}$
 Feasibly $V_{\text{net}}(19\%) = 1390.74 \text{ g}$

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Project No 105149 June 07, 2006

⁵² Corvaise 2006; Process Design Group 2007.

OFFICE LAYOUT

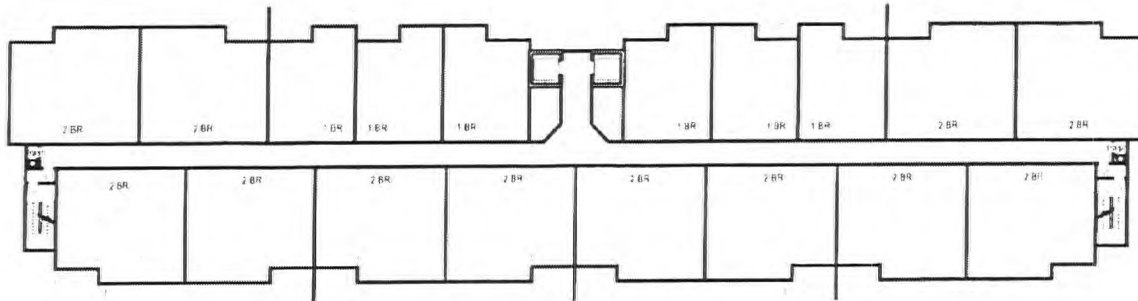
R&S INVESTMENT GROUP

LIFESTYLE CENTER JUN 7 2006
Las Vegas, Nevada

Las Vegas, Nevada

Perlman

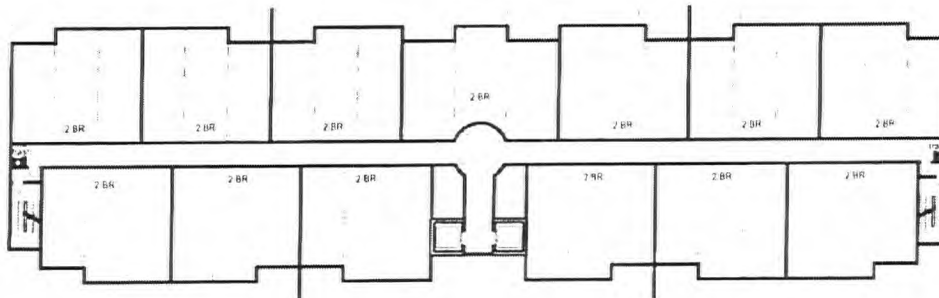
Note:
This plan has been prepared to show the unit layout only.
Final unit layouts, sizes, and dimensions are subject to change.



Building B - Typical Residential Floor

RESIDENTIAL
(3 levels)
54 units total
85,050 GSF

RETAIL
28,350 SF



Building H - Typical Residential Floor

RESIDENTIAL
(3 levels)
48 units total
70,200 GSF

RETAIL
23,400 SF

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Scale: 1/8" = 1'-0"
1/8" = 1'-0"

Project No. 105149 June 07, 2005

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RESIDENTIAL LAYOUT

R&S INVESTMENT GROUP

LIFESTYLE CENTER JUN 7 2006
Las Vegas, Nevada

Perlman



Las Vegas • Newport Beach • Scottsdale

June 1, 2006

Ms. Margo Wheeler
Director of Planning and Development
City of Las Vegas
731 S. 4th Street
Las Vegas, NV. 89101

RE: Letter of Justification for the Lifestyle Center- located at the northwest corner of Decatur Blvd. and Tropical Parkway; APN: 125-25-501-010; 125-25-601-022, 023

Dear Ms. Wheeler:

On behalf of our clients, R & S Investment Group, we are requesting approval of the following applications for the Lifestyle Center, located on a 36.43 acre parcel on the northwest corner of Decatur Blvd. and Tropical Parkway:

- 1) General Plan Amendment to change the land use designation from SC and M to PCD
- 2) Rezoning from C-1 and RPD-15 to P-D.
- 3) Site Development Plan Review for a mixed use project
- 4) Variance to reduce required parking.

PROJECT DESCRIPTION

The Lifestyle Center is a unique mixed-use development project, unlike any other project in the City of Las Vegas. It will consist of the following components:

- 1) *Commercial:* The commercial component will consist of two phases; the first phase will provide a 108,000 square foot gymnasium, 71,100 square foot hotel, 450,600 square feet of offices, 140,030 square feet of retail, 43,300 square feet of restaurants for a total square footage of 813,030. The second phase will provide 35,600 square feet of offices, 61,200 square feet of retail uses, and 7200 square foot restaurant for a total square footage of 104,000. The total commercial square footage for both phases is: 917,030.
- 2) *Residential:* The residential component will consist of two phases, the first phase consists of a total of 144 units in two buildings with a maximum height of 4 stories, and all the units will be 2 bedroom units. The second phase consist of 42 units in one building with a maximum height of 4 stories, all the units will be 2 bedroom units.

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- 3) *Parking:* The parking was determined by calculating the required parking for each individual office, restaurant, hotel, gym and retail use in the commercial component and by bedroom mix for the residential component. A total of 4,426 spaces are required for the commercial/residential component and 3,536 are provided. A total of 1,375 at grade spaces will be provided, with the remainder in above grade parking structures.
- 4) *Pedestrian Connectivity:* Pedestrian Plazas will be located at strategic points along the interior boulevard adjacent to the hotel, the restaurants, the gym, the offices and the residential units. The pedestrian plazas are connected by extensive network of pedestrian walkways which will provide access to all portions of the site. Enhanced paving will be provided to delineate the pedestrian crossings of the interior boulevard.
- 5) *Vehicular Access:* Three points of access are provided to Decatur Blvd; it is anticipated that one of these intersections will be signalized. There are two points of access to Tropical Parkway.

GENERAL PLAN AMENDMENT

In approving a General Plan Amendment, Chapter 19.18.030 states that the applicant must list reasons for the proposed amendment and state why the proposed amendment works to promote the public health, safety and general welfare of the community.

The proposed amendment has been filed for the following reasons:

- a. The proposed mixed use project could not be developed utilizing the existing General Plan designation.
- b. The proposed mixed use project will provide a unique development which will provide the residents of the project the opportunity to live, work and play all on the same site.

The proposed amendment will promote the public health, safety and general welfare of the community by:

- a. The proposed mixed use project will promote the public health by providing an extensive pedestrian walkway through-out the project.
- b. The proposed mixed use project will provide a unique development which will provide the residents of the project the opportunity to live, work and play all on the same site.
- c. The proposed mixed use project will promote the public safety by providing needed street improvements.

Additionally the applicant is required to comment of the following:

- 1) Whether there has been unanticipated growth and development of the community in the area surrounding the application site or growth and development not specifically considered when the General Plan was adopted;
The development of the beltway (CC-215) has led to growth and development in the area which was not anticipated. The property located

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directly to the east of the site is located within the City of North Las Vegas and is currently being developed with single family residential uses as well as commercial uses.

- 2) Whether the proposed amendment to the General Plan will allow a zoning classification which imposes burdens imposed by the classification currently provided for under the General Plan;
The existing General Plan designations allow for both commercial development and commercial development but does not allow for the proposed mixed use project. The proposed P-D zoning will impose burdens consistent with the regulations imposed by the C-1 and RPD zoning designations which currently exist on the site.
- 3) Whether the amendment to the General Plan continues to promote the objectives of the General Plan as designated in NRS 278.
The proposed amendment to PCD will continue to promote the objectives of the General Plan.

REZONING

In approving a rezoning Chapter 19.18040 requires the following findings:

- 1) The proposal conforms to the General Plan.
The proposed P-D zoning district conforms to the requested PCD general plan designation.
- 2) The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land use and zoning districts.
The mixed use project proposed on this site is compatible with the surrounding land use and zoning of residential and commercial in the immediate area.
- 3) Growth and development factors in the community indicate the need for or appropriateness of the rezoning.
The tremendous growth experienced by the Las Vegas valley indicates the need for a mixed use project and the appropriateness of the proposed rezoning.
- 4) Street or highway facilities providing access to the property are or will be adequate in size to meet requirements of the proposed zoning district.
Decatur Blvd., Tropical Parkway and CC-215 all provide access to the site and are adequate to accommodate the traffic generated by this project.

SITE DEVELOPMENT PLAN REVIEW

Chapter 19.18.050 (E) provides the following criteria for Site Development Plan Review:

- 1) The proposed development is compatible with adjacent development and development in the area;

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- 2) The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall, and Buffer Standards, and other duly-adopted city plans, policies and standards;
- 3) Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;
- 4) Building and landscape materials are appropriate for the area and for the city;
- 5) Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious with development in the area;
- 6) Appropriate measures are taken to secure and protect the public health, safety and general welfare.

This proposed mixed use project meets the criteria established for the approval of a Site Development Plan Review. The project proposes the development of the site as a mixed use project with a commercial component consisting of retail, offices, a gym, a hotel, restaurants and a residential component consisting of 186 units. The site is located immediately adjacent to CC-215 with a ramp on Decatur Blvd. providing direct access to the site. The architectural design of the buildings will compliment the existing development in the area. The landscaping will provide a buffer with the existing single family homes as well as provide a shaded tree lined interior boulevard for the use and enjoyment of the residents and visitors to the project.

The attached site plan depicts a proposed traffic signal at the intersection of Rice Ave. and Decatur Blvd. This signal will allow full traffic movements through the intersection as well as into and out of the main entryway of the proposed Lifestyle Center project. We believe that full traffic movements through this intersection are necessary to provide access to the property and reduce the possibility of traffic congestion and U-turn conflicts. It should be noted that a nearly identical situation exists north of the CC-215 Beltway with the signalization of the main entryways to the Costco/Wall-Mart properties.

VARIANCE

A variance has been submitted with this application to allow a reduction in the required parking. The number of parking spaces provided for Phase I is less than the minimum number of parking spaces required by the City of Las Vegas. The number of parking spaces provided for Phase II exceeds the minimum parking spaces required by the City of Las Vegas. The overall project does not provide the code required parking spaces. The City of Las Vegas does not have a mechanism to allow shared parking for a mixed use project therefore a variance has been filed currently with the Master Development Plan and Development Standards. Parking facilities may be used jointly when two different operations are not normally conducted during the same hours or when hours of peak use vary. Several of the buildings will have retail uses on the ground floor and office uses on the upper floors, these two uses typically have different peak hours and can utilize the same parking. Also, several of the buildings have retail uses on the ground floor and residential uses on the upper floors, these two uses typically have different peak hours and can utilize the same parking.

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Based upon Chapter 19.10 requirements the project is required to provide ³⁷⁹⁷~~3,845~~ parking spaces for phase I and 581 parking spaces for phase II for a total of 4,426 parking spaces. The site plan provides 2,854 parking spaces for phase I and 682 parking spaces for phase II for a total of 3,536 parking spaces. This is a difference of 890 parking spaces. Based upon the mixed use nature of the project and the fact that different uses have different peak hours the parking is adequate to serve the needs of the residents and visitors.

Chapter 19.18.070 states that a variance can be approved by the Planning Commission with the finding that "extraordinary and exceptional situation or condition of the piece of property, that the strict application of any zoning regulation would result in a peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from the strict application may be granted so as to relieve the difficulties or hardship."

Based upon the unique aspects of this project the variance can be approved and the necessary findings can be made. The project is a true mixed use project which provides a variety of uses on a single site and will reduce the need for parking and vehicles as the residents and visitors can walk to several of the uses without the need to use their vehicles.

SUMMARY

In summary, the proposal provides an imaginative site and building design while maximizing the use of the property, it provides commercial, office, recreational and employment services needed in this area of the City. It has adequate transportation and other services to accommodate a project of this scope and intensity. It is anticipated this mixed use project will be the central activity center in the area and can be constructed and operated in a manner that is harmonious and compatible with the existing and anticipated uses in the area.

We respectfully ask for your favorable consideration of this project. Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,
Perlman Design Group



Sue Gray AICP
Entitlements Manager

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07/27/06 PC

gpa 14118-
VAR14122
215/AIC

Stephen M. & Patricia A. Kurtz
4862 Friar Tuck Ave
Las Vegas, NV 89130
HP 702-515-0731
CS 702-419-4330
CP 702-499-2326
W 702-644-6434
Steve@smkpak.net
Pattie@smkpak.net

August 30, 2006

Councilman Steven D. Ross
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, NV 89101

Re: VAR-14122

Dear Councilman Ross,

We will not be able to attend the Public Hearing on Sept 6, 2006 but would like to express our opposition to some of the land development that is being proposed at the North West corner of Tropical Pkwy and Decatur Blvd.

When I retired from the Air Force at Nellis AFB in Nov 1990 after almost 30 years of service we moved away because there wasn't many jobs to be had that paid well. We traveled the world with Pratt & Whitney Jet Engines and low and behold in 2003 they sent me right back to the building where I retired. Right back to where we wanted to retire, Las Vegas. We searched for houses for two months and finally decided on the one we are living in at 4862 Friar Tuck Ave.

When we bought our home in Apr 2003 we were given comprehensive planning maps of the area and we had no problem with what was planned on the NW corner of Decatur and Tropical. It was zoned service commercial (SC) and Medium Density Residential (M). It was explained to us that it would be no higher than 2 stories.

The proposed plan now calls for commercial bottom with 2 condos above the businesses. A building J is planned to be directly north of the rear of our house.

One of the things that caught my wife's eye when we decided on this house was the mountains I believe they are called the Sheep Range Mountains. With the density of this development and all the high rise buildings we will not be able to enjoy the beauty of the Sheep Mountains any longer if this goes through. This concern was expressed by others at the neighborhood meetings also but it just didn't seem to matter to the presenters.

More importantly is the south entrance / exit off Tropical. This is going to create a traffic safety hazard with all the children coming from school in the afternoon. Additionally, people will cut across Tropical onto Jousting and into our development to

2006 SEP 19 A 9:46
RECEIVED
CITY CLERK

beat the lights and traffic on Decatur creating additional unwanted traffic through our development.

The 8 story office complexes are definitely too high and what kind of exterior finish will be on these buildings? Will it be mirror like so in the afternoon the sun will reflect off it into our houses? This question by the way was never answered at the neighborhood meetings. Is there that big a demand for so called High End offices in our area that we need to make 2 office buildings 8 stories high? What about all the new so called High End Offices being constructed on the north side of Ann Rd.?

The 182 condos is definitely too much for this area. I still can't believe that people are going to pay big bucks for a Condo and have to park their car in a parking garage ¼ mile away. Has anyone looked at the District how crowded it is and not to mention trying to find a parking place and R & S Investment Group wants a variance from the required parking here, I don't think so. If I'm not mistaken the District did get a variance for the parking over there.

The parking garages are going to be higher than the parking garage at the Santa Fe which I don't think is going to be very appealing to prospective home buyers coming into the Las Vegas area not to mention the people who live on the west end of the development. I don't think everyone realizes how high those garages are going to be. Trees and landscaping is not going to hide those monstrous buildings.

What guarantees do we have that the homeless won't migrate to the North West and take up shelter in these parking garages? Will there be reliable security patrols on the property 24 / 7?

We were briefed that this is going to be a High End, Upper Scale type Mixed-Use Development. What guarantees do we have and will we have that once this developer fills all these stores, businesses, and condos that he doesn't sell the property to another investment firm that is content with getting just half the price of what the other guy was asking and now our High End development becomes the Low End Mixed-Use development.

We are not against change but when it affects this many lives adjustment to the changes should be made. The safety of the children needs to be enforced here.

Having said all this, we respectfully request the heavy density of this area be reduced. The south exit / entrance be eliminated or restricted to entrance only. The 8 story office buildings and the hotels should be restricted to only 3 stories and any other commercial property should be restricted to 2 stories along with the condos. As an added thought there should not be any parking along Tropical Pkwy so that children don't dart out from between the vehicles and someone run them over.

We thank you for taking the time to read and consider our comments and recommendations in an effort to improve the beauty of our neighborhood. If you would like to talk with us, we can be reached at the numbers and email above. You are welcome in our home also.

Respectfully Submitted,

Stephen M. Kurtz

Patricia A. Kurtz

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CITY CLERK

2006 SEP 19 A 9:46

Richard E. Ziebarth

4854 Friar Tuck Avenue
Las Vegas, Nevada 89130
(702) 655-5135

Dear Councilman Ross,

12 September, 2006

I apologize for not attending this evening, I had a previous engagement. I do want to express my gratefulness and gratitude for your attention in this matter and willingness to come out to our neighborhood. I have attended the last meeting put on by the developer as well as making remarks at the planning commission meeting on 27 July. I believe my concerns echo those of many in our community. They are:

1. Potential for increased, unattended traffic flow through our neighborhood. My preference for remedy is to install a gate at the Tropical Pkwy entrance on Jousting. The gate should be purchased, installed and maintained by the developer including a grandfather clause should the developer eventually sell the property. This would ensure continued maintenance of the gate.
2. Significant increase in traffic along Tropical Pkwy. I would like to see both *No Parking* signs in addition to red curbing on both sides of the street along Tropical Pkwy from Thom, eastward to Decatur Blvd.
3. Eight-story office buildings. My first concern is the height. To the developer's credit, they have listened and amended their plan to reduce the parking structures to five levels above ground. I believe this should set the height requirement throughout the entire 36 acre development where no structure should rise above that parking structure. Also a concern is glare from the window tinting. When the sun is in the southern hemisphere, if the south side is mirrored, the potential exists for a strong reflection to be cast southward even to the point of a blinding safety hazard.

Thank you for your time and consideration in this matter!

Sincerely,



Richard Ziebarth

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 18, 2006**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-14118, ZON-14120 AND VAR-14122

SDR-14114 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: R & S INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL - Request for a Site Development Plan Review FOR A PROPOSED MIXED-USE DEVELOPMENT, INCLUDING TWO EIGHT-STORY OFFICE BUILDINGS AND CONSISTING OF 186 RESIDENTIAL UNITS, 908,230 SQUARE FEET OF COMMERCIAL FLOOR AREA, AND TWO PARKING STRUCTURES on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway (APNs 125-25-601-022, 023; and 125-25-501-010), R-E (Residence Estates) Zone under Resolution of Intent to C-1 (Limited Commercial) Zone and R-PD15 (Residential Planned Development - 15 Units Per Acre) Zone [PROPOSED: PD (Planned Development) Zone], Ward 6 (Ross). Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting documentation
4. Justification Letter

Motion made by GARY REESE to Table Item 115 [GPA-14118], Item 116 [ZON-14120], Item 117 [VAR-14122] and Item 118 [SDR-14114]; HOLD IN ABEYANCE Item 119 [ZON-15031], Item 120 [SDR-15030], Item 124 [SUP-13362], Item 131 [RQR-13989], Item 133 [ZON-14344], Item 134 [VAR-15323], Item 135 [SDR-14353] and Item 142 [SDR-15747] to 11/15/2006; Item 129 [RQR-15420], Item 130 [RQR-13791], Item 132 [RQR-15054] and Item 141 [SUP-15347] to 11/01/2006; Item 128 [SUP-15442] and Item 72 [Four Aces Emporium] to 02/07/2007

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Minutes:

See Item 115 for related backup.



AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE - SDR-14114 - APPLICANT: R & S
INVESTMENT GROUP - OWNER: DECATUR III, LLC, ET AL**

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 4, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

Staff recommends DENIAL. The Planning Commission (4-1/sd vote) recommends APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-14120) and VAR-14122) shall be required.
2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All development shall be in conformance with the site plan and landscape plan, date stamped 07/05/06 and building elevations, date stamped 06/07/06, except as amended by conditions herein.
4. Seven additional handicap parking spaces shall be provided within phase one if it is completed before phase two.
5. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.
6. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.
7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).
9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.
10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
12. A Master Sign Plan shall be submitted for approval by the City of Las Vegas prior to the issuance of a Certificate of Occupancy for any building on the site and prior to the issuance of any sign permits.
13. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
14. A Comprehensive Construction Staging Plan shall be submitted to the Planning and Development Department for review and approval prior to the issuance of any building permits. The Construction Staging Plan shall include the following information: Design and location of construction trailer(s); design and location of construction fencing; all proposed temporary construction signage; location of materials staging area; and the location and design of parking for all construction workers.
15. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.
16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

17. Construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site; the connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network; the connecting sidewalk shall be terminated on-site with a handicap ramp.

18. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a.
19. Landscape and maintain all unimproved rights-of-way, if any, on Decatur Boulevard and Tropical Parkway adjacent to this site.
20. Submit an Encroachment Agreement for all landscaping, if any, located in the Decatur Boulevard and Tropical Parkway public rights-of-way adjacent to this site prior to occupancy of this site.
21. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
22. A Homeowners' Association or Landscape Maintenance Association shall be established to maintain all private roadways, landscaping and common areas created with this development.
23. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-14120 and all other applicable site-related actions.
24. 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. We note that meandering sidewalk is shown adjacent to Decatur Boulevard.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Site Development Plan Review for a proposed mixed-use development, including two eight-story office buildings and consisting of 186 residential units, 908,230 square feet of commercial floor area, and two parking structures on 36.43 acres at the northwest corner of Decatur Boulevard and Tropical Parkway.

A related General Plan Amendment (GPA-14112) to PCD (Planned Community Development), a Rezoning (ZON-14120) to PD (Planned Development), and a Variance to allow a parking reduction (VAR-14122) will be considered concurrently.

EXECUTIVE SUMMARY

Because the Master Development Plan associated with this request does not comply with the parking requirements of Title 19, staff is unable to support this application.

BACKGROUND INFORMATION

A) *Related Actions*

- | | |
|----------|--|
| 12/08/97 | The City Council approved rezonings (Z-109-97 and Z-110-97) of this site from R-E (Residence Estates) and C-1 (Limited Commercial) to R-PD 15 (Residential Planned Development – 15 Units Per Acre) and C-1 (Limited Commercial). The Planning Commission and Planning and Development Department staff had recommended approval |
| 07/27/06 | The Planning Commission recommended approval of companion items GPA-14118, ZON-14120 and VAR-14122 concurrently with this application. |
| 07/27/06 | The Planning Commission voted 4-1/sd to recommend APPROVAL (PC Agenda Item #29/ar). |

B) *Pre-Application Meeting*

- | | |
|----------|---|
| 04/07/06 | Staff explained the requirements of the PD (Planned Community) zoning district. |
|----------|---|

C) *Neighborhood Meetings*

On June 26, 2006 a neighborhood meeting sponsored by the applicant was held at the Los Prados Country Club, 5150 Los Prados Circle to discuss the development of this site. Twelve people attended and had the following concerns:

- Traffic - this project will compound current traffic problems
- School - student safety a concern with increased traffic
- Parking Garage - lighting, noise, exhaust, obstructed views a concern for adjacent homes
- Height of buildings/parking garage - will obstruct views, be unsightly from adjacent backyards
- 24 hour use - concern for 24 hour traffic, noise, congestion, crime
- Move or underground parking garage, build 10' perimeter walls

DETAILS OF APPLICATION REQUEST

Site Area: 36.43 Acres

EXISTING LAND USE

Subject Property	Undeveloped
North	CC 215 Right of Way
South	Single Family Dwellings
East	Undeveloped - city of North Las Vegas
West	Single Family Dwellings

PLANNED LAND USE

Subject Property	M (Medium Density Residential) SC (Service Commercial)
North	CC 215 Right of Way
South	ML (Medium-Low Density Residential)
East	city of North Las Vegas – Regional commercial
West	M (Medium Density Residential)

EXISTING ZONING

Subject Property	R-E (Residence Estates) under Resolution of Intent to C-1 (Limited Commercial) R-PD15 (Residential Planned Development - 15 Units Per Acre) to PD (Planned Development)
North	CC 215 Right of Way

South R-1 (Single Family Residential)
 East city of North Las Vegas – C-1 (Neighborhood Commercial)
 C-2 (General Commercial)
 West R-PD8 (Residential Planned Development - 8 Units Per Acre)
 R-PD6 (Residential Planned Development - 6 Units Per Acre)

<i>SPECIAL DISTRICTS/ZONES</i>	YES	NO
SPECIAL PLAN AREA		X
RURAL PRESERVATION NEIGHBORHOOD		X
RURAL PRESERVATION NEIGHBORHOOD BUFFER		X
PROJECT OF REGIONAL SIGNIFICANCE	X	

Staff has determined that the related proposed General Plan Amendment and its companion items would meet the definition of a Project of Regional Significance as defined in the ordinance, and has notified the applicant to prepare an impact report as required by the Ordinance for referral to the City of North Las Vegas.

PROJECT DESCRIPTION

The proposed mixed use development will be developed in two phases. Phase one is located to the north of phase two and will consist of the following components:

USE	FLOOR SPACE	LOCATION
Gymnasium	54,000 Square feet	Two story building in the northwest portion of site
Hotel	71,100 Square feet, 100 guest rooms	Three story building in the northeast portion of site
Offices	450,600 Square feet	Buildings 1 and 2, which are eight story buildings located in the north portion of the site; Second stories of buildings C, D, E, and F, which are two story buildings located in the center of the site.
Retail	140,030 Square feet	The ground level of buildings A and B, which are three story buildings located in the east portion of the site; Ground level of buildings C, D, E, and F, which are two story buildings located in the center of the site.
Restaurant	43,300 Square feet	Buildings 1, 2, 3, 4 and 6, which are single story buildings located in the center of the site.
Apartments	209,790 Square feet, 144 two-bedroom units	The second and third stories of buildings A and B, which are three story buildings located in the east portion of the site.
Parking garage	2,175 Spaces	Parking structure A, a seven level building in the northwest portion of the site.

Phase two is located in the south portion of the site and will consist of the following components:

USE	FLOOR SPACE	LOCATION
Offices	26,200 Square feet	The second story of building J, which is a two story building located in the south portion of the site.
Retail	56,500 Square feet	Buildings G and I, which are single story buildings located in the south portion of the site; Ground level of building H, a three story building in the south portion of the site; and the ground level of building J, a two-story building located in the south portion of the site.
Restaurant	12,500 Square feet	Buildings 5 and 7, which are single story buildings located in the south portion of the site.
Apartments	209,790 Square feet, 42 two-bedroom units	The second and third stories of building H, which is a three story building located in the south portion of the site.
Parking garage	428 Spaces	Parking structure B, a four level building in the south portion of the site.

Access to the site is provided by three driveways to Decatur Boulevard and one driveway to Tropical Parkway. Decorative paving treatments are shown at the Decatur Boulevard driveways and at intersections of internal drives. Parking in phase one will consist of 1,125 surface spaces and 2,175 spaces within the seven level parking structure. Parking for phase two will consist of 166 spaces and 428 spaces within a two four-level parking structures. Landscaping will be provided in minimum 20 foot wide landscape planters along Decatur Boulevard and Tropical - Parkway. Minimum eight-foot wide planters are provided along the interior property lines. Twenty-four inch box trees are depicted within the planters and are spaced at 10 to 20 feet on center. Trees are also provided within planter islands in the parking lot. Shrubs and ground cover will also be provided in all planting areas.

Sixteen structures are proposed for phase one, with seven buildings shown in phase two. The heights, location and distance from residential are shown in the following tables:

PHASE ONE

BUILDING	LOCATION	STORIES	HEIGHT	DISTANCE FROM RESIDENTIAL
Fitness center	Northwest portion of site	2	42 -56 feet	146 feet
Office # 1	Northwest portion of site	8	110-117 feet	424 feet
Office # 2	North portion of site	8	110-117 feet	554 feet

Hotel	Northeast portion of site	3	40-45 feet	586 feet
Residential/retail "A"	East portion of site	4	55-67 feet	390 feet
Residential/retail "B"	Northeast portion of site	4	55-67 feet	410 feet
Office/retail "C"	Center of site	3	46-55 feet	200 feet
Office/retail "D"	North portion of site	3	46-55 feet	240 feet
Office/retail "E"	North portion of site	3	46-55 feet	338 feet
Office/retail "F"	North portion of site	3	46-55 feet	338 feet
Restaurant # 1	Center portion of site	1	30 feet	400 feet
Restaurant # 2	Center portion of site	1	27 feet	180 feet
Restaurant # 3	Center portion of site	1	30 feet	180 feet
Restaurant # 4	Center portion of site	1	26 feet	85 feet
Restaurant # 6	East portion of site	1	36 feet	400 feet
Parking Structure "A"	Northwest portion of site	7	24 -52 feet	74 *

PHASE TWO

BUILDING	LOCATION	STORIES	HEIGHT	DISTANCE FROM RESIDENTIAL
Retail "G"	South portion of site	1	30 – 48 feet	240 feet
Residential/Retail "H"	Southeast portion of site	4	55 – 67 feet	390 feet
Retail "I"	Southwest portion of site	1	15 - 22 feet	65 feet
Office/Retail "J"	South portion of site	3	46-55 feet	270 feet
Restaurant # 5	Southeast portion of site	1	36-45 feet	122 feet
Restaurant # 7	Southwest portion of site	1	18 feet	55 feet
Parking structure "B"	Southwest portion of site	4	15- 35 feet	45 feet *

*Parking structures "A" and "B" comply with Residential Adjacency Standards because the building heights increase as the distance from the property lines increase in such a manner as to be under the height limitation of the residential proximity slope.

The submitted elevations indicate that all buildings will have plaster exteriors with contrasting materials which include stucco, stone, tile, metal and glass. Decorative canopies are shown above doors and windows. A contemporary southwest architectural character is depicted with a color palette consisting of earth tones.

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	Five acres	36.43 acres	Y
Min. Lot Width	N/A	610 feet	Y
Min. Setbacks			
• Front (Decatur Blvd)	N/A	20 feet	Y
• Corner (CC215 and Tropical Pkwy)	N/A	15 feet	Y
• Rear	N/A	20 feet	Y
Max. Building Height	Shall comply with Residential Adjacency Standards	Compliance is depicted	Y
Trash Enclosure	Minimum separation of 50 feet from residential	Minimum of 50 feet	Y
Loading Zone	6 spaces	7 spaces	Y

The PD (Planned Development) zoning district does not have any established setback requirements. It is the applicant's responsibility to provide appropriate setbacks within the development standards. Staff has reviewed the setbacks proposed by the applicant and has determined that they are compatible with the type of development proposed.

A2) Residential Adjacency Standards

Staff has reviewed the building heights and locations and has determined that this project is in compliance with the Residential Adjacency Standards.

A) Zoning Code Compliance

A1) Parking and Traffic Standards

Pursuant to Title 19.10, the following Parking Standards apply to the subject proposal:

PHASE ONE

Uses	GFA	Ratio	Required Parking		Provided Parking	
			Regular	Handicap	Regular	Handicap
100 room hotel	71,100 SF.	1 space per room	100 spaces			
Office	450,600 SF	1/300 sf	1,502 spaces			
Retail	140,030 SF	1/250 sf	560 spaces			
Restaurant – seating areas	27,370 SF	1/50 sf	548 spaces			
Restaurant – non seating areas	11,730 SF	1/200 sf	59 spaces			
144 two-bedroom units	209,790 SF	1.75 spaces per unit plus one guest space per 6 units	276 Spaces			
Health Club	108,000 SF	1/200 SF	540 Spaces			
TOTAL			3,585	46	3,300	39

PHASE TWO

Uses	GFA	Ratio	Required		Provided	
			Parking		Parking	
			Regular	Handicap	Regular	Handicap
Office	26,200 SF	1/300 sf	88 spaces			
Retail	56,500 SF	1/250 sf	226 spaces			
Restaurant – seating areas	8,750 SF	1/50 sf	175 spaces			
Restaurant – non seating areas	3,750 SF	1/200 sf	19 spaces			
42 two-bedroom units	70,200 SF	1.75 spaces per unit plus one guest space per 6 units	80 Spaces			
TOTAL			588	6	594	13

COMPLETED PROJECT AT BUILD OUT

Uses	GFA	Ratio	Required		Provided	
			Parking		Parking	
			Regular	Handicap	Regular	Handicap
100 room hotel	71,100 SF.	1 space per room	100 spaces			
Office	476,800 SF	1/300 sf	1,590 spaces			
Retail	196,530 SF	1/250 sf	786 spaces			
Restaurant – seating areas	36,120 SF	1/50 sf	723 spaces			
Restaurant – non seating areas	15,480 SF	1/200 sf	78 spaces			
186 two-bedroom units	279,990 SF	1.75 spaces per unit plus one guest space per 6 units	356 Spaces			
Health Club	108,000 SF	1/200 SF	540 Spaces			
TOTAL			4,173	52	3,894	52

The project will be deficient 285 spaces (approximately 8 %) upon completion of phase one. Phase one is also deficient seven handicap parking spaces. After completion of phase two, the completed development will be deficient 279 spaces (approximately 6.7%).

A4) Landscape and Open Space Standards

Pursuant to Title 19.12, the following Landscape Standards apply to the subject proposal:

Standards	Required		Provided
	Ratio	Trees	
Parking Area	1 Tree/6 surface parking spaces (1,291 spaces depicted)	216 Trees	290
• Buffer:			
Min. Trees	1 Tree/30 Linear Feet	40 Trees	54 Trees
North prop line (CC215)	1 Tree/20 Linear Feet	58 Trees	58 Trees
South prop line (Tropical Pkwy)	1 Tree/30 Linear Feet	53 Trees	54 Trees
East (Decatur Blvd)	1 Tree/20 Linear Feet	97 Trees	102 Trees
West.			
• Min. Zone Width			
North prop line (CC215)	15 Feet		15 Feet
South prop line (Tropical Pkwy)	15 Feet		15 Feet
East (Decatur Blvd)	15 Feet		15 Feet
West.	8 Feet		10 Feet

The proposed site plan complies with the landscaping requirements of Title 19.

B) *General Analysis and Discussion*

- Zoning

The proposed rezoning allows a maximum residential density of 8.0 dwelling units per acre and allows commercial and office development.. The residential and commercial development associated with the PD (Planned Development) zoning district is compatible with the adjacent residential properties only if the Master Development Plan associated with the planned community conforms to the requirements of Title 19.

- Site Plan

Because the Master Development Plan associated with this request does not comply with the parking requirements of Title 19, staff is unable to support this application.

- Waivers

No waivers are required in conjunction with this development.

- Landscape Plan

The landscape plan conforms to the requirements of the Zoning Code.

- Elevation

The elevations are typical for this type of development and meet the design standards of the Zoning Code.

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 residential and commercial development associated with the PD (Planned Development) zoning district is compatible with the adjacent residential properties only if the Master Development Plan associated with the planned community conforms to 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;"**

This request does not comply with Policy 3.5.2 of the 2020 Master Plan, which requires the developers of master planned communities to work with the City to ensure that the standards for these communities meet or exceed those for citywide development.

Because the site plan associated with this request does not comply with the parking requirements of Title 19, staff is unable to support this application.

3. **"Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;"**

Adequate access to this site will be provided from Decatur Boulevard, a Primary Street as designated by the Master Plan of Streets and Highways, and Tropical Parkway, a Secondary Street.

4. **"Building and landscape materials are appropriate for the areas and for the City;"**

The building and landscape materials are similar to that found in other commercial developments in the area and are compatible with development in 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 building elevations and architectural features are compatible with development in the area. The proposed development is compatible with the adjacent residential properties only if the Master Development Plan associated with the planned community conforms to the requirements of Title 19.

6. **"Appropriate measures are taken to secure and protect the public health, safety and general welfare."**

If approved, the proposed development will be subject to permitting and licensing requirements of the city of Las Vegas and will not adversely impact the public health, safety or welfare.

PLANNING COMMISSION ACTION

In order to ensure that the project is developed as proposed the following conditions may be considered:

- Buildings A, B & H must be developed fully as shown. Elimination or reduction of residential units shall required a new Site Development Plan Review through Planning Commission and City Council.
- Permits for Buildings A, B & H must be issued prior to or concurrently with restaurants 1 through 4, hotel and gym

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

9

ASSEMBLY DISTRICT 13

SENATE DISTRICT 9

NOTICES MAILED 477 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-14114** APN: 125-25-501-010; 125-25-601-022,023

Name of Property Owner: Decatur III LLC & Decatur IV LLC

Name of Applicant: R & S Investment Group

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: R. PHILLIP NOURAFCHAN

Subscribed and sworn before me

This 18th day of May, 2006

Teresa Cargill
Notary Public in and for said County and State



Note

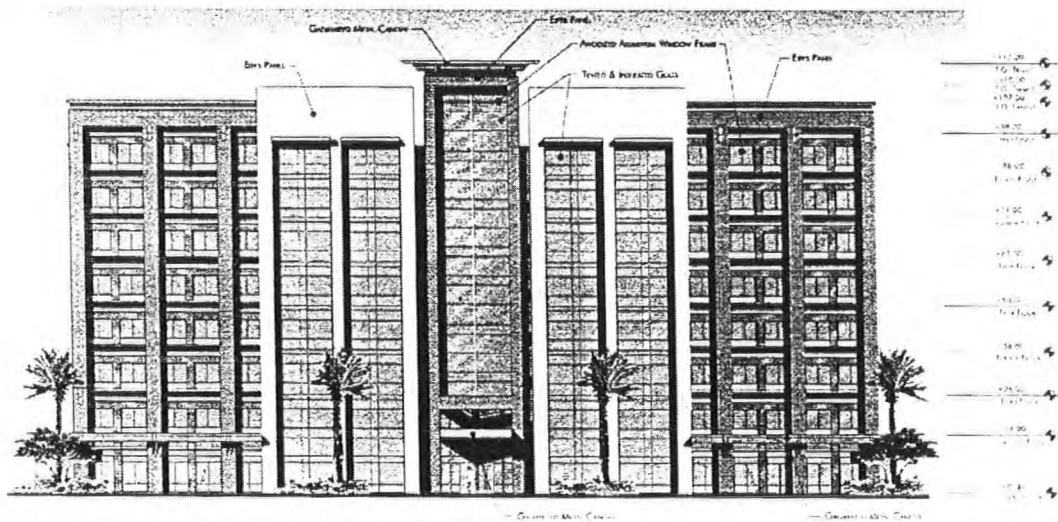


GREEN OPEN SPACE: 170,150 SF

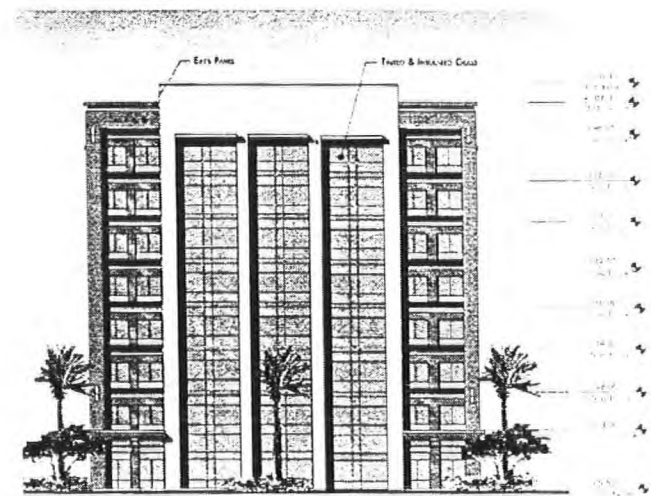
JUN 7 2006

PROJECT No 105149 June 07, 2006

Perlman



OFFICE 1&2 - SOUTH & NORTH ELEVATION



OFFICE 1&2 - EAST & WEST ELEVATION

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ELEVATIONS - OFFICE 1 & 2

LIFESTYLE CENTER
Las Vegas, Nevada

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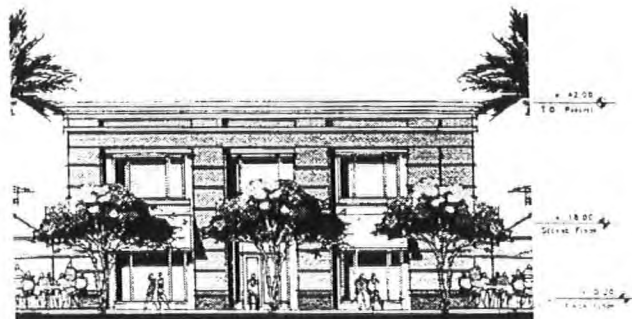
JUN 7 2006

0 15 30 60
PROJECT NO. 105149 MAY 1, 2006

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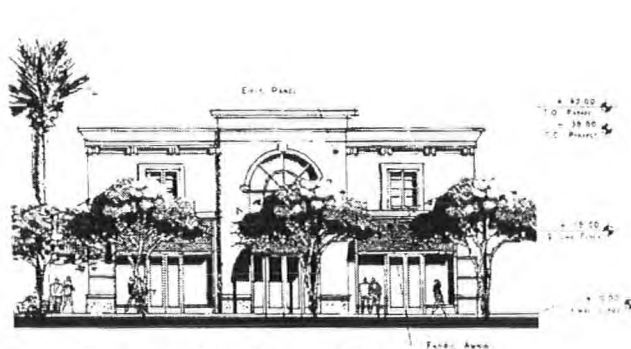
SDR-14114
07/27/06 PC



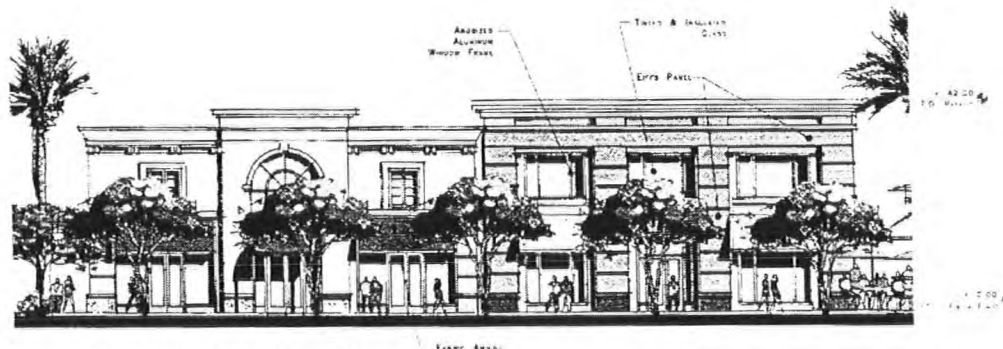
BUILDING C - SOUTH ELEVATION



BUILDING C - EAST ELEVATION



BUILDING C - NORTH ELEVATION

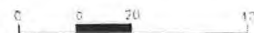


BUILDING C - WEST ELEVATION

ELEVATIONS - BUILDING C

LIFESTYLE CENTER
Las Vegas, Nevada

SDR-14114
07/27/06 PC

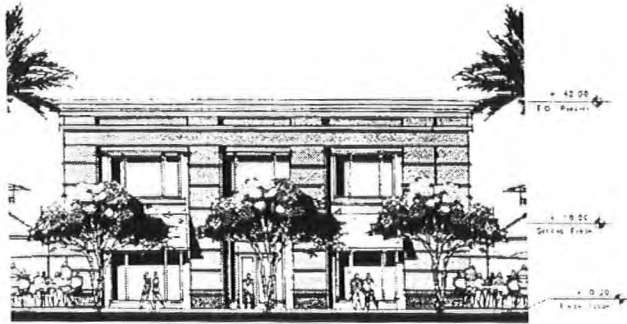


Project No. 105149 May 1, 2006

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JUN 7 2006



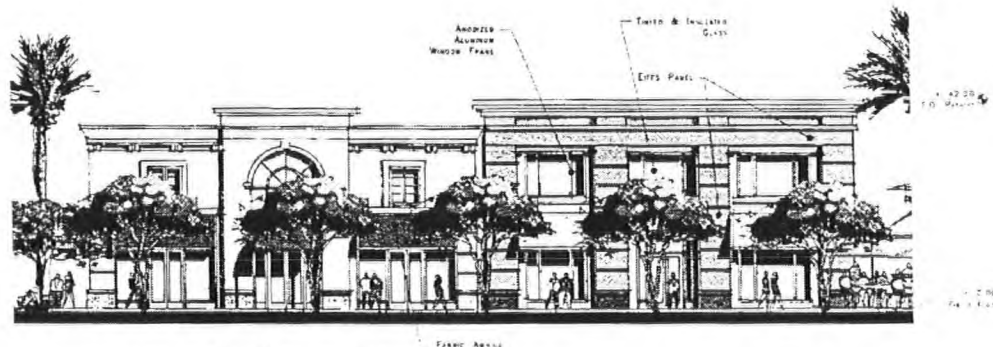
BUILDING F - EAST ELEVATION



BUILDING F - NORTH ELEVATION



BUILDING F - WEST ELEVATION



BUILDING F - SOUTH ELEVATION

ELEVATIONS - BUILDING F

LIFESTYLE CENTER
Las Vegas, Nevada

0 10 20 40

PROJECT NO. 105149 MAY 1, 2006

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SDR-1411



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HOTEL - NORTH ELEVATION



HOTEL - EAST ELEVATION

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07/27/06 PC

0 10 20 40

PROJECT NO. 105149 MAY 1, 2006

ELEVATIONS - HOTEL

LIFESTYLE CENTER
Las Vegas, Nevada

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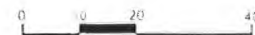


HOTEL - SOUTH ELEVATION



HOTEL - WEST ELEVATION

SDR-14114
07/27/06 PC



PROJECT NO. 105149 MAXIMUM 31, 2006

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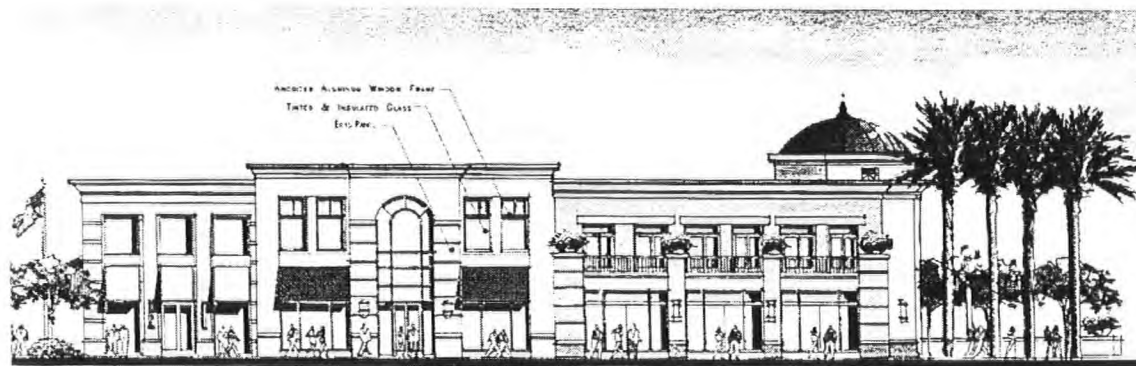
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ELEVATIONS - HOTEL
LIFESTYLE CENTER
Las Vegas, Nevada

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JUN 7 2006





BUILDING J - SOUTH ELEVATION



BUILDING J - WEST ELEVATION



BUILDING J - NORTH ELEVATION



BUILDING J - EAST ELEVATION

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ELEVATIONS - BUILDING J

LIFESTYLE CENTER

Las Vegas, Nevada

0 10 20 40

PROJECT NO. 105149 MAY 1, 2006

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JUN 7 2006



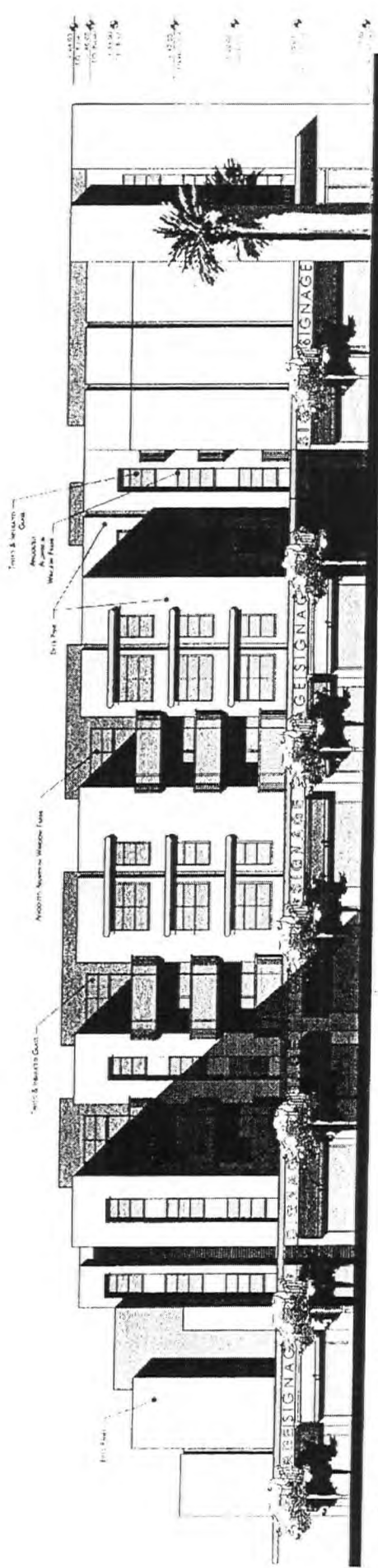
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07/27/06 PC

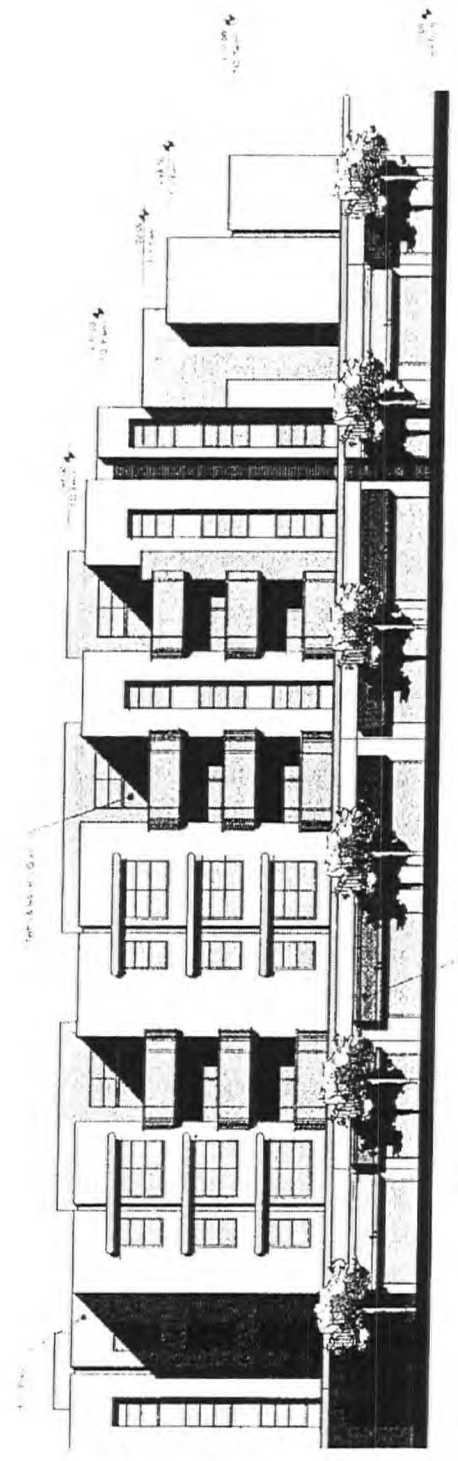


SDR-14114
07/27/06 PC

Perlman



BUILDING A - WEST ELEVATION



BUILDING A - NORTH ELEVATION

ELEVATIONS - BUILDING A

LIFESTYLE CENTER

Las Vegas, Nevada

R&S INVESTMENT GROUP

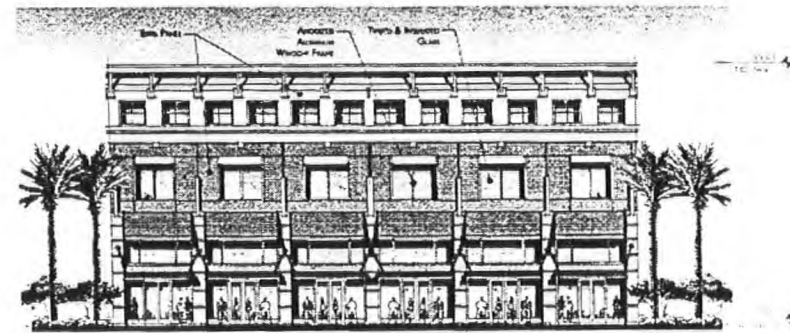
Perlinman

SDR-141114
07/27/06 PC

Project No. 105149 Model = 31, 2006



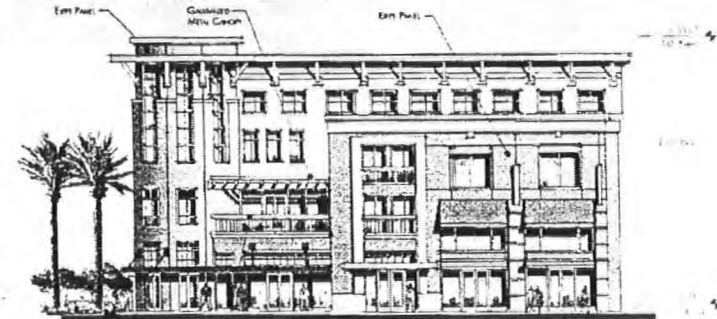
BUILDING D - WEST ELEVATION



BUILDING D - SOUTH ELEVATION



BUILDING D - EAST ELEVATION



BUILDING D - NORTH ELEVATION

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ELEVATIONS - BUILDING D

LIFESTYLE CENTER

Las Vegas, Nevada

0 10 20 40

PROJECT No. 105149 MAY 1, 2006

R&S INVESTMENT GROUP

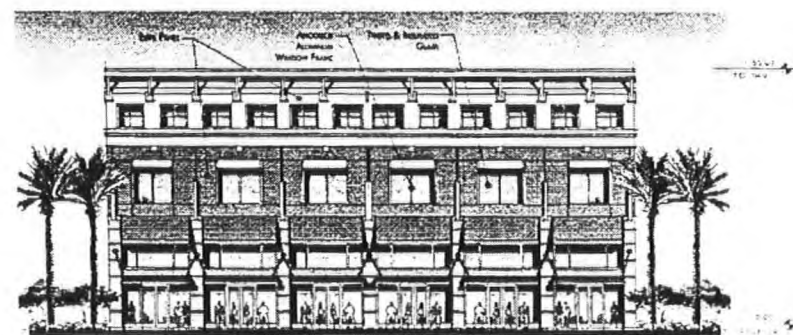


JUN 7 2006

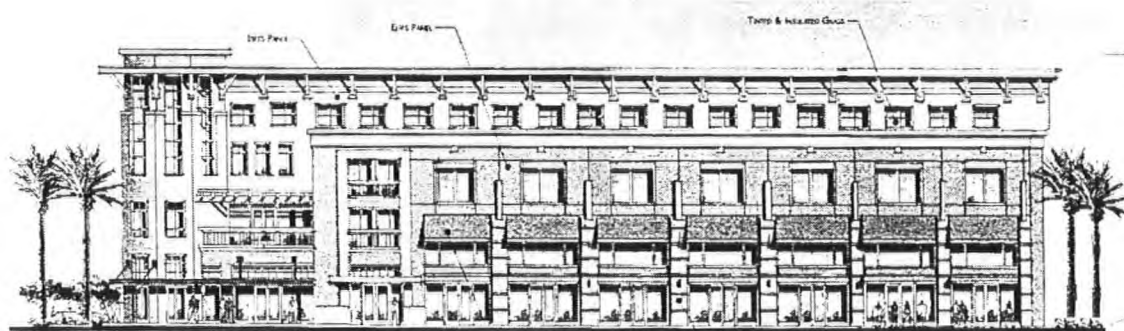
SDR-14114
07/27/06 PC



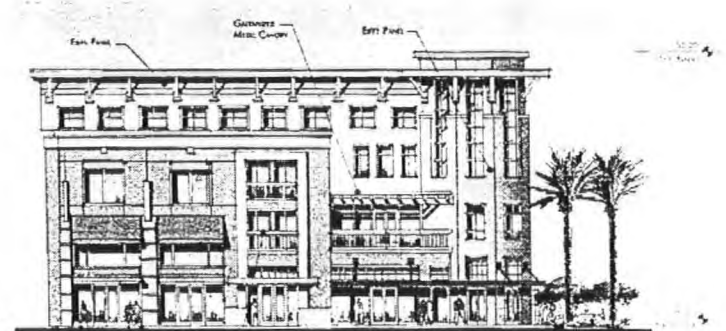
BUILDING E - SOUTH ELEVATION



BUILDING E - WEST ELEVATION



BUILDING E - NORTH ELEVATION



BUILDING E - EAST ELEVATION

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ELEVATIONS - BUILDING E

LIFESTYLE CENTER

Los Vegas, Nevada

R&S INVESTMENT GROUP

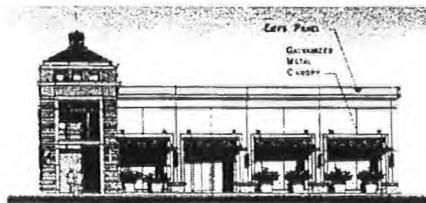
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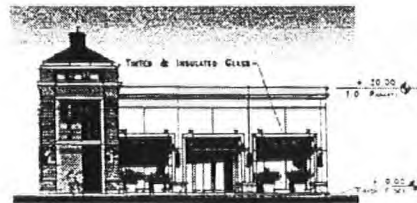


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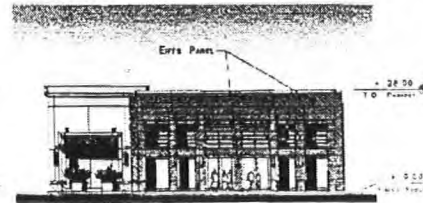
SDR-14114
07/27/06 PC



RESTAURANT 5 - WEST ELEVATION



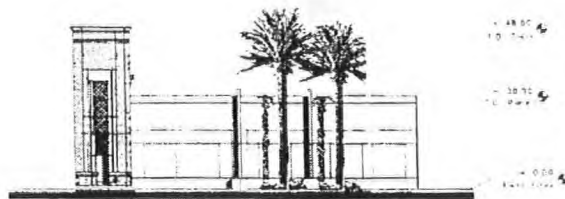
RESTAURANT 5 - NORTH ELEVATION



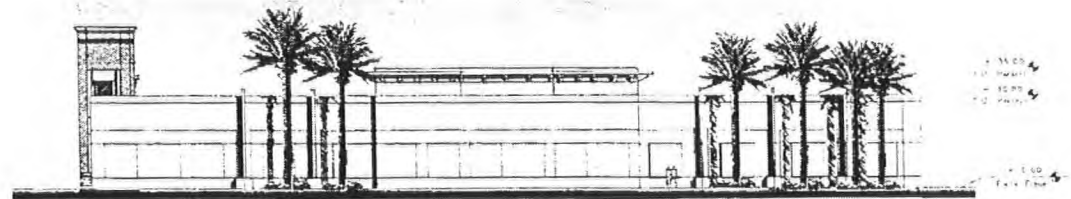
RESTAURANT 5 - SOUTH ELEVATION



RESTAURANT 5 - EAST ELEVATION



BUILDING G - NORTH ELEVATION



BUILDING G - WEST ELEVATION



BUILDING G - SOUTH ELEVATION



BUILDING G - EAST ELEVATION

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ELEVATIONS - BUILDING G & RESTAURANT 5

0 10 20 40

PROJECT NO. 105149 MAY 1, 2006

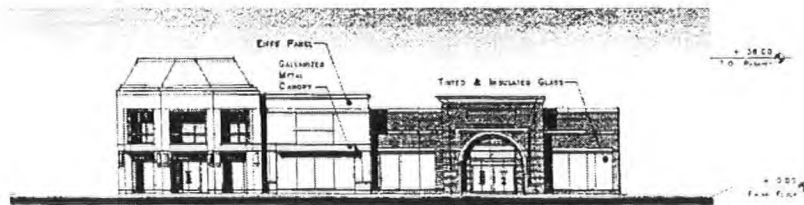
R&S INVESTMENT GROUP

LIFESTYLE CENTER
Las Vegas, Nevada

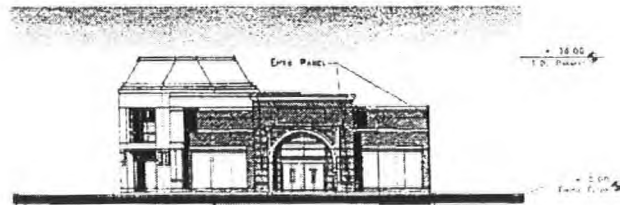
JUN 7 2006



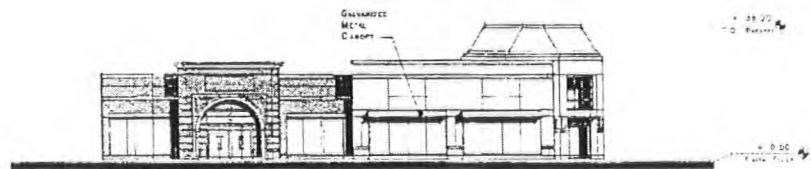
SDR-14114
07/27/06 PC



RETAIL I - SOUTH ELEVATION



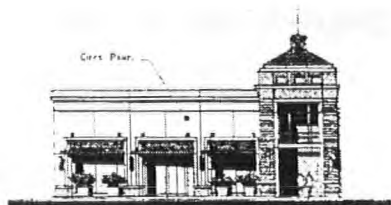
RETAIL I - EAST ELEVATION



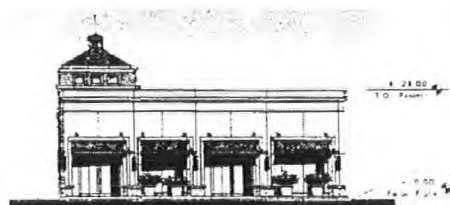
BUILDING I - NORTH ELEVATION



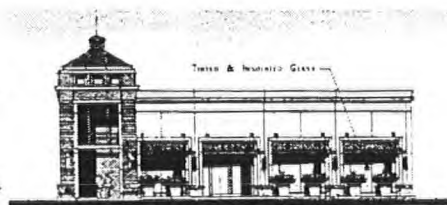
BUILDING I - WEST ELEVATION



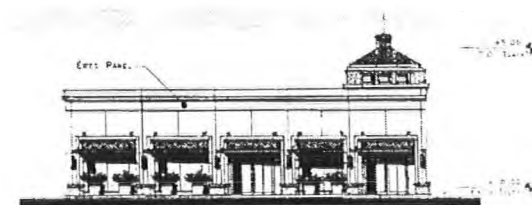
RESTAURANT 6 - WEST ELEVATION



RESTAURANT 6 - EAST ELEVATION



RESTAURANT 6 - SOUTH ELEVATION



RESTAURANT 6 - NORTH ELEVATION

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ELEVATIONS - BUILDING I & RESTAURANT 6

0 10 20 40

Project No. 105149 May 1, 2006

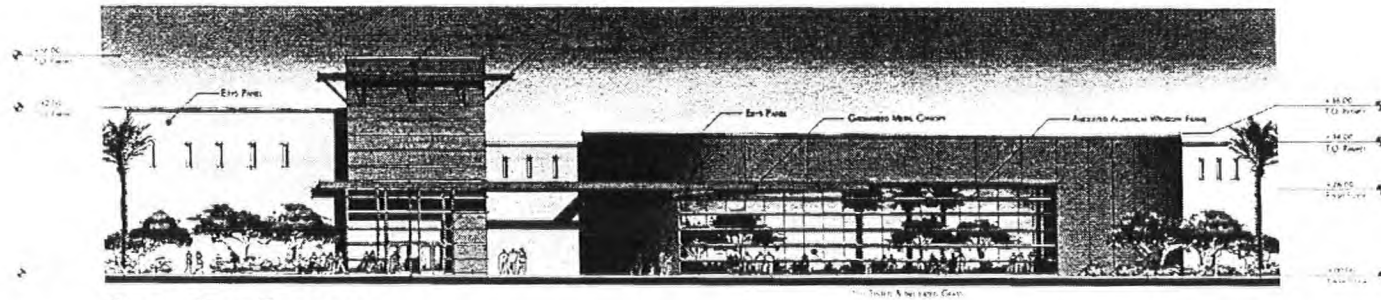
R&S INVESTMENT GROUP

LIFESTYLE CENTER
Las Vegas, Nevada

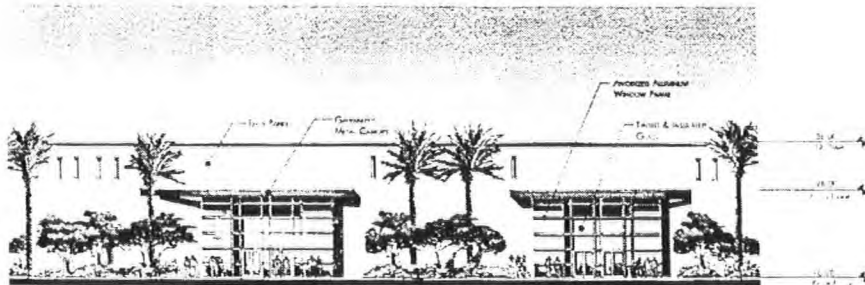
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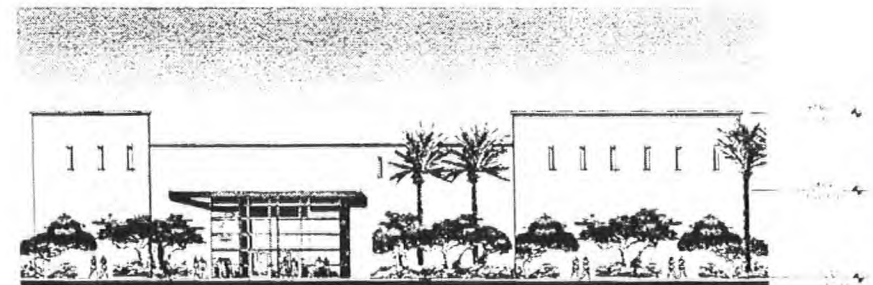




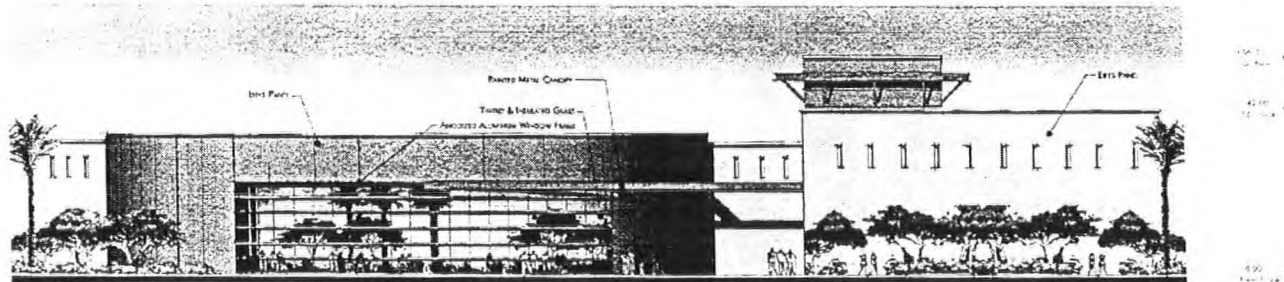
GYM - EAST ELEVATION



GYM - NORTH ELEVATION



GYM - SOUTH ELEVATION



GYM - WEST ELEVATION

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ELEVATIONS - GYM

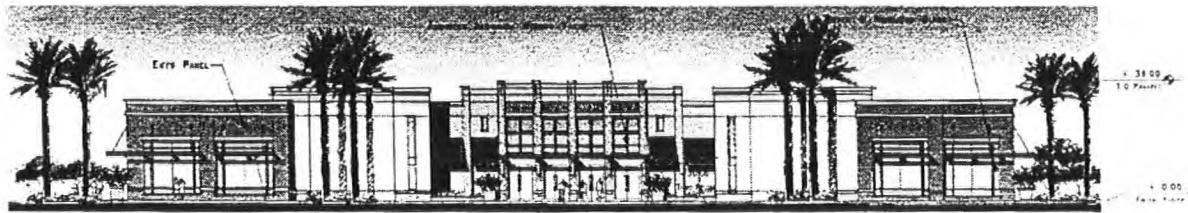
LIFESTYLE CENTER

Las Vegas, Nevada

SDR-14114
07/27/06 PC

0 15 30 60
PROJECT NO. 105149 MAY 1, 2006

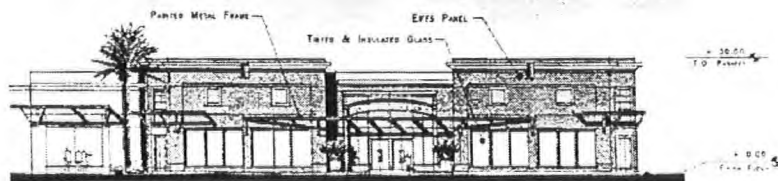




RESTAURANT 1 - NORTH ELEVATION



RESTAURANT 1 - SOUTH ELEVATION



RESTAURANT 1 - EAST ELEVATION



RESTAURANT 1 - WEST ELEVATION

SDR-14114

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PROJECT NO. 105149 MAY 1, 2006

ELEVATIONS - RESTAURANT 1

LIFESTYLE CENTER

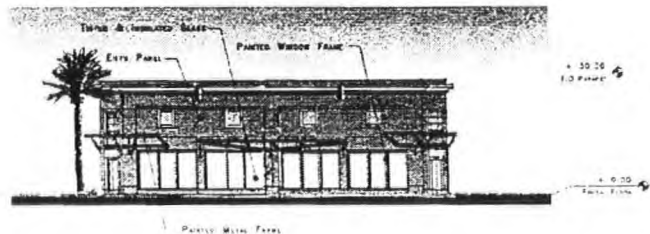
Las Vegas, Nevada

JUN 7 2006

Perlman

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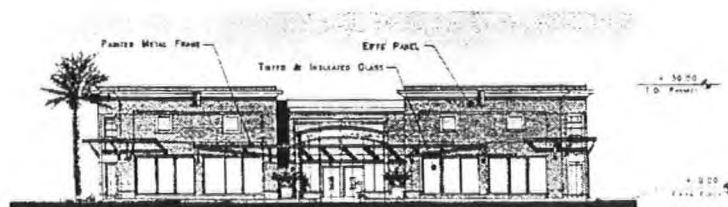
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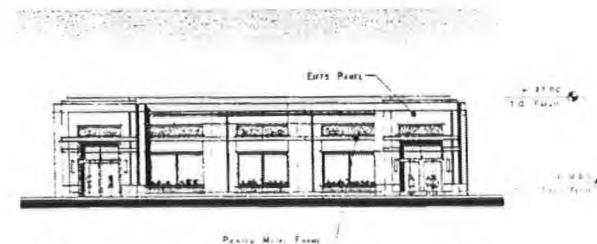
RESTAURANT 3 - EAST & WEST ELEVATION



RESTAURANT 2 - EAST & WEST ELEVATION



RESTAURANT 3 - SOUTH & NORTH ELEVATION



RESTAURANT 2 - SOUTH & NORTH ELEVATION

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R&S INVESTMENT GROUP

ELEVATIONS - RESTAURANT 2 & 3

LIFESTYLE CENTER
Las Vegas, Nevada

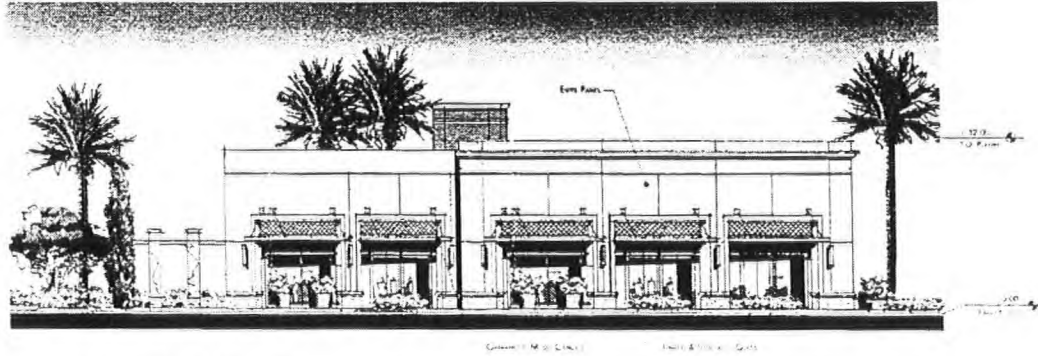
SDR-14114
07/27/06 PC

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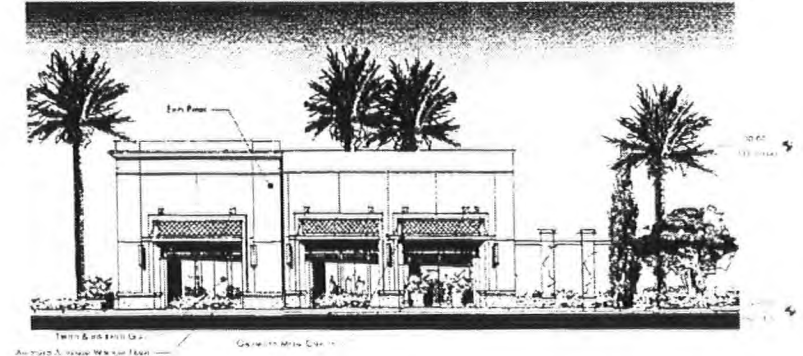
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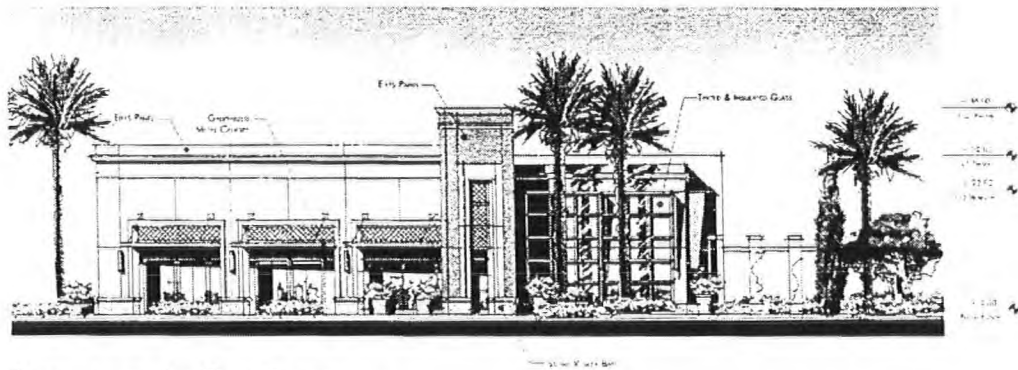
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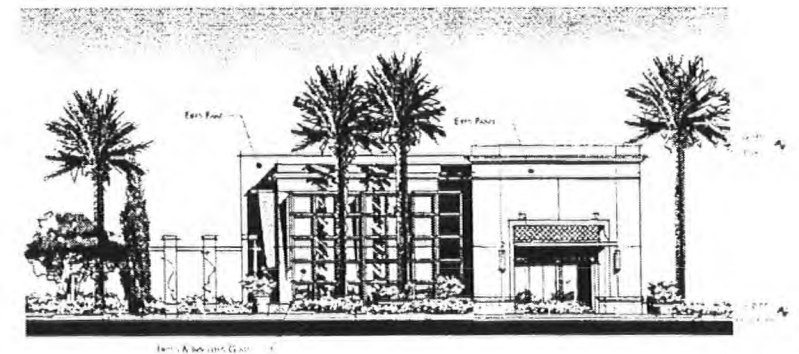
RESTAURANT 4 - WEST ELEVATION



RESTAURANT 4 - SOUTH ELEVATION



RESTAURANT 4 - EAST ELEVATION



RESTAURANT 4 - NORTH ELEVATION

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ELEVATIONS - RESTAURANT 4

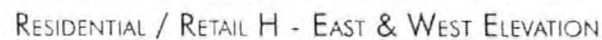
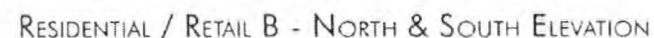
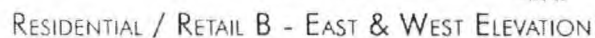
LIFESTYLE CENTER
 Las Vegas, Nevada

R&S INVESTMENT GROUP

SDR-14114
 07/27/06 PC

0 10 20 30
 PROJECT No. 105149 MAY 1, 2006





15. **Answer:** $\frac{1}{2}$ **Difficulty:** 3 **Section:** 11.1 **Section Objective:** 11.1.1 **Section Objective Description:** The student will be able to find the slope of a line given two points on the line.

ELEVATIONS - RESIDENTIAL / RETAIL B & H

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LIFESTYLE CENTER
Las Vegas, Nevada

Las Vegas, Nevada

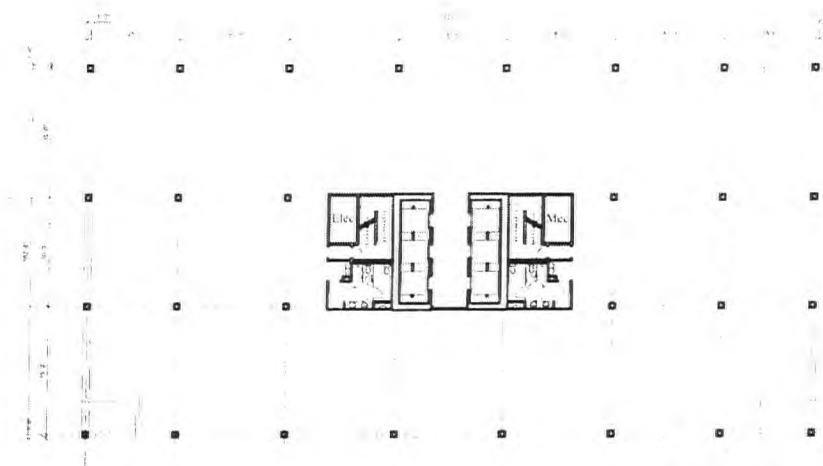
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07/27/06 PC



Project No. 105149 MAY 1, 2006

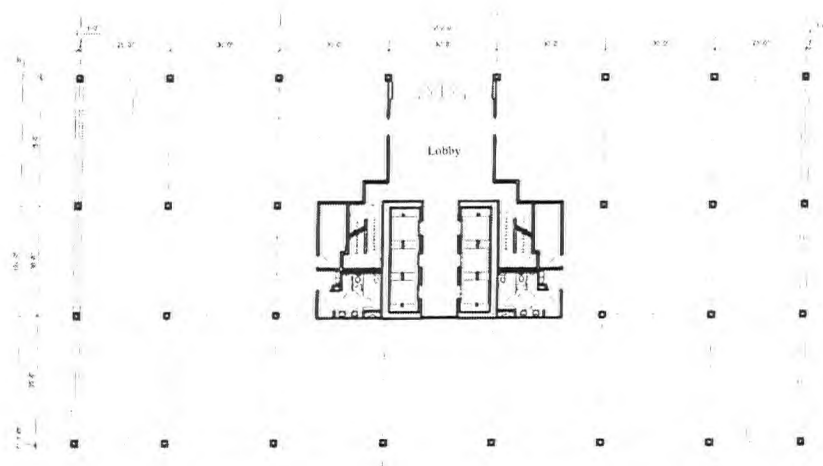


Note:
This plan has been prepared without benefit of a complete survey.
It is for conceptual purposes only and no change of dimensions is to be expected.



OFFICE 2 - 1st Floor

Typical Floor Plan (2nd - 8th)
Gross Floor Area = 20,000 GSF
Core Area = 3,000 SF
Net Floor Area = 14,000 SF
Leasable Percentage = 80.00%



OFFICE 2 - Typical Floor Plan
(8 levels)
19,400 SF /FL
155,200 GSF

Ground Floor Plan
Gross Floor Area = 20,000 GSF
Core Area = 3,000 SF
Net Floor Area = 14,000 SF
Leasable Percentage = 80.00%

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JUN 7 2006

Scale: 1/8" = 1'-0"

PROJECT No 105149 June 07, 2006

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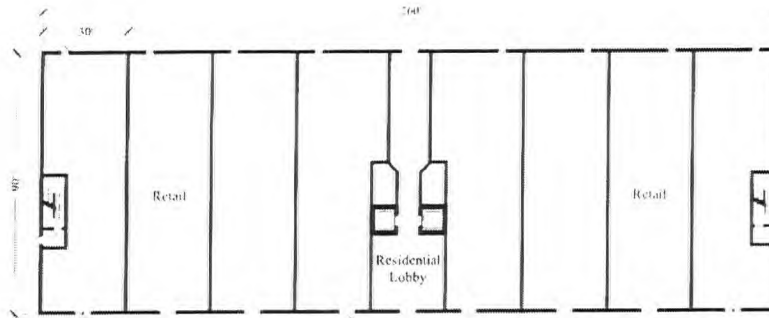
OFFICE LAYOUT

R&S INVESTMENT GROUP

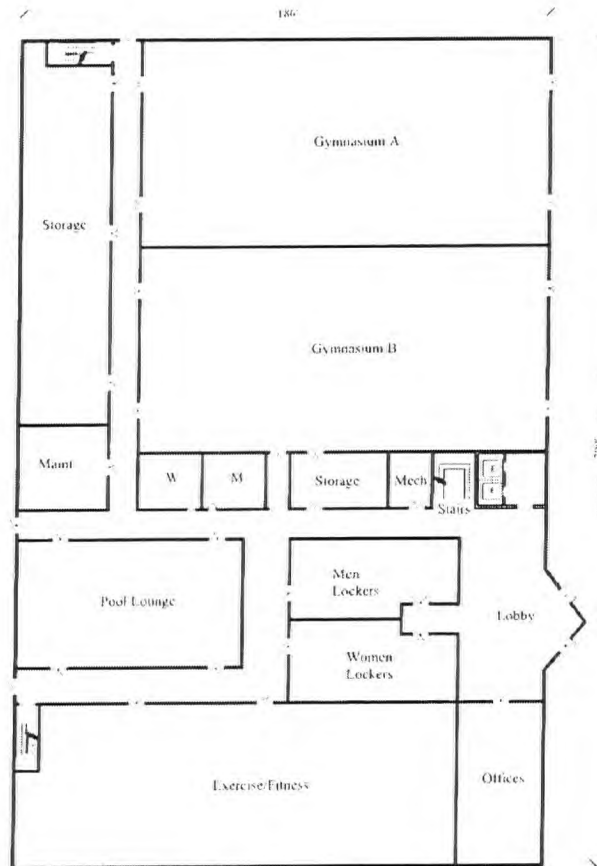
LIFESTYLE CENTER
Las Vegas, Nevada

Perlmans

Note:
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local, state or federal laws, rules, regulations, codes, or standards.



Building H - Typical Retail Floor
23,400 SF

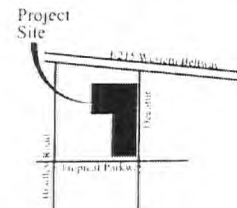


Gymnasium - Typical Floor
(2 levels at 54,000 SF each)
108,000 GSF



Restaurant 5 - Typical Floor
(1 level)
7,200 GSF

SDR-14114
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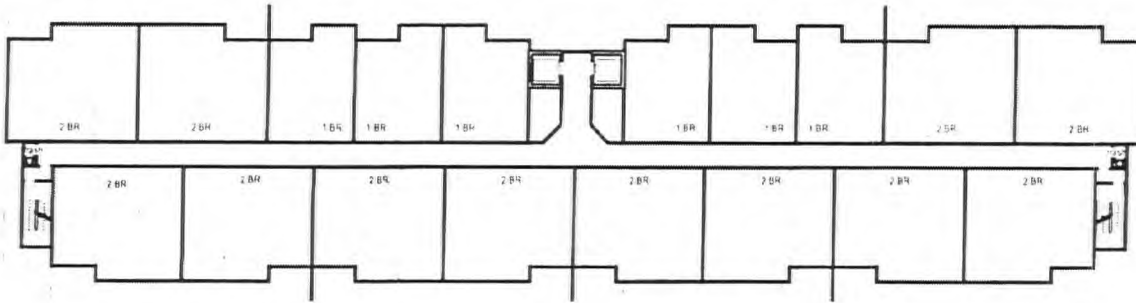
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Location Map

JUN 7 2006

Project No 105149 June 07, 2006

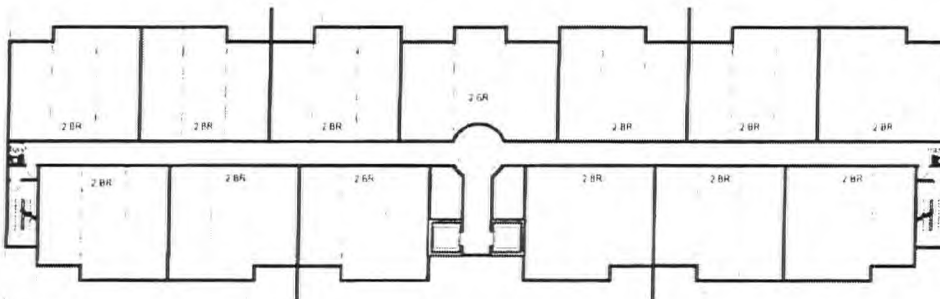
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The Conceptual Nature and No Insurance of this drawing is recognized.



Building B - Typical Residential Floor

RESIDENTIAL
(3 levels)
54 units total
85,050 GSF

RETAIL
28,350 SF



Building H - Typical Residential Floor

RESIDENTIAL
(3 levels)
48 units total
70,200 GSF

RETAIL
23,400 SF

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Scale 1/8" = 1'-0"
16
Project No. 105149 June 07, 2006

SDR 14114				
R & S Investment Group				
NWC Tropical & Decatur				
Proposed 904.03 thousand square foot retail development.				
Traffic produced by proposed development:				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	RES. CONDO/TOWNHOUSE [DWELL]	186	5.86	1,090
AM Peak Hour			0.44	82
PM Peak Hour			0.52	97
(heaviest 60 minutes)				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	904.03	42.94	38,819
AM Peak Hour			1.03	931
PM Peak Hour			3.75	3,390
(heaviest 60 minutes)				
Total Change	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	904.03		39,909
AM Peak Hour				1,013
PM Peak Hour				3,487
(heaviest 60 minutes)				
Existing traffic on all nearby streets:				
Decatur Boulevard				
Average Daily Traffic (ADT)	19,714			
PM Peak Hour	1577			
(heaviest 60 minutes)				
Tropical Parkway				
Average Daily Traffic (ADT)	5,600			
PM Peak Hour	448			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets:				

	Adjacent street ADT			
	Capacity			
Decatur Boulevard	51700			
Tropical Parkway	34300			
This project will add approximately 39,909 trips per day on Tropical and Decatur.				
This will increase expected volumes by about 202 percent on Decatur and 713 percent				
on Tropical. Tropical is at about 16 percent of capacity and Decatur is at about 38				
percent of capacity.				
Based on Peak Hour use, this development will add roughly 3,487 additional				
cars into the area; which works out to about fifty eight every minute.				
Note that this report assumes all traffic from this development uses all named streets.				



GPA-14118, ZON-14120, VAR-14122 & SDR-14114 - APPLICANT: R & S INVESTMENT GROUP -
OWNER: DECATUR III, LLC, ET AL
NORTHWEST CORNER OF DECATUR BOULEVARD AND TROPICAL PARKWAY
JULY 27, 2006 PLANNING COMMISSION

07/10/06



GPA-14118, ZON-14120, VAR-14122 & SDR-14114 - APPLICANT: R & S INVESTMENT GROUP -
OWNER: DECATUR III, LLC, ET AL
NORTHWEST CORNER OF DECATUR BOULEVARD AND TROPICAL PARKWAY
JULY 27, 2006 PLANNING COMMISSION

07/10/06



GPA-14118, ZON-14120, VAR-14122 & SDR-14114 - APPLICANT: R & S INVESTMENT GROUP -
OWNER: DECATUR III, LLC, ET AL
NORTHWEST CORNER OF DECATUR BOULEVARD AND TROPICAL PARKWAY
JULY 27, 2006 PLANNING COMMISSION

07/10/06

June 1, 2006

Ms. Margo Wheeler
Director of Planning and Development
City of Las Vegas
731 S. 4th Street
Las Vegas, NV. 89101

RE: Letter of Justification for the Lifestyle Center- located at the northwest corner of Decatur Blvd. and Tropical Parkway; APN: 125-25-501-010; 125-25-601-022, 023

Dear Ms. Wheeler:

On behalf of our clients, R & S Investment Group, we are requesting approval of the following applications for the Lifestyle Center, located on a 36.43 acre parcel on the northwest corner of Decatur Blvd. and Tropical Parkway:

- 1) General Plan Amendment to change the land use designation from SC and M to PCD
- 2) Rezoning from C-1 and RPD-15 to P-D.
- 3) Site Development Plan Review for a mixed use project
- 4) Variance to reduce required parking.

PROJECT DESCRIPTION

The Lifestyle Center is a unique mixed-use development project, unlike any other project in the City of Las Vegas. It will consist of the following components:

- 1) *Commercial:* The commercial component will consist of two phases; the first phase will provide a 108,000 square foot gymnasium, 71,100 square foot hotel, 450,600 square feet of offices, 140,030 square feet of retail, 43,300 square feet of restaurants for a total square footage of 813,030. The second phase will provide 35,600 square feet of offices, 61,200 square feet of retail uses, and 7200 square foot restaurant for a total square footage of 104,000. The total commercial square footage for both phases is: 917,030.
- 2) *Residential:* The residential component will consist of two phases, the first phase consists of a total of 144 units in two buildings with a maximum height of 4 stories, and all the units will be 2 bedroom units. The second phase consist of 42 units in one building with a maximum height of 4 stories, all the units will be 2 bedroom units.

SDR-14114
07/27/06 PC

- 3) *Parking*: The parking was determined by calculating the required parking for each individual office, restaurant, hotel, gym and retail use in the commercial component and by bedroom mix for the residential component. A total of 4,426 spaces are required for the commercial/residential component and 3,536 are provided. A total of 1,375 at grade spaces will be provided, with the remainder in above grade parking structures.
- 4) *Pedestrian Connectivity*: Pedestrian Plazas will be located at strategic points along the interior boulevard adjacent to the hotel, the restaurants, the gym, the offices and the residential units. The pedestrian plazas are connected by extensive network of pedestrian walkways which will provide access to all portions of the site. Enhanced paving will be provided to delineate the pedestrian crossings of the interior boulevard.
- 5) *Vehicular Access*: Three points of access are provided to Decatur Blvd; it is anticipated that one of these intersections will be signalized. There are two points of access to Tropical Parkway.

GENERAL PLAN AMENDMENT

In approving a General Plan Amendment, Chapter 19.18.030 states that the applicant must list reasons for the proposed amendment and state why the proposed amendment works to promote the public health, safety and general welfare of the community.

The proposed amendment has been filed for the following reasons:

- a. The proposed mixed use project could not be developed utilizing the existing General Plan designation.
- b. The proposed mixed use project will provide a unique development which will provide the residents of the project the opportunity to live, work and play all on the same site.

The proposed amendment will promote the public health, safety and general welfare of the community by:

- a. The proposed mixed use project will promote the public health by providing an extensive pedestrian walkway through-out the project.
- b. The proposed mixed use project will provide a unique development which will provide the residents of the project the opportunity to live, work and play all on the same site.
- c. The proposed mixed use project will promote the public safety by providing needed street improvements.

Additionally the applicant is required to comment of the following:

- 1) Whether there has been unanticipated growth and development of the community in the area surrounding the application site or growth and development not specifically considered when the General Plan was adopted;
The development of the beltway (CC-215) has led to growth and development in the area which was not anticipated. The property located

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directly to the east of the site is located within the City of North Las Vegas and is currently being developed with single family residential uses as well as commercial uses.

- 2) Whether the proposed amendment to the General Plan will allow a zoning classification which imposes burdens imposed by the classification currently provided for under the General Plan;
The existing General Plan designations allow for both commercial development and commercial development but does not allow for the proposed mixed use project. The proposed P-D zoning will impose burdens consistent with the regulations imposed by the C-1 and RPD zoning designations which currently exist on the site.
- 3) Whether the amendment to the General Plan continues to promote the objectives of the General Plan as designated in NRS 278.
The proposed amendment to PCD will continue to promote the objectives of the General Plan.

REZONING

In approving a rezoning Chapter 19.18040 requires the following findings:

- 1) The proposal conforms to the General Plan.
The proposed P-D zoning district conforms to the requested PCD general plan designation.
- 2) The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land use and zoning districts.
The mixed use project proposed on this site is compatible with the surrounding land use and zoning of residential and commercial in the immediate area.
- 3) Growth and development factors in the community indicate the need for or appropriateness of the rezoning.
The tremendous growth experienced by the Las Vegas valley indicates the need for a mixed use project and the appropriateness of the proposed rezoning.
- 4) Street or highway facilities providing access to the property are or will be adequate in size to meet requirements of the proposed zoning district.
Decatur Blvd., Tropical Parkway and CC-215 all provide access to the site and are adequate to accommodate the traffic generated by this project.

SITE DEVELOPMENT PLAN REVIEW

Chapter 19.18.050 (E) provides the following criteria for Site Development Plan Review:

- 1) The proposed development is compatible with adjacent development and development in the area;

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07/27/06 PC

- 2) The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall, and Buffer Standards, and other duly-adopted city plans, policies and standards;
- 3) Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;
- 4) Building and landscape materials are appropriate for the area and for the city;
- 5) Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious with development in the area;
- 6) Appropriate measures are taken to secure and protect the public health, safety and general welfare.

This proposed mixed use project meets the criteria established for the approval of a Site Development Plan Review. The project proposes the development of the site as a mixed use project with a commercial component consisting of retail, offices, a gym, a hotel, restaurants and a residential component consisting of 186 units. The site is located immediately adjacent to CC-215 with a ramp on Decatur Blvd. providing direct access to the site. The architectural design of the buildings will compliment the existing development in the area. The landscaping will provide a buffer with the existing single family homes as well as provide a shaded tree lined interior boulevard for the use and enjoyment of the residents and visitors to the project.

The attached site plan depicts a proposed traffic signal at the intersection of Rice Ave. and Decatur Blvd. This signal will allow full traffic movements through the intersection as well as into and out of the main entryway of the proposed Lifestyle Center project. We believe that full traffic movements through this intersection are necessary to provide access to the property and reduce the possibility of traffic congestion and U-turn conflicts. It should be noted that a nearly identical situation exists north of the CC-215 Beltway with the signalization of the main entryways to the Costco/Wall-Mart properties.

VARIANCE

A variance has been submitted with this application to allow a reduction in the required parking. The number of parking spaces provided for Phase I is less than the minimum number of parking spaces required by the City of Las Vegas. The number of parking spaces provided for Phase II exceeds the minimum parking spaces required by the City of Las Vegas. The overall project does not provide the code required parking spaces. The City of Las Vegas does not have a mechanism to allow shared parking for a mixed use project therefore a variance has been filed currently with the Master Development Plan and Development Standards. Parking facilities may be used jointly when two different operations are not normally conducted during the same hours or when hours of peak use vary. Several of the buildings will have retail uses on the ground floor and office uses on the upper floors, these two uses typically have different peak hours and can utilize the same parking. Also, several of the buildings have retail uses on the ground floor and residential uses on the upper floors, these two uses typically have different peak hours and can utilize the same parking.

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Based upon Chapter 19.10 requirements the project is required to provide ³⁷⁹⁷~~3,845~~ parking spaces for phase I and 581 parking spaces for phase II for a total of 4,426 parking spaces. The site plan provides 2,854 parking spaces for phase I and 682 parking spaces for phase II for a total of 3,536 parking spaces. This is a difference of 890 parking spaces. Based upon the mixed use nature of the project and the fact that different uses have different peak hours the parking is adequate to serve the needs of the residents and visitors.

Chapter 19.18.070 states that a variance can be approved by the Planning Commission with the finding that "extraordinary and exceptional situation or condition of the piece of property, that the strict application of any zoning regulation would result in a peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from the strict application may be granted so as to relieve the difficulties or hardship."

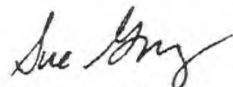
Based upon the unique aspects of this project the variance can be approved and the necessary findings can be made. The project is a true mixed use project which provides a variety of uses on a single site and will reduce the need for parking and vehicles as the residents and visitors can walk to several of the uses without the need to use their vehicles.

SUMMARY

In summary, the proposal provides an imaginative site and building design while maximizing the use of the property, it provides commercial, office, recreational and employment services needed in this area of the City. It has adequate transportation and other services to accommodate a project of this scope and intensity. It is anticipated this mixed use project will be the central activity center in the area and can be constructed and operated in a manner that is harmonious and compatible with the existing and anticipated uses in the area.

We respectfully ask for your favorable consideration of this project. Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,
Perlman Design Group



Sue Gray AICP
Entitlements Manager

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07/27/06 PC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 18, 2006**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**
REZONING

ZON-15031 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: C-M (COMMERCIAL/INDUSTRIAL) on 0.80 acres approximately 300 feet north of Meade Avenue, 980 feet west of Rancho Drive (APN 162-08-201-005), Ward 1 (Tarkanian). The Planning Commission (4-2 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:**Planning Commission Mtg.****6****City Council Meeting****0****APPROVALS RECEIVED BEFORE:****Planning Commission Mtg.****0****City Council Meeting****0****RECOMMENDATION:**

The Planning Commission (4-2 vote) and staff recommend APPROVAL, subject to conditions.

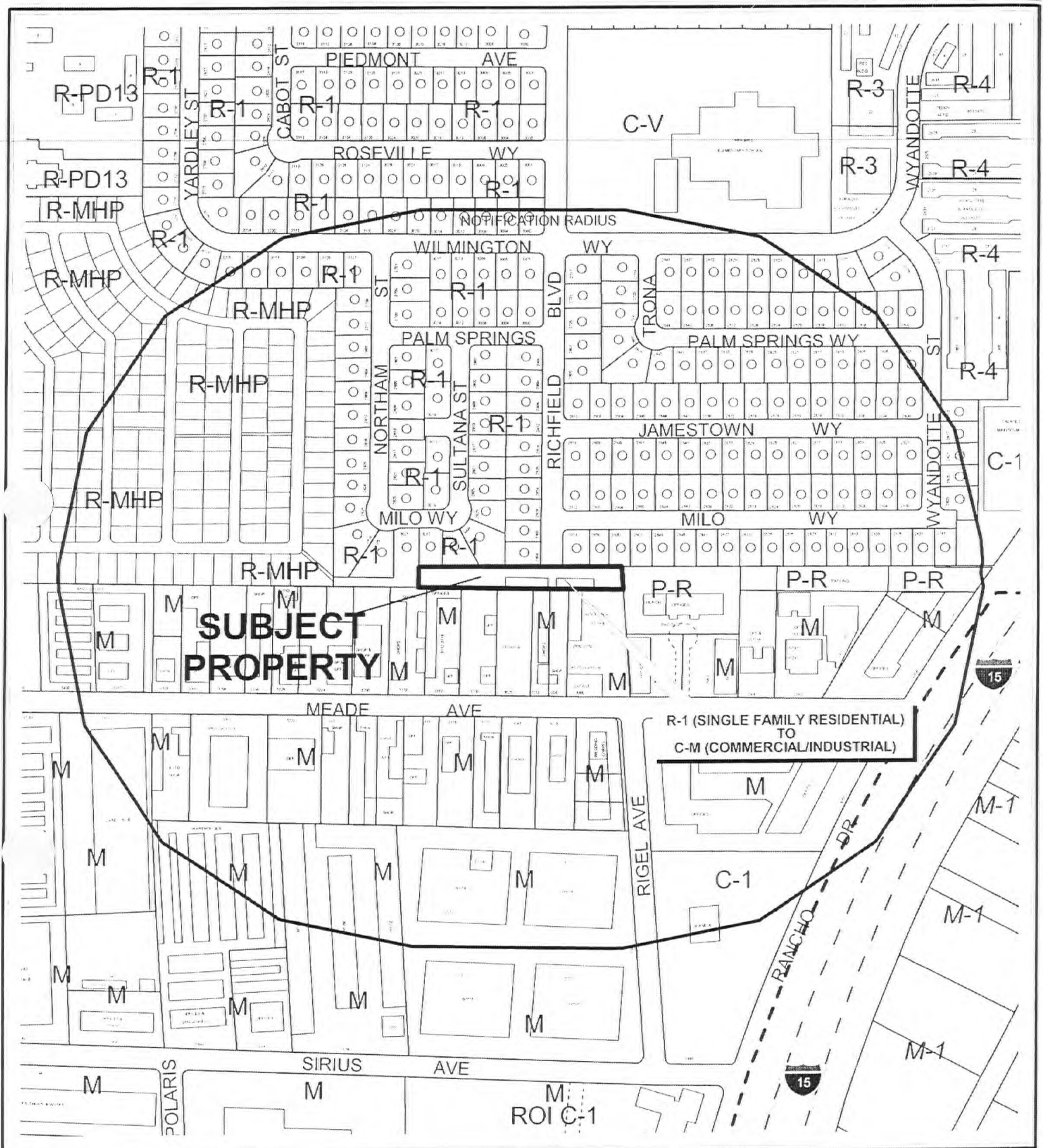
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. City Council approval letter for V-16-89
6. Submitted after final agenda - Abeyance request from Attorney Stephanie Allen for Items 119 and 120
7. Backup referenced from the 08-24-06 Planning Commission meeting Item 42

Motion made by GARY REESE to Table Item 115 [GPA-14118], Item 116 [ZON-14120], Item 117 [VAR-14122] and Item 118 [SDR-14114]; HOLD IN ABEYANCE Item 119 [ZON-15031], Item 120 [SDR-15030], Item 124 [SUP-13362], Item 131 [RQR-13989], Item 133 [ZON-14344], Item 134 [VAR-15323], Item 135 [SDR-14353] and Item 142 [SDR-15747] to 11/15/2006; Item 129 [RQR-15420], Item 130 [RQR-13791], Item 132 [RQR-15054] and Item 141 [SUP-15347] to 11/01/2006; Item 128 [SUP-15442] and Item 72 [Four Aces Emporium] to 02/07/2007

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)



0 200 400 Feet

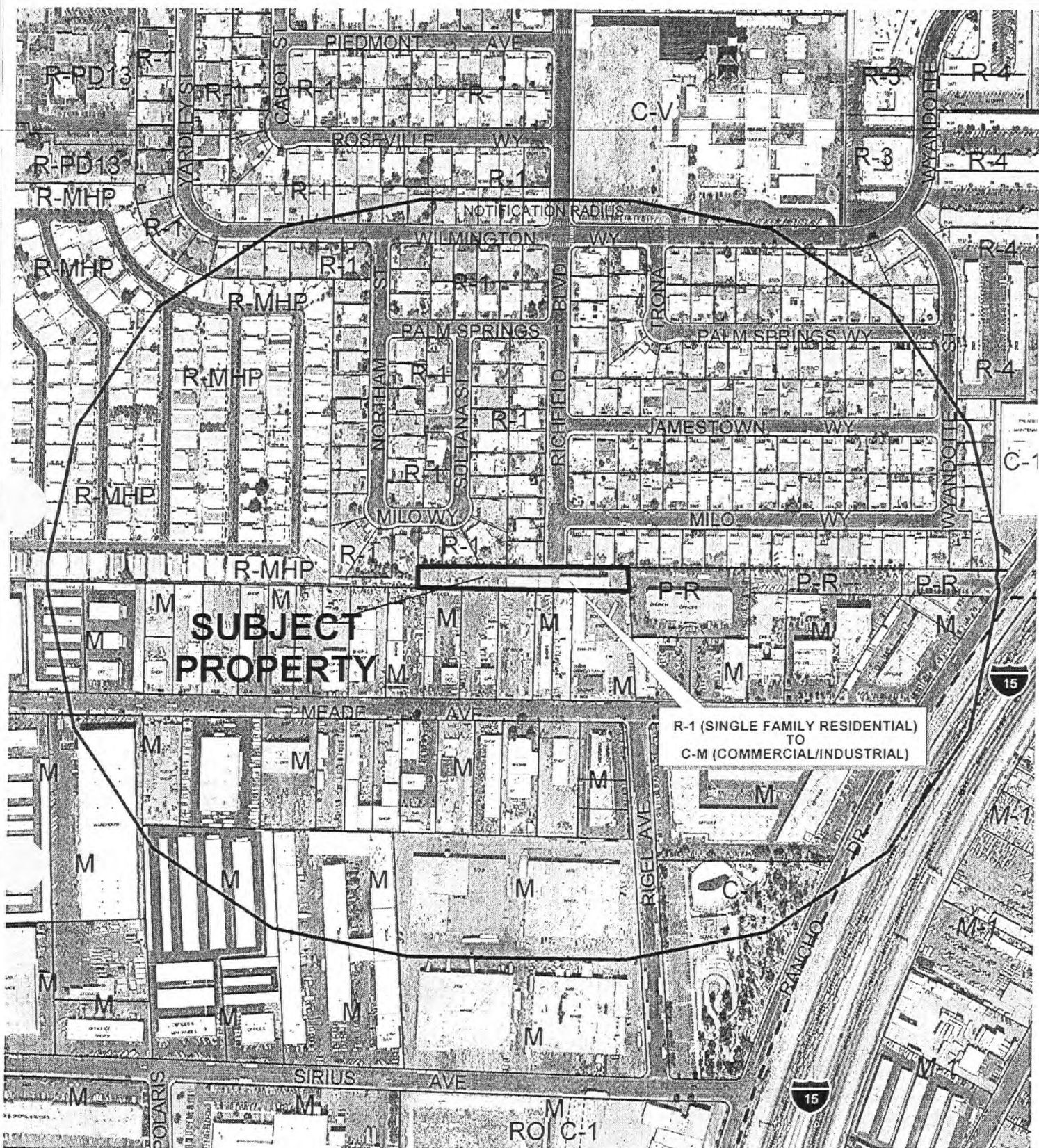
CASE: ZON-15031

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)





CASE: **ZON-15031**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)



AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE - ZON-15031 - APPLICANT/OWNER: 3100
MEADE, LLC**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 4, 2006 CITY COUNCIL
MEETING AT THE REQUEST OF THE APPLICANT.***

**** CONDITIONS ****

The Planning Commission (4-2/sd/se vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. A Resolution of Intent with a two-year time limit is hereby granted.
2. A Site Development Plan Review (SDR-15030) application approved by the City of Las Vegas is required prior to issuance of any permits, any site grading, and all development activity for the site.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Rezoning from R-1 (Single Family Residential) to C-M (Commercial/Industrial) on 0.80 acres approximately 300 feet north of Meade Avenue and 980 feet west of Rancho Drive.

EXECUTIVE SUMMARY

The change in zoning would bring the site into conformance with the General Plan and would allow such uses as a warehouse or storage that are considered appropriate for this location. Approval of this Rezoning is recommended. It is noted that there is a companion Site Development Plan Review (SDR-15030) for a change in use to a light manufacturing facility.

BACKGROUND INFORMATION

A) Related Actions

- 01/26/89 A Variance (V-149-88) was approved to allow a proposed building 13 feet from the rear property line where a 50-foot setback is the minimum required. An Extension of Time was approved on this Variance on 03/22/90. This Extension of Time expired on 01/26/91.
- 04/19/89 The City Council approved a Variance (V-16-89) to allow a mini-storage warehouse to be permitted over a drainage easement. An Extension of Time was granted for this Variance on 06/20/90 and again on 07/17/91. On 06/17/92 a third Extension of Time was approved while a Review of Condition to remove the landscaping on the site was denied.
- 08/24/06 The Planning Commission recommended approval of companion item SDR-15030 concurrently with this application.
- 08/24/06 The Planning Commission voted 4-2/sd/se to recommend APPROVAL (PC Agenda Item #42/ng).

B) Pre-Application Meeting

- 06/13/06 A pre-application meeting was held and elements of this submittal were discussed.

C) *Neighborhood Meetings*

A neighborhood meeting is not required for a Rezoning, nor was one held.

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Net Acres: 0.8

B) *Existing Land Use*

Subject Property: Mini-warehouse
North: Single Family Residential
South: Offices
Storage
Shops
East: Church
West: Single Family Residential

C) *Planned Land Use*

Subject Property: LI/R (Light Industry/Research)
North: L (Low Density Residential)
South: LI/R (Light Industry/Research)
East: C (Commercial)
West: L (Low Density Residential)

D) *Existing Zoning*

Subject Property: R-1 (Single Family Residential) [Proposed C-M
(Commercial/Industrial)]
North: R-1 (Single Family Residential)
South: M (Industrial)
East: P-R (Professional Office and Parking)
West: R-1 (Single Family Residential)

E) *General Plan Compliance*

The subject property is designated as LI/R (Light Industry/Research) under the Southeast Sector Plan of the General Plan. The Light Industry/Research category permits low intensity industrial uses such as the proposed assembly of signs. The proposed use is in compliance with the General Plan; however, the proposed use is considered inappropriate for this location due to its proximity to single-family residential development.

<i>SPECIAL DISTRICTS/ZONES</i>	Yes	No
Special Area Plan		X
Special Overlay District	X	
Airport Overlay District	X	
Trails		X
Rural Preservation Overlay District		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

Airport Overlay District

The subject property is located in the Airport Overlay District 175-foot notification zone. The buildings are a maximum of two stories in height and are not affected by this standard.

ANALYSIS

A) *General Analysis and Discussion*

The applicant is proposing a Rezoning from an R-1 (Single Family Residential) District to a C-M (Commercial/Industrial) District. The purpose of this Rezoning is two-fold. First, if approved, the Rezoning will bring the zoning into conformance with the General Plan. The site has a LI/R (Light Industry/Research) land use designation. Secondly, this Rezoning will permit a change in use on the site. The site was used as a mini-warehouse. The applicant is proposing a light manufacturing facility that would assemble plastic gazebos and fencing. In fact, this activity is already taking place on the site. The applicant has not obtained the necessary licenses or permits for this activity. This matter has been turned over to Business Licensing and Code Enforcement for appropriate action. Additionally, the use is considered too intense for this location as there is adjacent single-family residential property. Denial of the Site Development Plan review (SDR-15030) has been recommended for this reason. In terms of this Rezoning application, the change in zoning would bring the site into conformance with the General Plan and would allow such uses as a warehouse or storage that are considered appropriate for this location. Approval of this Rezoning is recommended for this reason.

FINDINGS

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

- 1. "The proposal conforms to the General Plan."**

The subject property is designated as LI/R (Light Industry/Research). The proposed C-M (Commercial/Industrial) District would be in conformance with this General Plan Designation; therefore, approval of this Rezoning request is recommended.

2. **"The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts."**

The use proposed as part of the companion Site Development Plan Review (SDR-15030) is not considered compatible for this location. The site is in close proximity to single-family residential, with properties abutting this site on the north side. This site is considered more appropriate for a warehouse or other similar type use that would not entail the assembly or manufacturing of products as this can have a negative effect on the nearby neighborhood. As the use is not considered appropriate denial of this application is recommended.

3. **"Growth and development factors in the community indicate the need for or appropriateness of the rezoning."**

The Rezoning is considered appropriate as it would bring the zoning into conformance with the General Plan designation.

4. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district."**

Site access is a concern as ingress/egress is reliant upon another parcel that is under the same ownership as the subject property. Access is provided from Meade Avenue. There is little area to turn around and delivery trucks would have to drive in and back out onto the adjacent property to leave the site.

PLANNING COMMISSION ACTION

There were six speakers in opposition at the Planning Commission meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

11

ASSEMBLY DISTRICT 10

SENATE DISTRICT 3

NOTICES MAILED 552 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-15031** APN: 162-08-301-005

Name of Property Owner: 3100 Meade LLC

Name of Applicant: Lucretia G Corral

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

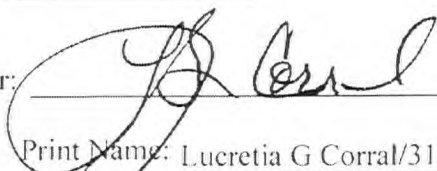
☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

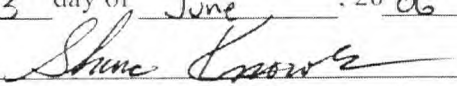
APN: _____

Signature of Property Owner: 

Print Name: Lucretia G Corral/3100 Meade LLC

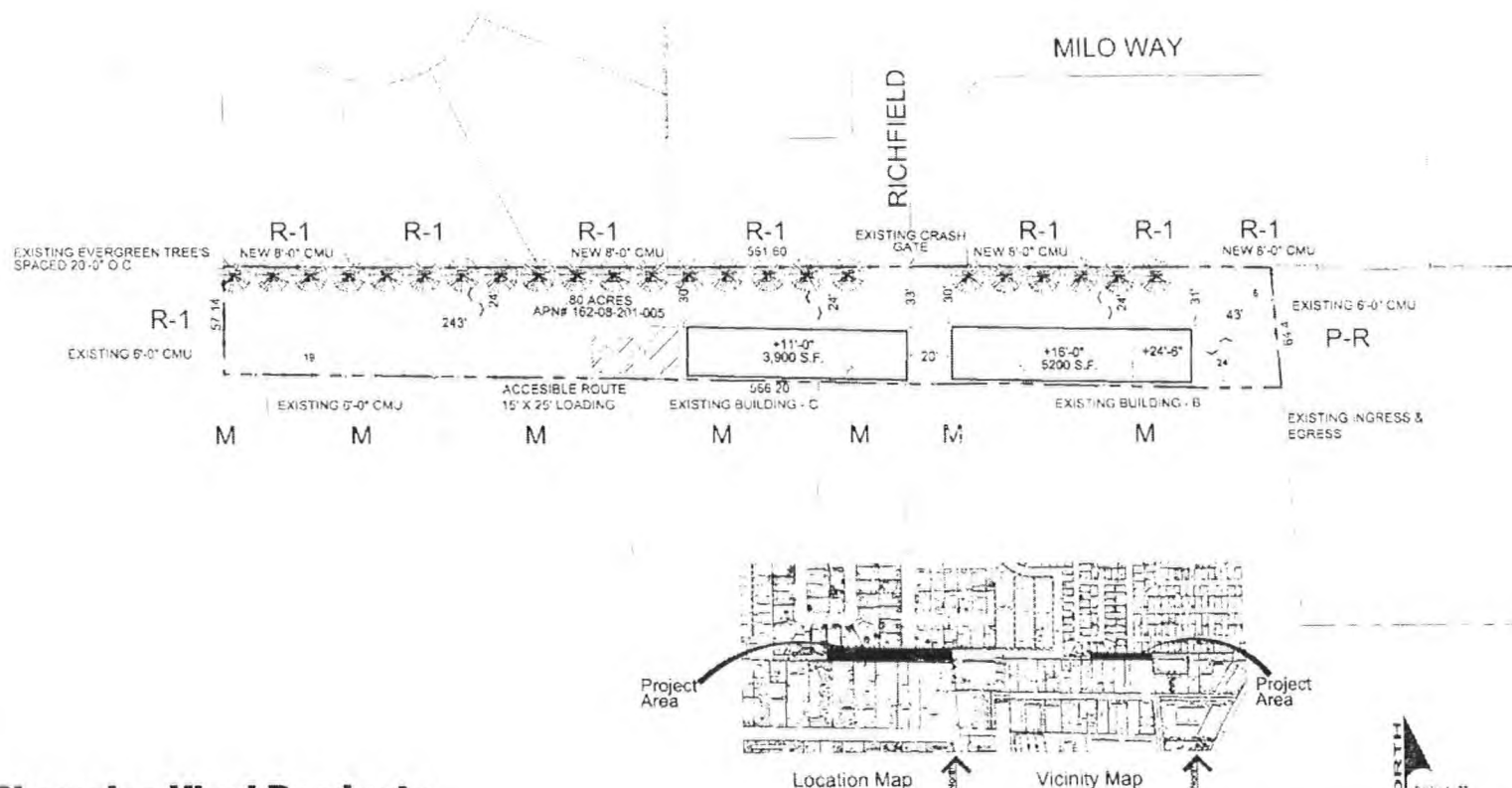
Subscribed and sworn before me

This 13 day of June, 2006


Notary Public in and for said County and State



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JUL 11 2006



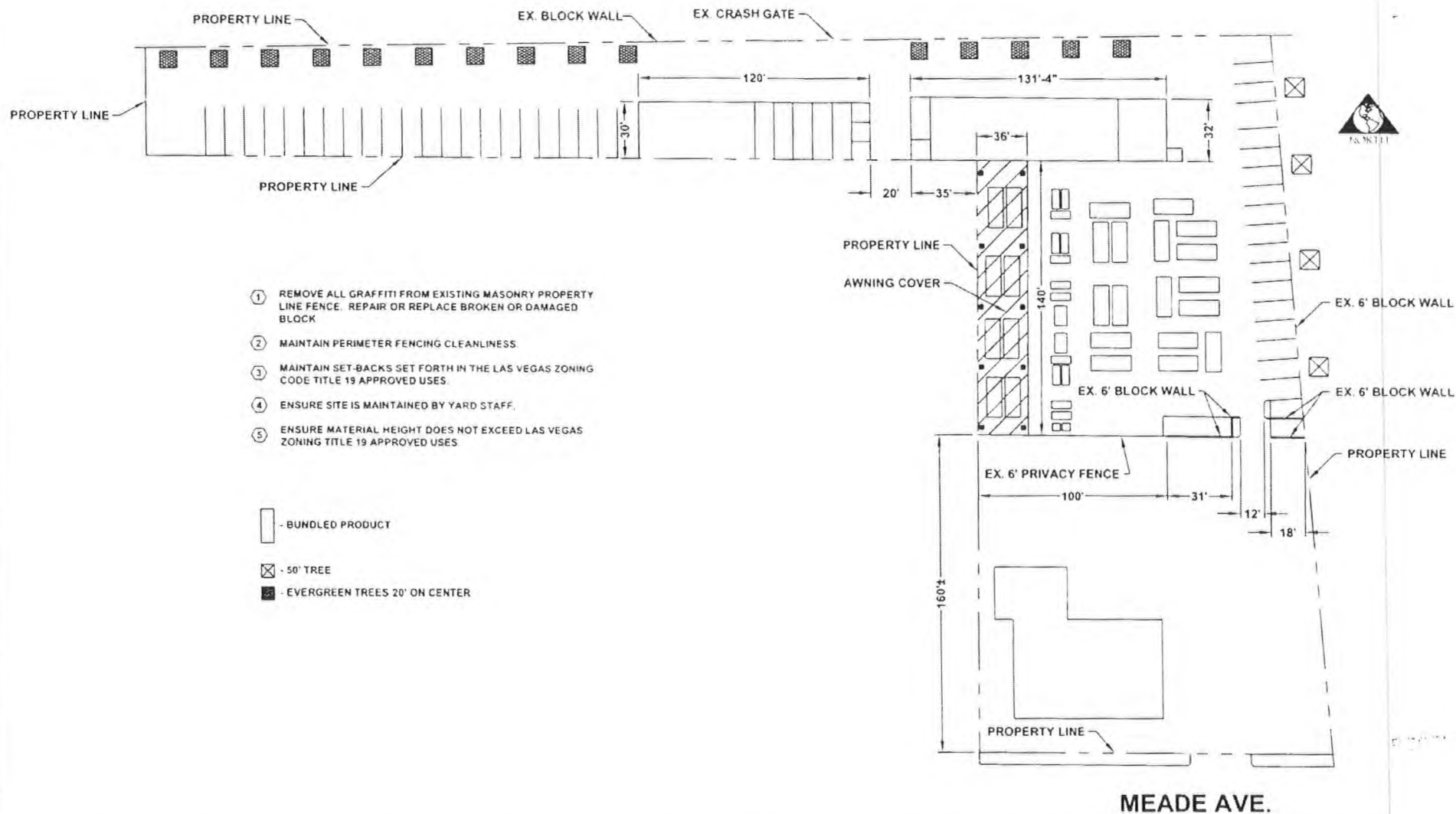
SITE INFORMATION

ZONING - Las Vegas		
Current Zoning - R-1		
Proposed Zoning - CMU		
APN 162-09-201-005		
AREA (Approximate, to be verified)		
Gross Area	34.846 s.f.	8 acres
Total Building Area	9,100 sq ft	
F.A.R.	3.82	
PARKING		
Required	1,500 gta	9 spaces
Total Required		9 spaces
Provided		75 spaces
HVC Required		1 space
HVC Provided		2 spaces
SETBACKS		
Front	Required 10'	Provided 20' - Existing
Side	Required 10'	42' Min - Existing
Corner	Required 10'	10' - Existing
BUILDING		
Max Height	Required N/A	Provided 27'-6"
Max Lot Coverage	Required N/A	N/A
LANDSCAPING		
Min. Zone Depth	Required 8'	Provided Existing
Min. Trees	1 per 20'	1 per 20' - Existing
Fire Turning Radius		
Typical Parking Spaces		
CMU Wall C-C		
Conceptual Site Plan		
MAD6-0013		
07-06-05		
Sheet Title		
Project Number		
Date		

Champion Vinyl Products
Las Vegas, NV

ZON-15031
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2990 - 3000 MEADE AVE.

CHAMPION DESIGNS

SCALE = N.T.S.

SITE PLAN

PAGE: 1 of 1

ZON-15031
08/24/06 PC



KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kkbrf.com
702 693 4215

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3800 Howard Hughes Parkway
Seventh Floor
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Tel 702 792 7000
Fax 702 796 7181

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5585 Kietzke Lane
Reno, NV 89511
Tel 775 852 3900
Fax 775 852 3982

SUMMERLIN OFFICE
3425 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89129
Tel 702 693 4260
Fax 702 939 8457

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel 775 882 1311
Fax 775 882 0257

RECEIVED
JUL 11 2006

July 11, 2006

VIA HAND DELIVERY

City of Las Vegas
Planning & Development Department
731 So. Fourth Street
Las Vegas, NV 89101

Re: *Champion Vinyl*
Justification Letter – Conforming Zone Change & Site Plan Review
APN: 162-08-201-005

To Whom It May Concern:

Please be advised this office represents Champion Vinyl (the "Applicant") in the above referenced matter. This application is for a conforming zone change and site plan review on approximately 0.8 acres located near the intersection of Richfield and Milo Way, more specifically known as assessors parcel number 162-08-201-005 (the "Site").

Conforming Zone Change:

The Applicant is requesting a confirming zone change from R-1 to CM. This Site is master planned Light Industrial Research. Consequently, the proposed zone change is consistent with what is contemplated in the area. Further, a zone change on this Site from R-1 to CM provides the ideal transition and buffer between residential and manufacturing uses.

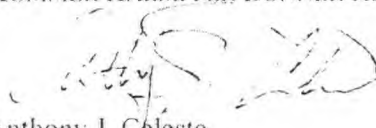
Site Plan Review:

This Site Plan Review is for a light manufacturing business. By way of background, the existing buildings on this Site were approved by a variance (V-149-88) in 1988. The building is approximately 24'-6" and this Site meets all parking and landscape requirements.

Thank you for your kind consideration of this matter. If you have any questions or concerns, please feel free to contact the undersigned.

Sincerely,

KUMMER KAEMPFER BONNER RENSCHAW & FERRARIO


Anthony J. Celeste

AJC/dmf

ZON-15031
08/24/06 PC



MAYOR RON LURIE

COUNCILMEN
BOB NOLEN
W. WAYNE BUNKER
STEVE MILLER
ARNIE ADAMSEN

CITY MANAGER
ASHLEY HALL



CITY of LAS VEGAS

May 4, 1989

Mr. R. Brinton
University of Nevada
Las Vegas Alumni Association
1400 South Decatur Boulevard
Las Vegas, Nevada 89102

RE: V-16-89 - VARIANCE

Dear Mr. Brinton:

The City Council at a regular meeting held April 19, 1989 APPROVED the application of University of Nevada Las Vegas Alumni Association for a Variance to allow a mini-storage facility where such use is not permitted, on property located approximately 280 feet north of Meade Avenue, approximately 1,050 feet west of Rancho Drive, in Zoning District R-1, subject to:

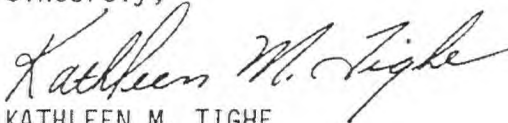
1. No use be permitted in the westerly 230 feet prior to review and approval by the Board of Zoning Adjustment.
2. Install 24 inch boxed evergreen trees 20 feet on center along the north property line as required by the Department of Community Planning and Development.
3. Obtain approval of connection to the Clark County Sanitation District sewer prior to issuance of building permits as required by the Department of Public Works.
4. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of building or grading permits.
5. Construst drainage improvements to accommodate the expected drainage flows along the existing drainage way as required by the Department of Public Works.
6. Aesthetically enhance the building elevations as required by the Department of Community Planning and Development.

ZON-15031
08/24/06 PC



7. All lighting shall be directed away from nearby residential uses with no ray of light shining directly onto any residentially developed property.
8. The hours of operation be limited to 6:00 a.m. through 10:00 p.m.
9. Conformance to the plot plan and elevations.
10. Landscaping and a permanent underground sprinkler system shall be provided as required by the Board of Zoning Adjustment 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.
11. Submittal of a landscaping plan prior to or at the same time application is made for a building permit or license, or prior to occupancy, whichever occurs first.
12. All mechanical equipment, air conditioners and trash areas shall be screened from view from the abutting streets .
13. Satisfaction of City Code requirements and design standards of all City departments.
14. Approval of the parking and driveway plans by the Traffic Engineer.
15. Repair any damage to the existing street improvements resulting from this development as required by the Department of Public Works.
16. Provision of fire hydrants and water flow as required by the Department of Fire Services.

Sincerely,



KATHLEEN M. TIGHE
City Clerk

KMT:cmp

cc: Dept. of Community Planning and Development
Dept. of Public Works
Dept. of Building and Safety
Dept. of Fire Services
Land Development Services

ZON-15031
08/24/06 PC



KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

ATTORNEYS AT LAW

LAS VEGAS OFFICE

STEPHANIE H. ALLEN

sallen@kkbr.com

702.792-7000

LAS VEGAS OFFICE
3900 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
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RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.882.3882

SUMMERLIN OFFICE
3425 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89129
Tel: 702.893.4200
Fax: 702.899.8457

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.882.1311
Fax: 775.882.0257

October 3, 2006

VIA FACSIMILE

382-4803

Ms. Barbara Jo Ronemus
City Clerk
City of Las Vegas
400 E. Stewart, 1st Flr.
Las Vegas, NV 89101

**Re: ZON-15031 and SDR-15030
Meade/Rancho**

Dear Ms. Ronemus:

Our office represents the applicant in the above-referenced matters. We respectfully request that these items be held from the presently scheduled City Council hearing of October 18, 2006 until November 15, 2006.

Thank you for your cooperation and please call if you have any questions.

Sincerely,

KUMMER KAEMPFER BONNER RENSCHAW & FERRARIO

Stephanie H. Allen/mlt
Stephanie H. Allen

SHA/mlt

cc: Jeannie Maust (via fax: 382-8558)

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Submitted after final agenda

Date 10/17/06 Item # 119 & 120

**NOTE: THE FOLLOWING DOCUMENTATION
WAS SUBMITTED FOR THE RECORD BEFORE
OR AT THE PLANNING COMMISSION HEARING
ON THIS ITEM WHICH IS NOW APPEARING
BEFORE THE CITY COUNCIL**

LEASE AGREEMENT
(Modified Gross)

THIS LEASE AGREEMENT ("Lease") is made between Harsch Investment Properties - Nevada, LLC, an Oregon limited liability company ("Landlord"), and Champion Designs LLC dba Champion Vinyl Products, a Nevada corporation ("Tenant"), as of June 14, 2006 (the "date of this Lease").

BASIC LEASE INFORMATION

DESCRIPTION OF PREMISES: 4080 West Desert Inn, Suite W-103 (the "Premises" as shown on Exhibit A), consisting of approximately 2,350 square feet within Building W (the "Building") of Landlord's property known as Location One Commerce Center (the "Project").

PERMITTED USE: FABRICATION AND SALES OF VINYL PRODUCTS FOR NO OTHER PURPOSE.

INITIAL LEASE TERM: 6 MONTHS AND 15 DAYS

EARLY OCCUPANCY DATE: _____

SCHEDULED COMMENCEMENT DATE: June 16, 2006

SCHEDULED EXPIRATION DATE: December 31, 2006

BASE RENT, OPERATING EXPENSES AND SECURITY DEPOSIT

(a) Base Rent due pursuant to Paragraph 3:
June 16, 2006 through June 30, 2006 \$ 1,586.50 per month
July 1, 2006 through December 31, 2006 \$ 3,173.00 per month

(b) Security Deposit pursuant to Paragraph 5:
\$3,173.00

(c) Monthly HVAC Service Charge pursuant to Paragraph 7.3:
June 16, 2006 through June 30, 2006 \$30.00
July 1, 2006 through December 31, 2006 Same

(d) Monthly Trash Surcharge \$ N/A

NOTICE ADDRESSES: **NOTICE TO LANDLORD:**
Harsch Investment Properties - Nevada, LLC
3111 South Valley View Blvd., Suite K, 101
Las Vegas, Nevada 89102
Attn: Property Manager
Fax: (702) 368-2930

NOTICE TO TENANT:
Champion Vinyl Products
3000 Meade Ave
Las Vegas NV 89102
Attn: Jason Randall
Fax: 702-643-9494

BILLING AND PAYMENT ADDRESSES: **LOCKBOX REMITTANCE TO LANDLORD:**
Location #1 Commerce Ctr
Unit No. 32
P.O. Box 5000
Portland, Oregon 97208-5000

BILLING TO TENANT:
Champion Vinyl Products
3000 Mead Ave
Las Vegas NV 89102
Attn: Jason Randall

TENANT'S TAXPAYER ID #: 88-0457989

GUARANTOR: None

TENANT CONTACT: Name: Jason Randall Telephone: 702-643-7766 Fax: 702-643-9494

IN WITNESS WHEREOF, the parties hereto have executed this Lease, consisting of the foregoing Basic Lease Information, the following Paragraphs 1 through 23 (the "Standard Lease Provisions"), and Exhibits A (Premises/Project), B (Insurance), C (Signage Criteria), D (Intentionally Omitted), E (Rules & Regulations), F (Intentionally Omitted) and G (Intentionally Omitted) all of which are incorporated herein by this reference (collectively, this "Lease"). In the event of any conflict between the provisions of the Basic Lease Information and the provisions of the Standard Lease Provisions, the Standard Lease Provisions shall control.

Landlord
Harsch Investment Properties - Nevada, LLC
an Oregon limited liability company

By: *Keitha Williams*
Name: *Keitha Williams*
Its: *Director/Managing Director*

Tenant
Champion Designs LLC dba Champion Vinyl Products

By: *Jason A. Randall*
Teresa C. Condit, President
By: *Jason A. Randall*
Jason A. Randall, Director/Officer

STANDARD LEASE PROVISIONS
(Modified Gross)

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the following terms and conditions, the Premises located in the Project and described in the Basic Lease Information and shown on the attached Exhibit A. Landlord reserves the right to make such changes, additions and/or deletions to the Project and/or the common areas and parking or other facilities thereof as it shall determine from time to time.

2. **Term.** (a) Unless delayed or sooner terminated in accordance herewith, the term of this Lease (the "Term") shall be as set forth in the Basic Lease Information. If the Term Commencement Date (defined below) is not the first day of a calendar month, there shall be added to the Term the partial month ("Partial Lease Month") from the Term Commencement Date through the last day of that calendar month containing the Term Commencement Date.

(b) The Term shall commence as specified in the Basic Lease Information on the Scheduled Term Commencement Date unless the Landlord has not delivered the Premises to Tenant by that date. In the latter event, the Term Commencement Date shall be the earlier of the date Landlord delivers the Premises to Tenant or the date Tenant takes possession or commences use of any portion of the Premises for any business purpose (including moving in). If this Lease contemplates the construction of tenant improvements in the Premises by Landlord, Landlord shall be deemed to have delivered the Premises to Tenant on the date determined by Landlord's space planner to be the date of substantial completion of the work to be performed by Landlord (as described in the Tenant Improvement Agreement, if any, attached hereto as Exhibit D). Tenant acknowledges that Tenant has inspected and accepts the Premises in their present condition, "AS-IS" (WITH ALL FAULTS), except for tenant improvements (if any) to be constructed by Landlord in the Premises.

(c) This Lease shall be a binding contractual obligation upon execution and delivery hereof by Landlord and Tenant, notwithstanding the later commencement of the Term. If the Term Commencement Date is delayed, this Lease shall not be void or voidable; the Term shall not be extended (except as provided in Paragraphs 2(a) & 2(b)), and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom; provided that Tenant shall not be liable for any Rent (defined below) for any period prior to the Term Commencement Date.

(d) Upon full execution and delivery of this Lease and receipt by Landlord of satisfactory evidence of Tenant's compliance with the insurance provisions of the Lease, Tenant may be permitted to occupy the Premises prior to the Term Commencement Date to install furniture, fixtures and the like. Early occupancy shall not advance the expiration date of the Lease and no Base Rent shall be payable, but Tenant shall be responsible for any separately metered utility usage and bound by all other provisions of the Lease including, without limitation, Additional Rent (defined below). During any early occupancy or other period in which Landlord and Tenant are simultaneously occupying and/or performing work in the Premises, Landlord's construction supervisor shall be authorized to resolve any conflicts as to scheduling, access or the like.

3. **Rent.** Subject to the provisions of this Paragraph 3, Tenant agrees to pay during the Term as rent for the Premises the sums specified in the Basic Lease Information (as increased from time to time as provided in the Basic Lease Information or as may otherwise be provided in this Lease) (the "Base Rent"). Base Rent shall be payable in consecutive monthly installments, in advance, without prior notice, demand, deduction or offset, commencing on the Term Commencement Date and continuing on the first day of each calendar month thereafter, except that the first full monthly installment of Base Rent shall be payable upon Tenant's execution of this Lease. If the Term Commencement Date is not the first day of a calendar month, then the Base Rent for the Partial Lease Month shall be prorated based on a 30-day month and shall be payable on the first day of the calendar month following the Term Commencement Date. Base Rent (all forms of additional rent payable hereunder by Tenant and all other amounts, fees, payments or charges payable hereunder by Tenant (collectively, "Additional Rent")) shall (i) each constitute rent payable hereunder and shall sometimes collectively be referred to herein as "Rent", (ii) be payable to Landlord in lawful money of the United States when due without any prior demand therefor, except as may be expressly provided to the contrary herein, (iii) be payable to Landlord at Landlord's Remittance Address set forth in the Basic Lease Information or to such other person or to such other place as Landlord may from time to time designate in writing to Tenant, and (iv) if applicable, be prorated based upon a 30 day month for any partial month.

4. **Delinquent Payment; Handling Charges.** If Tenant is more than ten (10) days late in paying any amount of Rent, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the delinquent amount, or \$100.00, whichever is greater. In addition, any amount due from Tenant to Landlord which is not paid within ten (10) days of the date due shall bear interest at an annual rate (the "Default Rate") equal to fifteen percent (15%).

5. **Security Deposit.** Upon execution of this Lease, Tenant shall pay to Landlord the amount of Security Deposit specified in the Basic Lease Information. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) days after demand therefor by Landlord, deposit with Landlord cash in an amount sufficient to restore the Security Deposit to the amount required to be maintained by Tenant hereunder. Within a reasonable period following expiration or the sooner termination of this Lease, provided that Tenant has performed all of its obligations hereunder, Landlord shall return to Tenant the remaining portion of the Security Deposit. The Security Deposit may be commingled by Landlord with Landlord's other funds, and no interest shall be paid thereon.

6 Obligations of Landlord and Tenant.

6.1 Landlord's Obligations. Landlord shall be responsible and pay for all real property taxes associated with the Project, insurance for the protection of Landlord, operation of and lighting for the common areas of the Project, and water and sewer services to the Premises and the Project. Landlord shall also provide basic trash disposal services and may impose a surcharge on Tenant for use in excess of the normal level provided. In no case shall the reduction or unavailability of any service or any interference in Tenant's business operations within the Premises render Landlord liable to Tenant for any damages of any nature whatsoever caused thereby, constitute a constructive eviction of Tenant, constitute a breach of any implied warranty by Landlord, or entitle Tenant to any abatement of Tenant's rental obligations hereunder. Landlord reserves the right (but shall not be obligated) to contract directly for any such services or to change the supplier or provider of any such services from time to time.

6.2 Tenant's Obligations. Tenant shall (to the extent possible) contract for and pay directly when due for all gas, heat, air conditioning, light, power, telephone and data, sprinkler charges, cleaning, waste disposal in excess of that provided by Landlord, and other utilities and services (the "Services") used on or from the Premises, together with any taxes (other than real estate taxes), penalties, surcharges or the like pertaining thereto. If any such Services are not separately billed or metered to Tenant, Tenant shall pay an equitable share, as determined in good faith by Landlord, of all charges jointly billed or metered with other premises in the Project. Tenant shall also be responsible and pay for any personal property, sales, use or income taxes associated with Tenant's use or occupancy of the Premises, insurance required to be carried by Tenant under the Lease, and Tenant's repair and maintenance duties under the Lease.

7 Improvements, Alterations, Repairs and Maintenance, HVAC & Mechanic's Liens

7.1 Improvements; Alterations. No alterations in, of or to the improvements contained within the Premises (collectively, "Alterations") are permitted without Landlord's prior written approval. Any Alterations shall be installed at Tenant's expense and only in accordance with detailed plans and specifications, construction methods, and all appropriate permits and licenses. Such work may only be done by professionally qualified and licensed contractors and subcontractors approved by Landlord.

7.2 Repairs and Maintenance. Tenant shall maintain the Premises and the improvements and electrical and plumbing systems, including all interior lighting and ballasts, plate glass windows and doors, all interior floor surfaces, walls and ceilings in a first-class condition. Tenant shall repair or replace, as needed, subject to Landlord's direction, any damage to the Project caused by Tenant, including, without limitation, any contractor, employee, agent, invitee or visitor of Tenant (each, a "Tenant Party"). If any such damage occurs outside of the Premises, or if Tenant fails to perform Tenant's obligations under this Paragraph 7.2 or under any other paragraph of this Lease within ten (10) days' after written notice from Landlord (except in the case of an emergency, in which case no notice shall be required), then Landlord may elect to perform such obligations and repair such damage itself at Tenant's expense. Except for and to the extent of damage done by Tenant or a Tenant Party, Landlord shall be responsible and pay for maintenance and repair of the common areas and the foundation, roof, exterior surfaces of the exterior walls, and structural elements of the Premises.

7.3 HVAC. Landlord shall have responsibility for the preventive maintenance, repair and replacement of the heating, ventilation and air conditioning ("HVAC") systems serving the Premises. In addition to Base Rent, Tenant shall pay a monthly HVAC Service Charge as set forth in the Basic Lease Information, the amount of which may be increased by Landlord annually, on or about the anniversary date of the Lease, but such increases shall not exceed Five Dollars (\$5.00) per month.

7.4 Mechanic's Lien. Tenant shall not cause, suffer or permit any mechanic's or materialman's lien or claim to be filed or asserted against the Premises or the Project for any work performed, materials furnished, or obligation incurred by or at the request of Tenant or any Tenant Party.

8 Use

8.1 Permitted Use. Tenant shall continuously occupy and use the Premises only for the Permitted Use stated in the Basic Lease Information (the "Permitted Use") and shall not create or permit any nuisance or unreasonable interference with or disturbance of any other tenants of Landlord. Tenant shall at its sole cost and expense strictly comply with all existing or future applicable governmental laws, rules, requirements and regulations, and covenants, easements and restrictions of record governing and relating to the use, occupancy or possession of the Premises, or to Tenant's use of the common areas (collectively "Regulations"). Should any Regulation now or hereafter be imposed on Tenant or Landlord by any governmental body relating to the use or occupancy of the Premises by Tenant or any Tenant Party, then Tenant agrees, at its sole cost and expense, to comply promptly with such Regulations.

8.2 Hazardous Materials. As used in this Lease, the term "Hazardous Material" means any flammable items, hazardous or toxic substances, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, pesticides, asbestos, PCBs and similar compounds, and including any materials subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Tenant or any Tenant Party without the prior written consent of Landlord.

9. Assignment and Subletting.

9.1 Transfers; Consent. Tenant shall not, without the prior written consent of Landlord, (a) assign, transfer, mortgage, hypothecate, or encumber this Lease or any estate or interest here in, whether directly, indirectly or by operation of law, (b) permit any other entity to become a Tenant hereunder by merger, consolidation, or other reorganization, (c) if Tenant is a corporation, partnership, limited liability company, limited liability partnership, trust, association or other business entity (other than a corporation whose stock is publicly traded), permit, directly or indirectly, the transfer of any ownership interest in Tenant so as to result in (i) a change in the current control of Tenant, (ii) a transfer of twenty-five percent (25%) or more in the aggregate in any twelve (12) month period in the beneficial ownership of such entity or (iii) a transfer of all or substantially all of the assets of Tenant, (d) sublet any portion of the Premises, or (e) grant any license, concession, or other right of occupancy of or with respect to any portion of the Premises, or (f) permit the use of the Premises by any party other than Tenant or a Tenant Party reach of the events listed in this Paragraph 9.1 being referred to herein as a "Transfer"). At least twenty (20) business days prior to the effective date of any proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and all consideration therefor, copies of the proposed documentation, and such information as Landlord may reasonably require. Any Transfer made without Landlord's consent shall be void and shall constitute an Event of Default by Tenant. Tenant shall pay to Landlord \$500 as a review fee for each Transfer request, and reimburse Landlord for its reasonable attorneys' fees and all other costs incurred in connection with considering any request for consent to a proposed Transfer. Landlord's consent to a Transfer shall not release Tenant from its obligations under this Lease (or any guarantor of this Lease or its obligations with respect thereto). Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers.

9.2 Cancellation and Recapture. Notwithstanding Paragraph 9.1, Landlord may (but shall not be obligated to), within ten (10) business days after receipt of Tenant's written request for Landlord's consent to an assignment or subletting, cancel this Lease as to the portion of the Premises proposed to be sublet or subject to an assignment of this Lease ("Transfer Space") as of the date such proposed Transfer is proposed to be effective and, thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person or entity or not at all) without liability to Tenant.

10. Insurance, Waivers, Subrogation and Indemnity.

10.1 Insurance. Tenant shall maintain throughout the Term each of the insurance policies described on Exhibit B attached hereto and shall otherwise comply with the obligations and requirements provided on Exhibit B.

10.2 Waiver of Subrogation. Landlord and Tenant each waives any claim, loss or cost it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property (a "Loss"), to the extent the same is insured against (or is required to be insured against under the terms hereof) under any "all risk" property damage insurance policy covering the Project, the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, regardless of whether the negligence of the other party caused such Loss.

10.3 Indemnity. Subject to Paragraph 10.2, Tenant shall indemnify, defend and hold harmless Landlord and its affiliates, and each of their respective directors, shareholders, partners, lenders, members, managers, contractors, affiliates and employees (collectively, "Landlord Indemnitees") from and against all claims, losses, liabilities, causes of suit or action, judgments, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from or asserted in connection with the use or occupancy of the Premises by Tenant or any Tenant Party, or any negligence or misconduct of Tenant or of any Tenant Party in or about the Premises or the Project, or Tenant's breach of any of its covenants under this Lease, except in each case to the extent arising from the gross negligence or willful misconduct of Landlord or any Landlord Indemnitee. Except to the extent expressly provided in this Lease, Tenant hereby waives all claims against and releases Landlord and each Landlord Indemnitee for any injury to or death of persons, damage to property or business loss in any manner related to (i) Tenant's use and occupancy of the Premises, (ii) acts of God, (iii) acts of third parties, or (iv) any matter outside of the reasonable control of Landlord. This Paragraph 10.3 shall survive termination or expiration of this Lease.

11. Subordination; Attornment.

11.1 Subordination. This Lease is subject and subordinate to all present and future ground or master leases of the Project and to the lien of all mortgages or deeds of trust (collectively, "Security Instruments") now or hereafter encumbering the Project, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of any such Security Instruments, unless the holders of any such mortgages or deeds of trust, or the lessors under such ground or master leases (such holders and lessors are sometimes collectively referred to herein as "Holders") require in writing that this Lease be superior thereto. Tenant shall, within fifteen (15) days of request to do so by Landlord, execute, acknowledge and deliver to Landlord such further instruments or assurances as Landlord may deem necessary or appropriate to evidence or confirm the subordination or superiority of this Lease to any such Security Instrument.

11.2 Attornment. Tenant covenants and agrees that in the event that any proceedings are brought for the foreclosure of any mortgage or deed of trust, or if any ground or master lease is terminated, it shall attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or master lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as "Landlord" under this Lease. In the event that the holder of any such mortgage or deed of trust becomes the "Landlord" under this Lease, such holder shall not be liable for any act or omission of Landlord which occurred prior to such holder's acquisition of title.

12 **Rules and Regulations and Signage** Tenant shall comply, and shall cause each Tenant Party to comply, with the Rules and Regulations of the Project which are attached hereto as **Exhibit E**, and the signage criteria which are attached hereto as **Exhibit C**, and all such nondiscriminatory modifications, additions, deletions and amendments thereto as Landlord shall adopt in good faith from time to time.

13 **Condemnation** If the entire Project or Premises are taken by right of eminent domain or conveyed by Landlord in lieu thereof (a "Taking"), this Lease shall terminate as of the date of the Taking. If any material portion, but less than all of the Premises or the Building, become subject to a Taking and such Taking will render the Premises untenable for a period of more than one hundred eighty (180) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If any material portion, but less than all, of the Project, Building or the Premises becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to any Holder of any Security Instrument, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If this Lease is not so terminated, then Base Rent thereafter payable hereunder shall be abated for the duration of the Taking in proportion to that portion of the Premises rendered untenable by such Taking. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the land on which the Project is situated, the Project, and other improvements taken, and Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award).

14 **Fire or Other Casualty**

14.1 **Repair Estimate; Right to Terminate** If all or any portion of the Premises or the Project is damaged by fire or other casualty (a "Casualty"), Landlord shall, within ninety (90) days after Landlord's discovery of such damage, deliver to Tenant its good faith estimate (the "Damage Notice") of the time period following such notice needed to repair the damage caused by such Casualty. Landlord may elect to terminate this Lease in any case where (a) any portion of the Premises or any material portion of the Project are damaged and (b) either (i) Landlord estimates in good faith that the repair and restoration of such damage under Paragraph 14.2 ("Restoration") cannot reasonably be completed (without the payment of overtime) within two hundred (200) days of Landlord's actual discovery of such damage, (ii) the Holder of any Security Instrument requires the application of any insurance proceeds with respect to such Casualty to be applied to the outstanding balance of the obligation secured by such Security Instrument, (iii) the cost of such Restoration is not fully covered by insurance proceeds available to Landlord, and/or payments received by Landlord from tenants, or (iv) Tenant shall be entitled to an abatement of rent under this Paragraph 14 for any period of time in excess of thirty-three percent (33%) of the remainder of the Term.

14.2 **Repair Obligation; Abatement of Rent** Subject to Paragraph 14.1, Landlord shall, within a reasonable time after the discovery by Landlord of any damage resulting from a Casualty, begin with reasonable diligence to restore the Premises to substantially the same condition as existed immediately before such Casualty, except for modifications required by Regulations, and modifications to the Project reasonably deemed desirable by Landlord, provided, however, that Landlord shall not be required as part of the Restoration to repair or replace any of the Alterations, furniture, equipment, fixtures, and other improvements which may have been placed by, or at the request of, Tenant or other occupants in the Premises. Landlord shall have no liability for any inconvenience or annoyance to Tenant or injury to Tenant's business as a result of any Casualty, regardless of the cause therefor. Base Rent shall abate if and to the extent a Casualty damages the Premises and renders them unfit for occupancy, and are not occupied by Tenant.

15 **Parking** Tenant shall have the right to the nonexclusive use of the parking facilities of the Project for the parking of motor vehicles used by Tenant and Tenant Parties only; such rights are not transferable without Landlord's approval. The use of such parking facilities shall be subject to such rules and regulations as may be adopted by Landlord from time to time for the use of such facilities.

16 **Events of Default** Each of the following occurrences shall be an "Event of Default" and shall constitute a material default and breach of this Lease by Tenant: (a) any failure by Tenant to pay Rent or any other amount due and payable hereunder when due, (b) the abandonment or vacation of the Premises by Tenant, (c) any failure by Tenant to obtain insurance and/or deliver insurance certificates required under Paragraph 11, (d) any failure by Tenant to execute and deliver any estoppel certificate or other document described in Paragraphs 12 or 21 requested by Landlord, where such failure continues for five (5) days after delivery of written notice of such failure by Landlord to Tenant, (e) any failure by Tenant to fully perform any other obligation of Tenant under this Lease, where such failure continues for thirty (30) days after delivery of written notice of such failure by Landlord to Tenant, (f) the voluntary or involuntary filing of a petition by or against Tenant or any general partner of Tenant or any guarantor (i) in any bankruptcy or other insolvency proceeding, (ii) seeking any relief under any state or federal debtor relief law, or (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; (g) the default, repudiation or revocation of any guarantor of Tenant's obligations hereunder. Any notice of any failure of Tenant required under this Paragraph 16 shall be in lieu of, and not in addition to, any notice required under applicable law.

17 **Remedies** Upon the occurrence of any Event of Default by Tenant, Landlord shall have, in addition to any other remedies available at law or in equity, the option to pursue any one (1) or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice of demand whatsoever:

(a) Terminate this Lease, and Landlord may recover from Tenant all amounts permitted by law necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease (specifically including, without limitation, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant);

(b) If Landlord does not elect to terminate this Lease on account of any Event of Default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

(c) Landlord shall at all times have the right to seek any declaratory, injunctive, or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation of or breach of any provision hereof.

(d) Following the occurrence of two instances of payment of Rent more than ten (10) days late in any twelve (12) month period, the late charge set forth in Paragraph 4 shall apply from the date payment was due and Landlord may require that all remaining monthly installments of Rent payable under this Lease shall be payable by cashier's check or electronic funds transfer two (2) months in advance, and may require that Tenant increase the Security Deposit to an amount equal to two times the current month's Rent at the time of the most recent default. Landlord may cure Tenant's default at the expense of Tenant (A) immediately and without notice in the case (1) of emergency, (2) where such default unreasonably interferes with any other tenant in the Project, or (3) where such default will result in the violation of any Regulation or the cancellation of any insurance policy maintained by Landlord, and (B) in any other case if such default continues for ten (10) days following the receipt by Tenant of notice of such default from Landlord and all costs incurred by Landlord in curing such default(s), including, without limitation, attorneys' fees, shall be reimbursable by Tenant as Rent hereunder upon demand, together with interest thereon, from the date such costs were incurred by Landlord, at the Default Rate.

18. **Surrender of Premises.** No agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord all keys to the Premises, and Tenant shall deliver to Landlord the Premises in the same condition as existed on the date Tenant originally took possession thereof, ordinary wear and tear excepted. In addition, prior to the expiration of the Term or any sooner termination thereof, (a) Tenant shall remove such Alterations as Landlord shall request (even if installed with Landlord's consent) and shall restore the portion of the Premises affected by such Alterations and such removal to its condition existing immediately prior to the making of such Alterations, (b) Tenant shall remove from the Premises all unattached trade fixtures, furniture, equipment and personal property located in the Premises, including, without limitation, phone equipment, wiring, cabling and all garbage, waste and debris, and (c) Tenant shall repair all damage to the Premises or the Project caused by any such removal including, without limitation, full restoration of all holes and gaps resulting from any such removal and repainting required thereby. All personal property and fixtures of Tenant not so removed shall, to the extent permitted under applicable Regulations, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items.

19. **Holding Over.** If Tenant holds over after the expiration or earlier termination of the Term hereof, with or without the express or implied consent of Landlord, Tenant shall be only a month-to-month tenant and otherwise upon the terms, covenants and conditions herein specified. Unless Tenant obtains Landlord's express written consent to the holdover, Tenant's Base Rent shall be at a rate equal to one hundred fifty percent (150%) of the monthly installment of Base Rent payable by Tenant immediately prior to such expiration or termination. If Tenant obtains Landlord's express written consent to the holdover, Tenant's Base Rent shall remain the same as it was immediately prior to such expiration or termination.

20. **Substitution or Demolition.**

20.1 **Substitution.** Upon at least sixty (60) days prior written notice, Landlord may relocate Tenant within the Project (or to any other facility owned by Landlord or an affiliate of Landlord within the vicinity of the Project) to substitute space. As used herein, "substitute space" means space containing square footage which is not more than 15 percent greater or lesser than the approximate square footage of the Premises set forth in the Basic Lease Information and which is comparable in utility and condition to the Premises. If Landlord exercises this right to relocate Tenant, Landlord shall reimburse Tenant for (a) Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment and supplies from the Premises to the substitute space; (b) the cost of installing leasehold improvements in the substitute space comparable to those in the Premises; (c) reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's exercise of this relocation right. In the event Tenant is relocated pursuant to this Section 20, Tenant shall surrender the Premises to Landlord in accordance with all terms and conditions of this Lease prior to the termination of the 60-day period and shall promptly upon Landlord's request execute an amendment to this Lease which shall designate the substitute space as the "Premises" subject to this Lease and adjust the Base Rent and Additional Rent to reflect any increase or decrease in the floor area of the substitute space or, if Tenant is relocated outside the Project, to execute a new lease in substantially the same form as the existing Lease with the affiliate of Landlord.

20.2 **Demolition.** Landlord shall have the right to terminate this Lease in the event Landlord elects to demolish 75 percent or more of the total floor area in the building containing the Premises. In such event, Landlord shall give Tenant a notice of termination at least 180 days prior to the effective date of such termination and shall pay Tenant, on the termination date, the cost (less depreciation) of Tenant's fixtures (other than removable trade fixtures) and of leasehold improvements installed in the Premises at Tenant's expense. For the purposes of this provision, depreciation of Tenant's fixtures and leasehold improvements shall be calculated on a straight-line basis over the Term of this Lease (exclusive of any permitted extensions of the Term). Upon payment to Tenant of the amount specified in this paragraph and any prepaid Rent or security deposit, Landlord shall be relieved of all further liability to Tenant hereunder and the Lease shall terminate as of the effective date of such termination except for the rights and obligations accrued as of the date of such termination.

21. **Miscellaneous**

21.1 **Landlord Transfers and Liability.** Landlord may, without restriction, sell, assign or transfer in any manner all or any portion of the Project, any interest therein or any of Landlord's rights under this Lease and then Landlord shall automatically be released from any further obligations hereunder. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease or with respect to any obligation or liability related to the Premises or the Project shall be recoverable only from the interest of Landlord in the Project, and neither Landlord nor any affiliate thereof shall have any personal liability with respect thereto and in no case shall Landlord be liable to Tenant for any lost profits, damage to business, or any form of special, indirect or consequential damage on account of any breach of

this Lease. In the event that the holder of a mortgage or deed of trust becomes the "Landlord" under this Lease, such holder shall not be liable for any act or omission of Landlord which occurred prior to such holder's acquisition of title.

21.2 **Estoppel Certificates; Financial Statements.** At any time and from time to time during the Term, Tenant shall, without charge, execute, acknowledge and deliver to Landlord within ten (10) days after Landlord's request therefor, an estoppel certificate in recordable form containing such factual certifications and other provisions as are commonly found in the estoppel certificate forms requested by institutional lenders and purchasers.

21.3 **Notices.** Notices, consents, etc. desired or required to be given under this Lease shall be effective only if given in writing and sent by (a) registered or certified United States mail, postage prepaid, (b) nationally recognized express mail courier that provides written evidence of delivery, fees prepaid, or (c) facsimile and United States mail, postage prepaid, and addressed as set forth in the Basic Lease Information, or at such other address as may be specified from time to time, in writing, or, if to Tenant, at the Premises. Any such notice, consent, etc. shall be deemed given to it sent by mail, on the day it is officially delivered to or refused by the intended recipient, (iii) if sent by courier, on the date it is officially received by such courier, (iii) if delivered by facsimile, on the date the sender obtains written telephonic confirmation that the electronic transmission was received, or (iv) if delivered personally, upon delivery or, if refused by the intended recipient, upon attempted delivery.

21.4 **Payment by Tenant; Non-Waiver.** Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such terms. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

21.5 **Certain Rights Reserved by Landlord.** Landlord hereby reserves and shall have the following rights with respect to the Premises and the Project: (a) to make inspections, repairs, or improvements, whether structural or otherwise, in and about the Premises or any part thereof; and (b) to enter the Premises at reasonable hours (or at any time in an emergency) to perform repairs, to take any action authorized hereunder, or to show the Premises to prospective purchasers or lenders, or, during the last six (6) months of the Term, prospective tenants.

21.6 **Miscellaneous.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future law, then the remainder of this Lease shall not be affected thereby. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Tenant and the person or persons signing on behalf of Tenant represent and warrant that Tenant has full right and authority to enter into this Lease, and that all persons signing this Lease on its behalf are authorized to do so. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All exhibits and attachments attached hereto are incorporated herein by this reference. This Lease shall be governed by and construed in accordance with the laws of the jurisdiction where the Project is located. In any action which Landlord or Tenant brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including without limitation, reasonable attorneys' fees and court costs. Tenant shall not record this Lease or any memorandum hereof. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR WITH RESPECT TO THIS LEASE.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original. Time is of the essence as to the performance of each covenant hereunder in which time of performance is a factor.

22 **No Broker.** Landlord and Tenant each warrant that they have dealt with no real estate broker in connection with this transaction with the exception of the brokers, if any, named in Exhibit E. Landlord and Tenant each agree to hold each other harmless from and against any and all damages, costs and expenses resulting from any claim(s) for a brokerage commission or finder's fee that may be asserted against either of them by any broker or finder with whom the other has dealt.

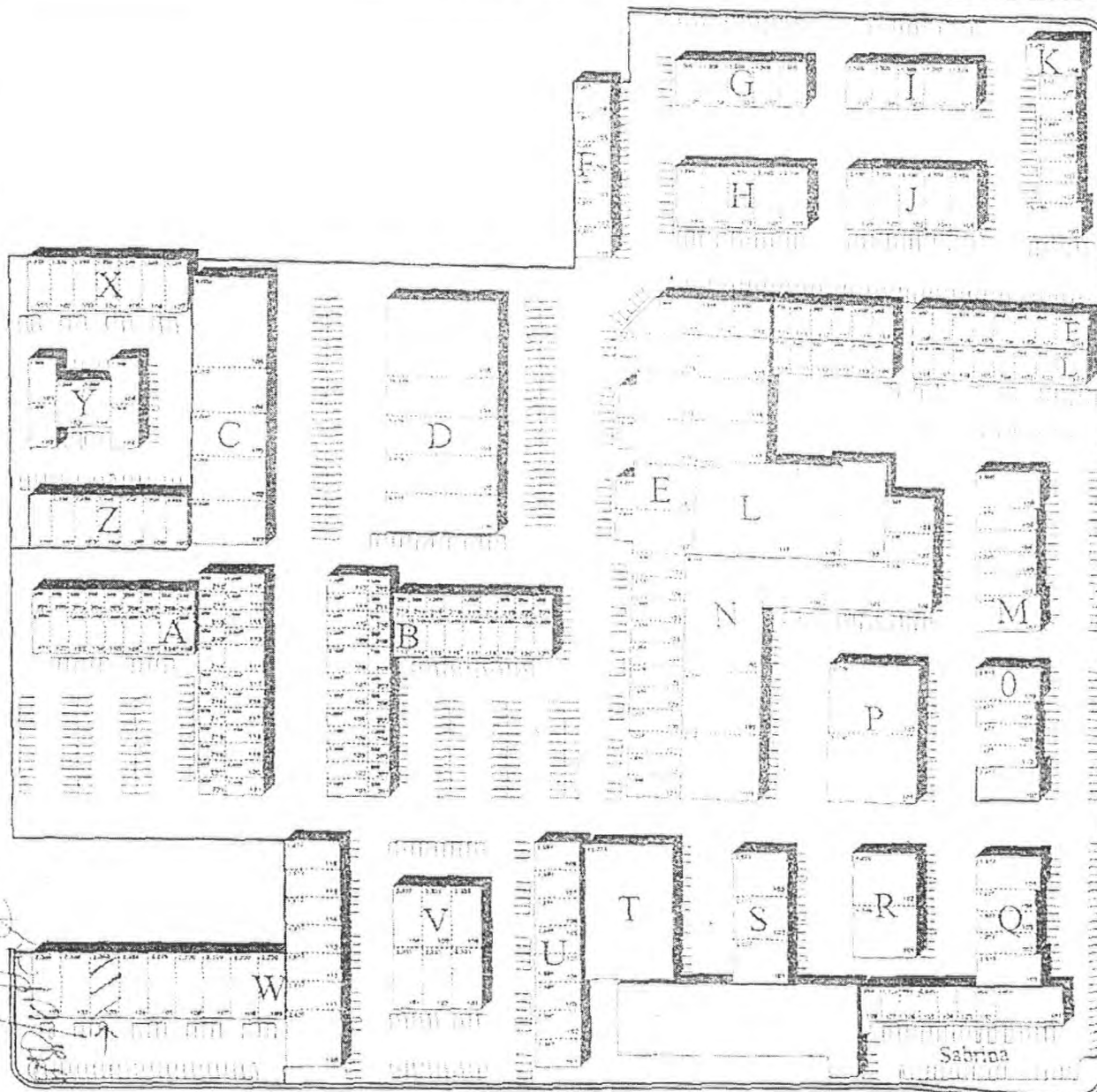
23 **Further provisions, if any, are contained in Exhibit F, attached hereto.**

Submission of this Lease to Tenant does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlord and Tenant.

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SIRIUS AVENUE

WYNN ROAD



DESERT INN ROAD

LOCATION ONE BUSINESS PARK

SITE ADDRESS
4080 WEST DESERT INN ROAD
3111 SOUTH VALLEY VIEW BLVD
LAS VEGAS, NV 89102

PARCEL NUMBER
10207502010

PARCEL MAP FILE:
#10 PG 23
M21 RPT SECTION 7

ZONE (M-)

36M NEW ALYNN

EXHIBIT A



EXHIBIT B INSURANCE

Tenant's Insurance. Tenant shall, at Tenant's sole cost and expense, procure and keep in effect from the date of this Lease for further authorized occupancy) and at all times until the end of the Term the following insurance coverage:

1. **Property Insurance.** Insurance on all personal property and fixtures of Tenant and all improvements made by or for Tenant to the Premises on an "All Risk" or "Special Form" basis, for the full replacement value of such property.
2. **Liability Insurance.** Commercial General Liability Insurance written on an ISO (C) 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least \$1,000,000, and a minimum general aggregate limit of at least \$2,000,000, covering bodily injury and property damage liability occurring in or about the Premises or arising out of the use and occupancy of the Premises and/or obligations under this Lease, and shall be endorsed to name Landlord, any Holder of a Security Instrument and any other party specified by Landlord as an additional insured with regard to liability arising out of the ownership, maintenance or use of the Premises.
3. **Worker's (Compensation and Employer's Liability Insurance.** (a) Worker's Compensation Insurance as required by any Regulation, and (b) Employer's Liability Insurance in amounts not less than \$1,000,000 each accident for bodily injury by accident and for bodily injury by disease, and for each employee for bodily injury by disease.
4. **Commercial Auto Liability Insurance.** Commercial auto liability insurance with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Such insurance shall cover liability relating to any auto (including owned, hired and non-owned autos).
5. **Alterations Requirements.** In the event Tenant shall desire to perform any Alterations, Tenant shall deliver to Landlord, prior to commencing such Alterations (i) evidence satisfactory to Landlord that Tenant carries "Builder's Risk" insurance covering construction of such Alterations in an amount and form approved by Landlord, (ii) such other insurance as Landlord shall reasonably require, and (iii) a lien and completion bond or other security in form and amount satisfactory to Landlord.
6. **General Insurance Requirements.** All coverages described in this Exhibit B shall be endorsed to (i) provide Landlord with thirty (30) days' notice of cancellation or change in terms, and (ii) be primary and non-contributing with Landlord's insurance. The property insurance coverage of Tenant shall be endorsed to waive all rights of subrogation by the insurance carrier against Landlord or shall otherwise state that the carrier shall be so bound by Tenant's waiver of the carrier's right of subrogation. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this Exhibit B is, in Landlord's reasonably judgment, materially less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises or if Tenant's use of the Premises should change with or without Landlord's consent, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this Exhibit B. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated A- or better in "Best's Insurance Guide" and authorized to do business in the State of Nevada. Deductible amounts under all insurance policies required to be carried by Tenant under this Lease shall not exceed \$50,000 per occurrence. Tenant shall deliver to Landlord on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration date of the expired policies, certified copies of Tenant's insurance policies, or a certificate evidencing the same issued by the insurer thereunder, and, if Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant under the Lease, procure the same for the account of Tenant, and the cost thereof (with interest thereon at the Default Rate) shall be paid to Landlord as Additional Rent.
- Landlord's Insurance.** All insurance maintained by Landlord shall be for the sole benefit of Landlord and under Landlord's sole control.
1. **Property Insurance.** Landlord agrees to maintain property insurance insuring the Building against damage or destruction due to risks including fire, vandalism, and malicious mischief in an amount not less than the replacement cost thereof, in the form and with deductibles and endorsements as selected by Landlord. At its election, Landlord may instead (but shall have no obligation to) obtain "All Risk" coverage, and may also obtain earthquake, pollution, and/or flood insurance in amounts selected by Landlord.
2. **Optional Insurance.** Landlord, at Landlord's option, may also (but shall have no obligation to) carry (i) insurance against loss of rent, in an amount equal to the amount of Base Rent and Additional Rent that Landlord could be required to abate to all Project tenants in the event of condemnation or casualty damage for a period of twelve (12) months, and (ii) liability insurance and such other insurance as Landlord may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Landlord shall determine. Landlord shall not be obligated to insure, and shall have no responsibility whatsoever for any damage to, any furniture, machinery, goods, inventory or supplies, or other personal property or fixtures which Tenant may keep or maintain in the Premises, or any leasehold improvements, additions or alterations within the Premises.

EXHIBIT C

SIGN CRITERIA

- 1 Purpose. These Sign Criteria have been established for the purpose of maintaining a consistent overall appearance of the Project and shall be strictly enforced.
- 2 Signage. As used herein, Signage shall mean any signs, advertising placards, banners, pennants, names, insignias, trademarks, balloons, flags, decals or other decorative or descriptive material installed on the Project.
- 3 Tenant Responsibility. Tenant, at its sole expense, shall be responsible for any Signage it requires at the Premises, including conforming with these Sign Criteria and all applicable laws, obtaining required permits, installing, maintaining and removing such Signage, as well as restoring the Premises to Landlord's satisfaction after such Signage is removed.
- 4 Approved Contractor. Tenant shall contract with a professionally licensed sign company approved by Landlord for the design, fabrication and installation of Tenant's Signage.
- 5 Landlord Approval Required. Tenant shall obtain Landlord's written approval prior to the installation or removal of any Signage on the Premises. Prior to Tenant's Signage installation, Tenant shall submit to Landlord for its review and approval, a scaled drawing of Tenant's proposed Signage including colors, construction details, method of attachment, electrical loads and electrical plans. Any sign installed without the prior approval of Landlord will be brought into conformity or removed at Tenant's expense.
- 6 Permitted Signage. Tenant shall be permitted Identification Signage at Tenant's main entrance displaying Tenant's business name, type of business and/or logo only. Tenant shall also be permitted Information Signage at Tenant's main entrance displaying Tenant's hours of operation and such other information approved by Landlord. Landlord shall designate the specific location of Tenant's Signage.
- 7 Sign Specifications. All Tenant Signage shall comply with these Sign Criteria and the Sign Specifications attached hereto as Exhibit C-1.
- 8 Installation. Tenant shall notify Landlord prior to the installation of any Signage. Tenant or its contractor shall repair any damage to any property caused by such installation work.
- 9 Maintenance. Tenant shall be solely responsible for the proper maintenance of its Signage, including illumination. Landlord may repair or maintain Tenant's Signage, at Tenant's expense, if Tenant has not commenced required maintenance of its signage within ten days after receipt of written notice from Landlord informing Tenant of such required repairs or maintenance.
- 10 Removal. Tenant shall remove all of its Signage upon the expiration or early termination of the Lease. Tenant shall notify Landlord prior to such removal. Landlord, at Tenant's expense, shall repair any damage to the building required as a result of Tenant's sign removal.
- 11 Interior Signage. Except as provided herein, no signs visible from the exterior of the Premises shall be permitted in the interior of the Premises without Landlord's consent.
- 12 Vehicle Signs. Without restricting Tenant's right to park its delivery or other vehicles used in the normal course of business on the Project, no signs may be affixed to any vehicles or trailers parked on the Project that advertise promotions or direct customers to the Premises.
- 13 Prohibited Signs. Signs consisting of moving, swinging, rotating, flashing, blinking, scintillating, fluctuating or otherwise animated light are prohibited. Off-premise signs or any sign installed for the purpose of advertising a product, event, person, or subject not related to the premises upon which said sign is located are prohibited, without written consent of the Landlord.
- 14 No Exceptions. Except as provided herein, no Signage shall be affixed, without Landlord's prior approval, anywhere on the Project, including but not limited to on the glass, in the window area or on the exterior walls of the building, landscaping areas, sidewalks or the driveways or parking areas of the Project.
- 15 Changes. These Sign Criteria are subject to change by Landlord. In the event Landlord changes the Sign Criteria for the Project during the term of this Lease, Landlord may update Tenant's Signage in compliance with the new Sign Criteria provided that any costs associated with such change shall be at Landlord's sole expense.

EXHIBIT C-1 SIGN SPECIFICATIONS

These Sign Specifications for Location One are an attachment to Landlord's Sign Criteria and are incorporated therein.

Identification Signage

1. Tenant's Identification Signage shall only be installed in the area designated by Landlord on the Building.
2. The letter style, wording and logo shall be submitted to Landlord for approval.
3. Tenant shall be responsible for electrical requirements, transformer specifications, conduit locations and other electrical criteria associated with any illuminated sign. There shall be no exposed wiring, conduits or transformers.
4. Tenant's sign panel shall be made of white acrylic material at least 3/16" thick, inserted in the existing metal sign can designated by Landlord. Vinyl letters shall be applied to the acrylic sign panel.

Information Signage

1. Tenant's Information Signage shall only be installed in the area designated by Landlord on the door or storefront of the building at Tenant's main entrance.
2. The letter style and wording shall be submitted to Landlord for approval.
3. Tenant's Information Signage shall consist of vinyl letters not to exceed 2" in height.

* * * * *

Exhibit E Rules and Regulations

Except as otherwise provided in the Multi-Tenant Lease to which this exhibit is attached, the following rules and regulations shall apply:

1. The sidewalk, entries and driveways of the Project shall not be obstructed by Tenant or its agents or used by them for any purpose other than ingress and egress to and from the Premises.
2. Tenant shall not place any objects, including antennas, satellites, outdoor furniture, etc., in the parking areas, landscaped areas or other areas outside of its Premises or on the roof of the Project. No A-frame signs allowed on the Project, the landscaping or the sidewalks.
3. Except for seeing-eye dogs or service animals, no animals, including birds or reptiles, shall be allowed in the offices, halls, corridors or common areas in the Project. Feeding of pigeons is strictly prohibited.
4. Tenant shall not disturb the occupants of the Project or adjoining buildings by the use of any radio or musical instrument or by the making of loud or improper noises including revving and testing of engines, vehicles and car stereo systems.
5. If Tenant desires data or telephone lines or other electric connections or installations in the Premises, Landlord or its agent will direct the electrician as to where and how the wires may be introduced and, without such direction, no boring or cutting of wires will be permitted. Any such installation or connection shall be made at Tenant's expense, with prior written authorization from Landlord.
6. Tenant shall not install or operate any steam or gas engine or boiler or carry on any mechanical business in the Premises except as specifically approved in the Lease. The use of oil, gas or flammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Project. Tenant cannot under any circumstances spray paint objects inside of or outside of leased Premises, unless using a certified paint booth.
7. Parking any type of recreational vehicles is specifically prohibited on or about the Project. No vehicle of any type shall be stored in the parking areas at any time. In the event a vehicle is disabled, improperly or illegally parked, or the vehicle is without a current license plate and tag, it shall be towed within 24 hours at the Tenant's expense. There shall be no "For Sale" or other advertising signs on or about any parked vehicle. All vehicles shall be parked in designated parking areas in conformity with all signs and other markings and cannot take more than one designated parking space. All parking will be open parking; numbering or lettering of individual spaces will not be permitted except as specified by Landlord. The parking lot cannot be used for the testing of vehicles, motorcycles, choppers, ATVs, motor scooters and pocket bikes, etc.
8. Tenant shall maintain the Premises free from rodents, insects and other pests. Interior extermination/spraying are the Tenant's responsibility.
9. Landlord reserves the right to exclude or expel from the Project any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of the Project.
10. a. Tenant agrees that all Tenants' trash and rubbish shall be deposited in receptacles and that Tenant shall not cause or permit any trash receptacles to remain outside the building. Tenant cannot use on-site compactor/dumpsters for the disposal of any manufacturing materials and by-products, landscaping refuse, glass panes, etc., or for excessive amounts of any type of refuse. The compactor/dumpsters are for ordinary office refuse only. All boxes and pallets must be crushed or broken down before placing them into the compactor. All movable trash receptacles provided by the trash disposal firm for the Premises must be kept in the trash enclosure areas, if any, provided for that purpose. In the event Landlord provides or designates trash receptacles, Tenant agrees, at its own cost and expense, to cause such receptacles to be emptied and trash removed. Tenant agrees to bag trash before depositing it in the authorized trash area. Landlord reserves the right to contract for trash removal and bill Tenant for said service.

b. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant by the janitors or any other employee or person.

11. Tenant shall give Landlord prompt notice of any defects in the water, lawn sprinkler, sewage, gas pipes, exterior electrical lights and fixtures, heating apparatus or any other service equipment affecting the Premises. Any damages caused by lack of notice by Tenant to Landlord will be the responsibility of the Tenant.
12. Tenant shall not permit storage outside the Premises including, without limitation, outside storage of pallets, trucks, trailers and other vehicles or dumping of waste or refuse or permit any harmful materials to be placed in any drainage or sanitary system or trash receptacle in or about the Premises.
13. No auction, public or private, will be permitted on the Premises or the Project. No sidewalk sales allowed.
14. No awnings shall be placed over the windows in the Premises except with the prior written consent of Landlord.
15. The Premises shall not be used for lodging, sleeping or cooking or for any immoral or illegal purposes or for any purpose other than that specified in the Lease.
16. Tenant shall ascertain from Landlord the maximum amount of electrical current that can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Project and the Premises and the needs of other tenants and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.
17. Tenant assumes full responsibility for protecting the leased Premises from graffiti, theft, robbery and pilferage.
18. Tenant shall not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises and shall keep all such machinery free of vibration, noise and air waves which may be transmitted beyond the Premises.
19. No vehicle washing allowed on Property or Premises unless provided by contracted service that does not use Property water. Exterior Property water is for Landlord only and not for the use of the Tenant, unless permission is given to the Tenant by written notice.
20. No auto/vehicle repair work is to be done anywhere on Property, except the interior of Tenant's Premises, if that is Tenant's business activity as stated in the lease. Tenants who repair customer vehicles as part of their business cannot park such vehicles overnight in the parking lot. They must be stored inside the Tenant's Premises.
21. The maximum speed limit for all vehicles on the property is 20 miles per hour or less, depending on conditions. The Tenant is responsible for compliance of all traffic regulations by it and its employees, vendors, clients and customers.

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-15031

SDR-15030 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: 3100 MEADE, LLC - Request for a Site Development Plan Review FOR THE CONVERSION OF TWO EXISTING STORAGE BUILDINGS TO A LIGHT MANUFACTURING FACILITY on 0.80 acres approximately 300 feet north of Meade Avenue and 980 feet west of Rancho Drive (APN 162-08-201-005), R-1 (Single Family Residential) Zone [PROPOSED: C-M (Commercial/Industrial) Zone], Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

6

City Council Meeting

31

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (4-2 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Protest petition with 31 signatures
6. Backup referenced from the 08-24-06 Planning Commission meeting Item 43

Motion made by GARY REESE to Table Item 115 [GPA-14118], Item 116 [ZON-14120], Item 117 [VAR-14122] and Item 118 [SDR-14114]; HOLD IN ABEYANCE Item 119 [ZON-15031], Item 120 [SDR-15030], Item 124 [SUP-13362], Item 131 [RQR-13989], Item 133 [ZON-14344], Item 134 [VAR-15323], Item 135 [SDR-14353] and Item 142 [SDR-15747] to 11/15/2006; Item 129 [RQR-15420], Item 130 [RQR-13791], Item 132 [RQR-15054] and Item 141 [SUP-15347] to 11/01/2006; Item 128 [SUP-15442] and Item 72 [Four Aces Emporium] to 02/07/2007

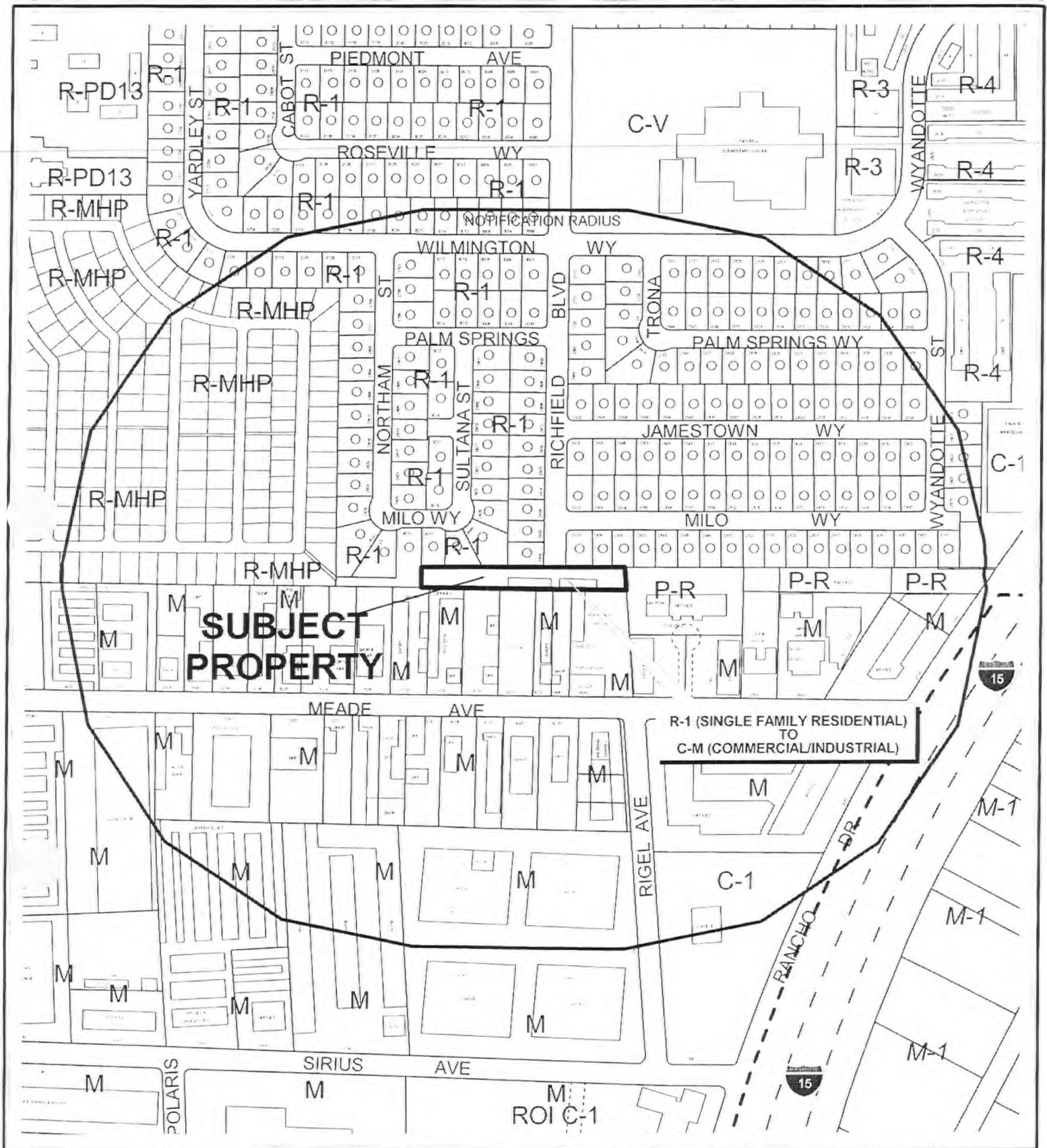
Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

Minutes:

See Item 119 for related backup.



CASE: SDR-15030

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-M (COMMERCIAL/INDUSTRIAL)



AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ABEYANCE - SDR-15030 - APPLICANT/OWNER: 3100 MEADE, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 4, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

Staff recommends DENIAL. The Planning Commission (4-2/sd/se vote) recommends APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-15031) shall be required.
2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 07/11/06, except as amended by conditions herein.
4. No person shall be permitted to reside in the apartment that was part of the mini-warehouse use.
5. A Waiver from perimeter landscape buffer requirements is hereby approved, to allow a landscape buffer width of four feet along the northern boundary of the site where eight feet is the minimum required and to provide no landscape buffer on the other sides of the development.
6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a business license. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall depict a total of 32 trees located on the property, minimum 24-inch box size, and a four-foot landscape buffer along the northern boundary of the site. The landscape buffer shall contain a minimum of 128, five gallon shrubs.

7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.
8. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.
9. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
10. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
11. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
12. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.
13. Hours of operation shall be limited 6 a.m. to 6 p.m., seven days a week.
14. 24-inch Mondale pines shall be planted to match existing 20 feet on center on north property line.
15. The north-facing doors shall remain closed during all business hours.
16. The lower four feet of the eight foot wall shall be solid grout, 12 inch CMU, with a vehicle barrier.
17. A drainage study or other information acceptable to the Flood Control Section of the Department of Public Works shall be approved prior to the issuance of any permits for this site.
18. Provide proof of a joint access agreement between this site and the parcel to the south providing permanent irrevocable access to Mead Avenue.
19. The roll-up doors shall be soundproofed with standard insulation materials.

Public Works

20. The proposed 8-foot CMU wall shall not be constructed adjacent to the Richfield Avenue termination and a crash gate acceptable to the Department of Fire Services shall be installed concurrent with construction of the CMU wall.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Site Development Plan Review for two existing storage buildings and a waiver of perimeter landscape buffer width requirements on 0.80 acres approximately 300 feet north of Meade Avenue and 980 feet west of Rancho Drive.

EXECUTIVE SUMMARY

A Site Development Plan Review is required as the applicant is changing the use on the site. The use is changing from mini-warehouse to light manufacturing. The exterior of the buildings would remain the same. Changes to the landscaping will be required. The business is currently operating as proposed without a business license for such activity. The only active license is for an administrative facility for order taking and processing. This matter has been turned over to Business Licensing and Code Enforcement for appropriate action. Denial of this application is recommended as the use is deemed too intense for this location given the adjacent use is single-family residential. Conditions of approval have been added regarding landscaping deficiencies and the residential unit that was part of the mini-warehouse.

BACKGROUND INFORMATION

A) *Related Actions*

- | | |
|----------|---|
| 01/26/89 | A Variance (V-149-88) was approved to allow a proposed building 13 feet from the rear property line where a 50-foot setback is the minimum required. An Extension of Time was approved on this Variance on 03/22/90. This Extension of Time expired on 01/26/91. |
| 04/19/89 | The City Council approved a Variance (V-16-89) to allow a mini-storage warehouse to be permitted over a drainage easement. An Extension of Time was granted for this Variance on 06/20/90 and again on 07/17/91. On 06/17/92 a third Extension of Time was approved while a Review of Condition to remove the landscaping on the site was denied. |
| 08/24/06 | The Planning Commission recommended approval of companion items ZON-15031 concurrently with this application. |
| 08/24/06 | The Planning Commission voted 4-2/sd/se to recommend APPROVAL (PC Agenda Item #43/ng). |

The site is currently being used for the light manufacturing use that the applicant is proposing. The applicant does not have a business license for this activity. The only active business license for this company, Champion Vinyl Products, is for an administrative facility for order taking and processing. A field check yielded that assembly and other similar type activities are in operation on the site. This matter has been turned over to Business Licensing and Code Enforcement for appropriate action.

B) *Pre-Application Meeting*

06/13/06 A pre-application meeting was held and elements of this submittal were discussed.

C) *Neighborhood Meetings*

A neighborhood meeting is not required for a Site Development Plan Review, nor was one held.

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Net Acres: 0.80

B) *Existing Land Use*

Subject Property: Mini-warehouse
North: Single Family Residential
South: Offices
Storage
Shops
East: Church
West: Single Family Residential

C) *Planned Land Use*

Subject Property: LI/R (Light Industry/Research)
North: L (Low Density Residential)
South: LI/R (Light Industry/Research)
East: C (Commercial)
West: L (Low Density Residential)

D) *Existing Zoning*

Subject Property: R-1 (Single Family Residential) [Proposed C-M
(Commercial/Industrial)]
North: R-1 (Single Family Residential)
South: M (Industrial)
East: P-R (Professional Office and Parking)
West: R-1 (Single Family Residential)

E) General Plan Compliance

The subject property is designated as LI/R (Light Industry/Research) under the Southeast Sector Plan of the General Plan. The Light Industry/Research category permits low intensity industrial uses such as the proposed assembly of signs. The proposed use is in compliance with the General Plan; however, the proposed use is considered inappropriate for this location due to its proximity to single family residential development.

PROJECT DESCRIPTION

The applicant seeks to change the use of the subject property from mini-warehouse to light manufacturing. The exterior of the buildings would remain the same. Changes to the landscaping will be required. The use, which is actually currently operating on the site without the proper licenses, assembles plastic gazeboes and fences. The hours of operation are from 6 am to 6 pm.

ANALYSIS

A) Zoning Code Compliance

A1) Development Standards

Pursuant to Title 19.08, the following Development Standards apply to the subject proposal:

Standards	Required C-M	Provided	Compliance
Min. Lot Width	100 Feet	57 Feet	N
Min. Setbacks			
• Front	10 Feet	Zero Feet	N
• Side	10 Feet	43 Feet	Y
• Corner	10 Feet	N/A	N/A
• Rear	20 Feet	30 Feet	Y

The subject property is deficient from front yard setback requirements. As this is an existing building and no modifications are proposed to the exterior of the structures no action is necessary at this time. If modifications are made in the future a Variance may be required.

A2) Residential Adjacency Standards

As no changes are proposed to the exterior of the buildings photographs were able to be substituted for architectural elevations. There is a portion of the development that is two stories and is greater than fifteen feet in height. This would not meet residential adjacency requirements. Exact measurements are not available as elevations are not necessary. No action is required at this time as changes are not proposed. Future modifications to the building may result in the need for a Variance.

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
Industrial	9,100 SF	1/1,000 GFA	10	1	25	2

The site exceeds the parking requirements of Title 19.10.

A4) Landscape and Open Space Standards

Pursuant to Title 19.12, the following Landscape Standards apply to the subject proposal:

Standards	Required		Provided
	Ratio	Trees	
Parking Area	1 Tree/6 Spaces	5 Trees	Zero Trees
Buffer:			
• Min. Trees	1 Tree/20 Linear Feet (adjacent to residential)	25 Trees	23 Trees
	1 Tree/30 Linear Feet (adjacent to commercial)	2 Trees*	Zero Trees
Min. Zone Width	8 Feet		Zero Feet**

The applicant is providing less than the required number of trees in the perimeter and parking lot areas of the development. Additionally, the site effectively does not have a landscape buffer. The trees are located in small planters that are surrounded by pavement. There are several mature pine trees along the northern boundary of the site as shown in the photographs supplied by the applicant. A condition of approval shall be added to this application requiring a total of 32 trees located around the perimeter of the property.

* This total is less than typically would be required due to the unique size, shape, and location of this parcel.

** This project requires a Waiver of perimeter landscape buffer requirements. The standard for industrial development is eight feet. Currently, the applicant is not providing a landscape buffer. The trees are individually planted in an area cut out of the pavement. The applicant shall provide a landscape buffer four feet in width along the northern boundary of the site. This area shall include a minimum of 128, five gallon shrubs.

B) General Analysis and Discussion

- **Zoning**

The subject property is currently zoned R-1 (Single-Family Residential). The purpose of the R-1 (Single-Family Residential) District is to provide for the development of single-family detached dwellings in a suburban setting. The R-1 (Single-Family Residential) District is consistent with the policies of the Low Density Residential category of the General Plan.

The applicant has requested a Rezoning to a C-M (Commercial/Industrial) District. The C-M (Commercial/Industrial) District is a general commercial and restricted industrial district designed to provide for a variety of compatible business, warehouse, wholesale, office and limited industrial uses. This district is intended to be located away from areas of low and medium density residential development. The C-M (Commercial/Industrial) District is consistent with the Light Industry/Research category of the General Plan. As the proposed Rezoning (ZON-15031) is in compliance with the General Plan approval of the Rezoning request is recommended.

- **Site Plan**

The overall site plan does not contain changes from what currently exists on the site. The changes to the location are in the use and to the interior of the buildings to accommodate this use. Additional changes to the landscaping on the site are required by staff and are noted in the Landscape Plan section of the report.

- **Waivers**

A Waiver of perimeter landscape buffer with is required. The standard for industrial development is eight feet. Currently, the applicant is not providing a landscape buffer. The trees are individually planted in an area cut out of the pavement. The applicant shall provide a landscape buffer four feet in width along the northern boundary of the site. This area shall include a minimum of 128, five gallon shrubs. Staff is able to support this Waiver with the conditions listed in this report due to the narrow nature of the lot. The changes listed in the conditions are deemed an acceptable compromise to Code requirements.

- Landscape Plan

The location of trees is shown on the site plan and photographs of the existing trees were submitted. A conceptual landscape plan was not submitted as landscaping is existing. A conceptual landscape plan will be required prior to the issuance of a business license showing the requested added trees, landscape buffer, and shrubs.

- Elevation

Photographs of the building were submitted. The building is typical of a mini-storage facility. There is a two-story element where the residence was located. The remaining portion is a single-story with garage doors at uniform intervals. The building is painted white with a grey stripe and garage doors.

- Floor Plan

The floor plan calls for removing a number of the dividers from what was the mini-warehouse and creating larger rooms for manufacturing. The residence floor plan remains typical of a one bedroom apartment. It is noted that due to the change in use that no one shall be permitted to live at this location.

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 development is existing, the change in use is the primary issue. The site is directly adjacent to single-family residential development and the area is currently designated for light industrial use. The proposed use would assemble and fabricate PVC gazeboes and fencing. This includes the use of saws and routers. Additionally, the site would receive and send products. The hours of operation for the manufacturing facility are from 6 am to 6 pm. While this concentrates the activity on the site to daytime hours the new use will create more noise and traffic than the previous use as a mini-warehouse. Additionally, the business is currently operating on this site without the proper licenses. Due to the increase in the intensity of the site combined with the proximity of adjacent single-family residential property denial of this application is recommended.

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 site is out of compliance with Title 19 landscape buffer width requirements and does not provide the required number of trees. A Waiver has been requested for landscape buffer width requirements. Conditions of approval have been added regarding the landscaping deficiencies. Additionally, the site does not meet the required minimum lot width and front yard setback requirements, but as the buildings are existing and no exterior changes are proposed a Variance is not required.

3. **“Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;”**

Site access is a concern as ingress/egress is reliant upon another parcel that is under the same ownership as the subject property. Access is provided from Meade Avenue. There is little area to turn around and delivery trucks would have to drive in and back out onto the adjacent property to leave the site.

4. **“Building and landscape materials are appropriate for the areas and for the City;”**

The site is existing and exterior changes are not proposed. Building and landscape materials are appropriate for the area and the City of Las Vegas.

5. **“Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;”**

Building elevations and design characteristics are not unsightly or obnoxious and are compatible with surrounding development.

6. **“Appropriate measures are taken to secure and protect the public health, safety and general welfare.”**

The noise, additional traffic, and increase of the intensity of the use of the site could be potentially harmful to the general welfare of the residents in the vicinity.

PLANNING COMMISSION ACTION

The Planning Commission added conditions 13 and 19.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

11

ASSEMBLY DISTRICT 10

SENATE DISTRICT 3

NOTICES MAILED 552 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-15030** APN: 162-08-201-005

Name of Property Owner: 3100 Meade LLC

Name of Applicant: Lucretia G. Corral

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

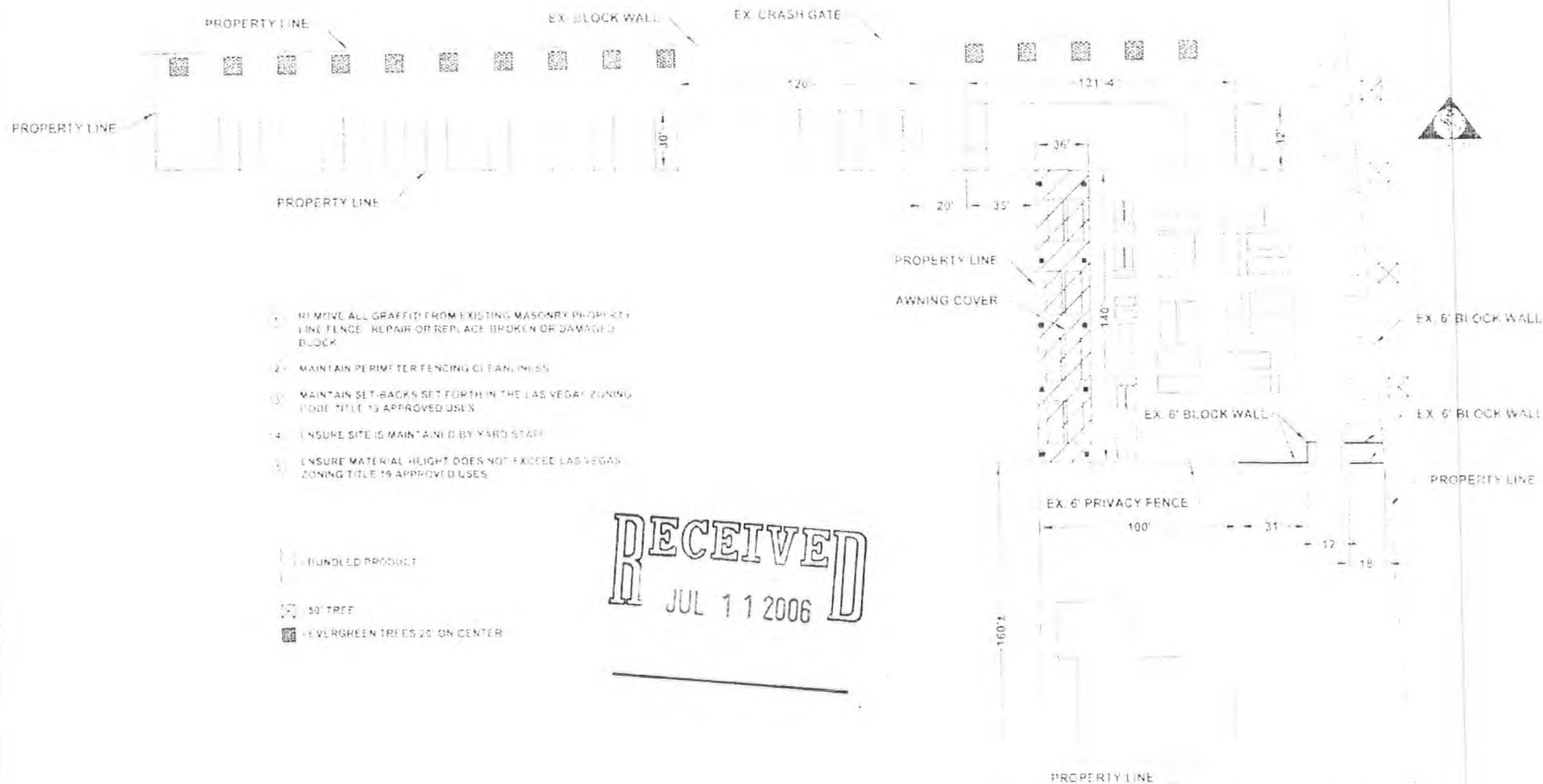
Print Name: Lucretia G. Corral/3100 Meade LLC

Subscribed and sworn before me

This 26 day of June, 2006

Notary Public in and for said County and State





2990 - 3000 MEADE AVE.

CHAMPION DESIGNS

SCALE = N.T.S.

SITE PLAN

PAGE: 1 of 1

SDR-15030
08/24/06 PC

GROUND FLOOR PLAN

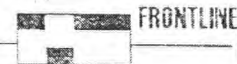
GROUND FLOOR PLANS

2nd FLOOR PLAN

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Champion Vinyl Products

Las Vegas, NV



FRONTLINE



architecture studio

SDR-15030
08/24/06 PC

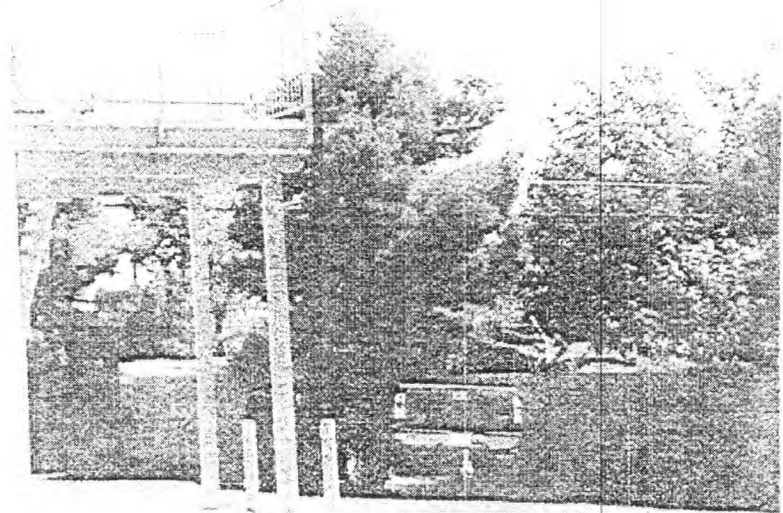
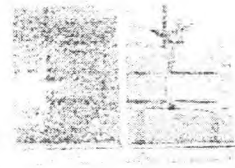
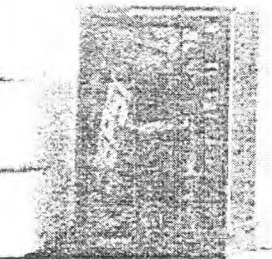
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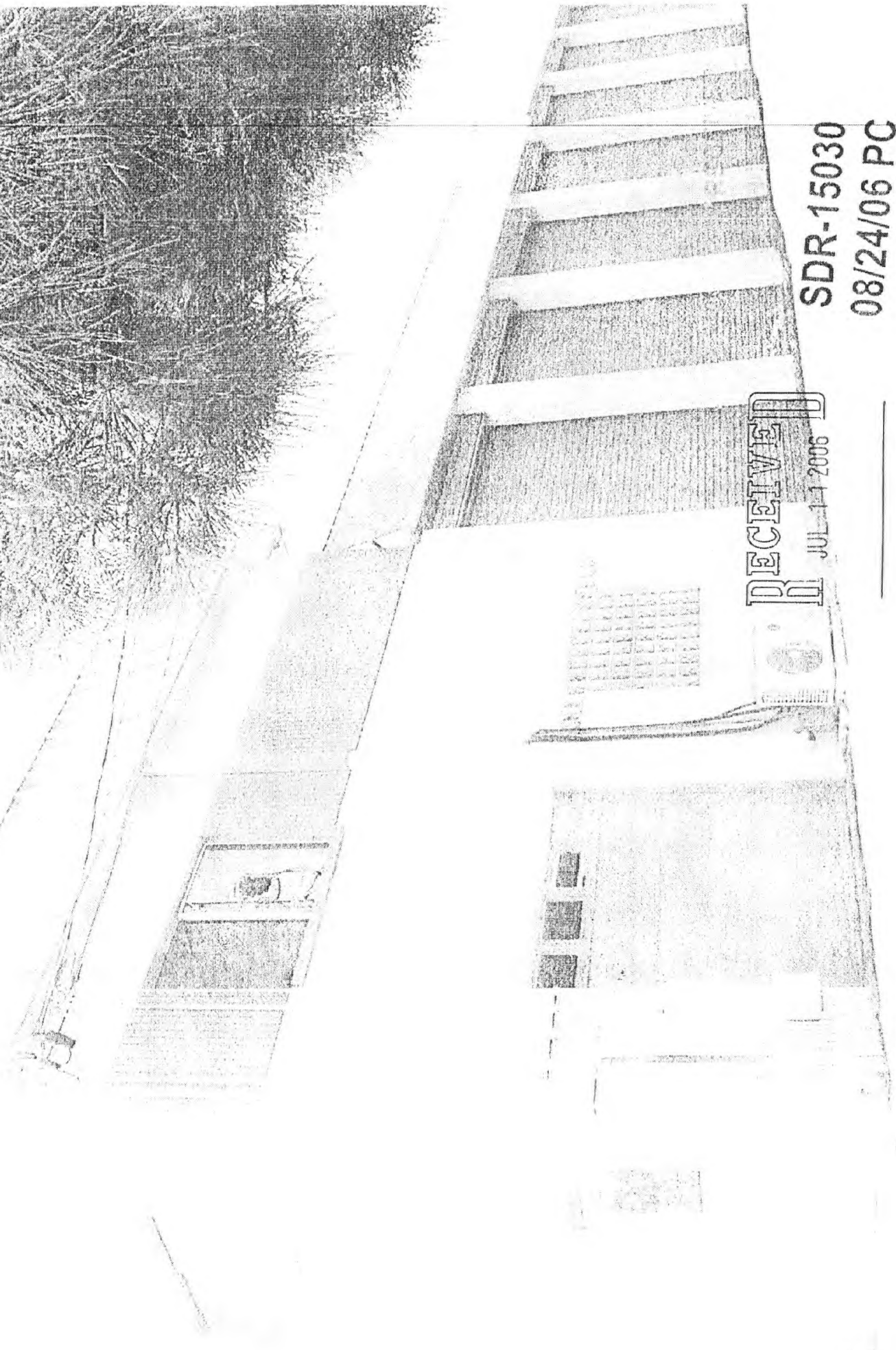


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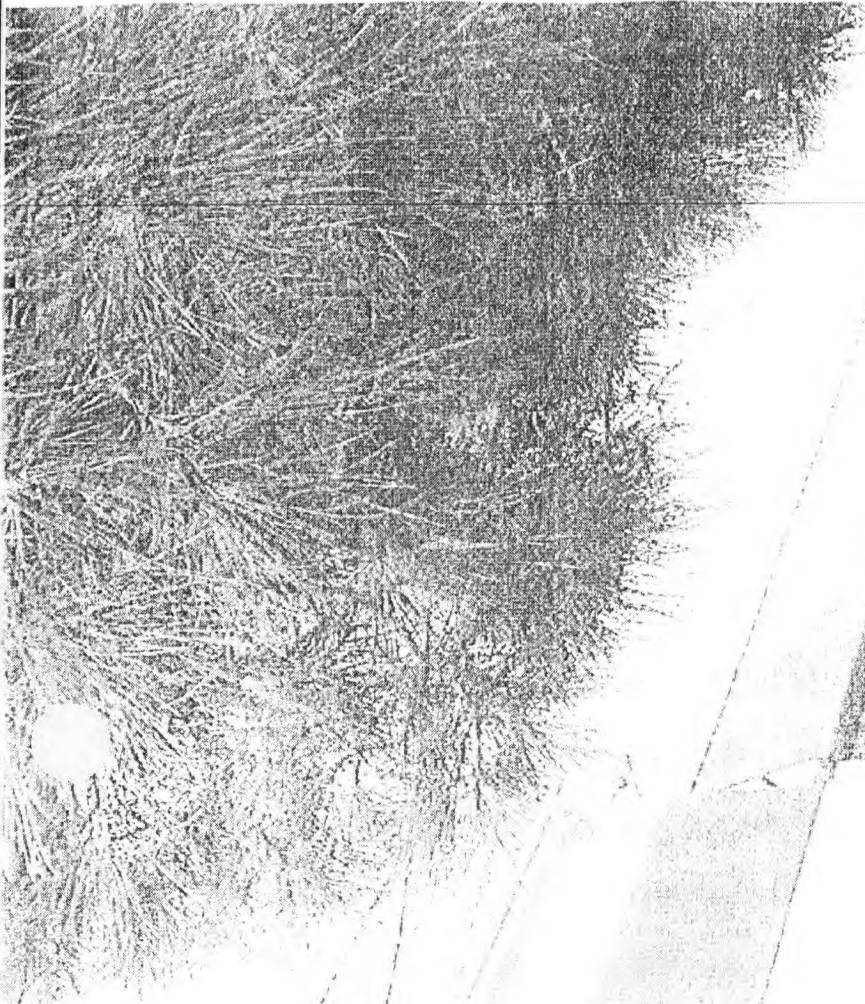
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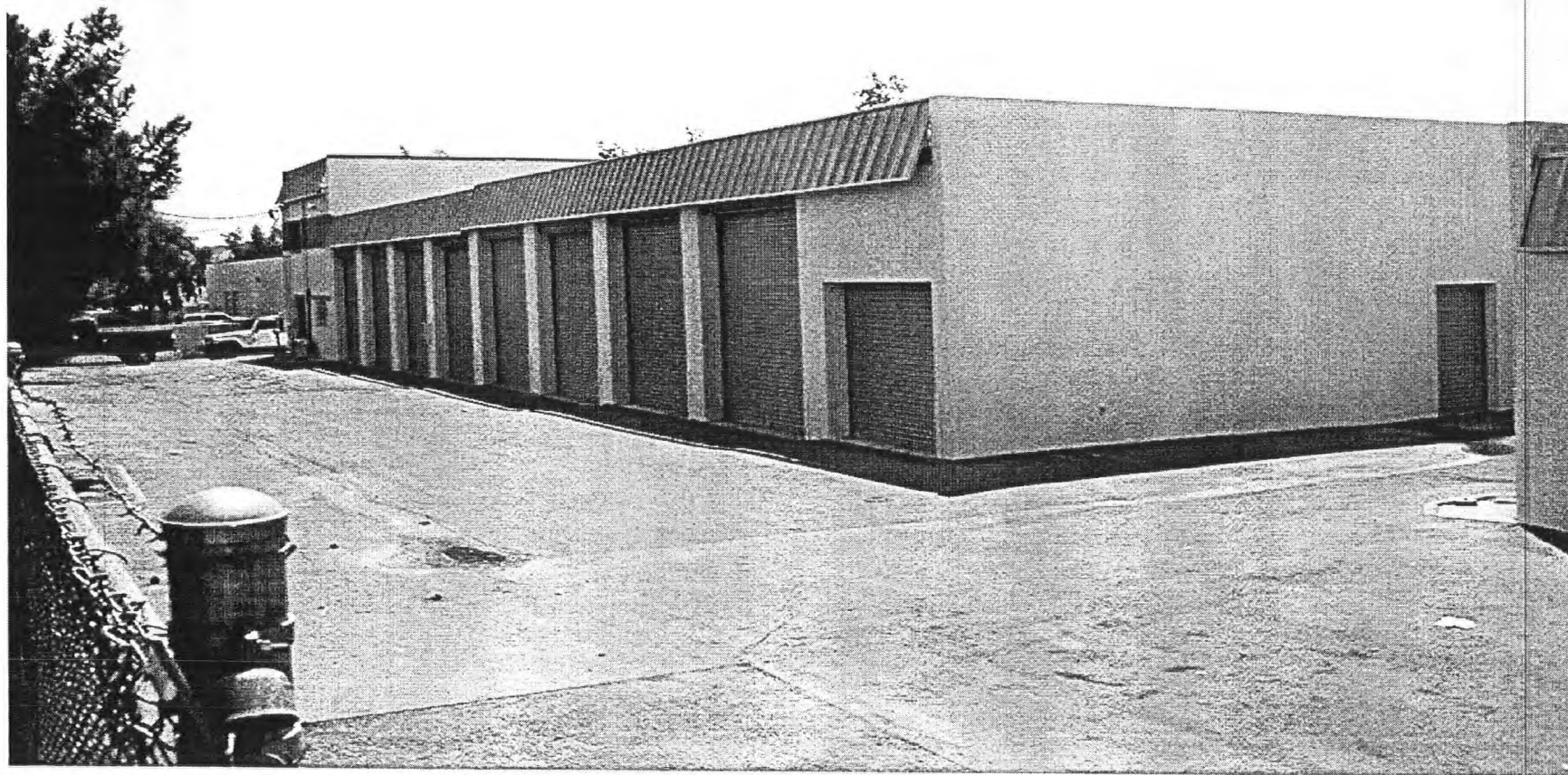
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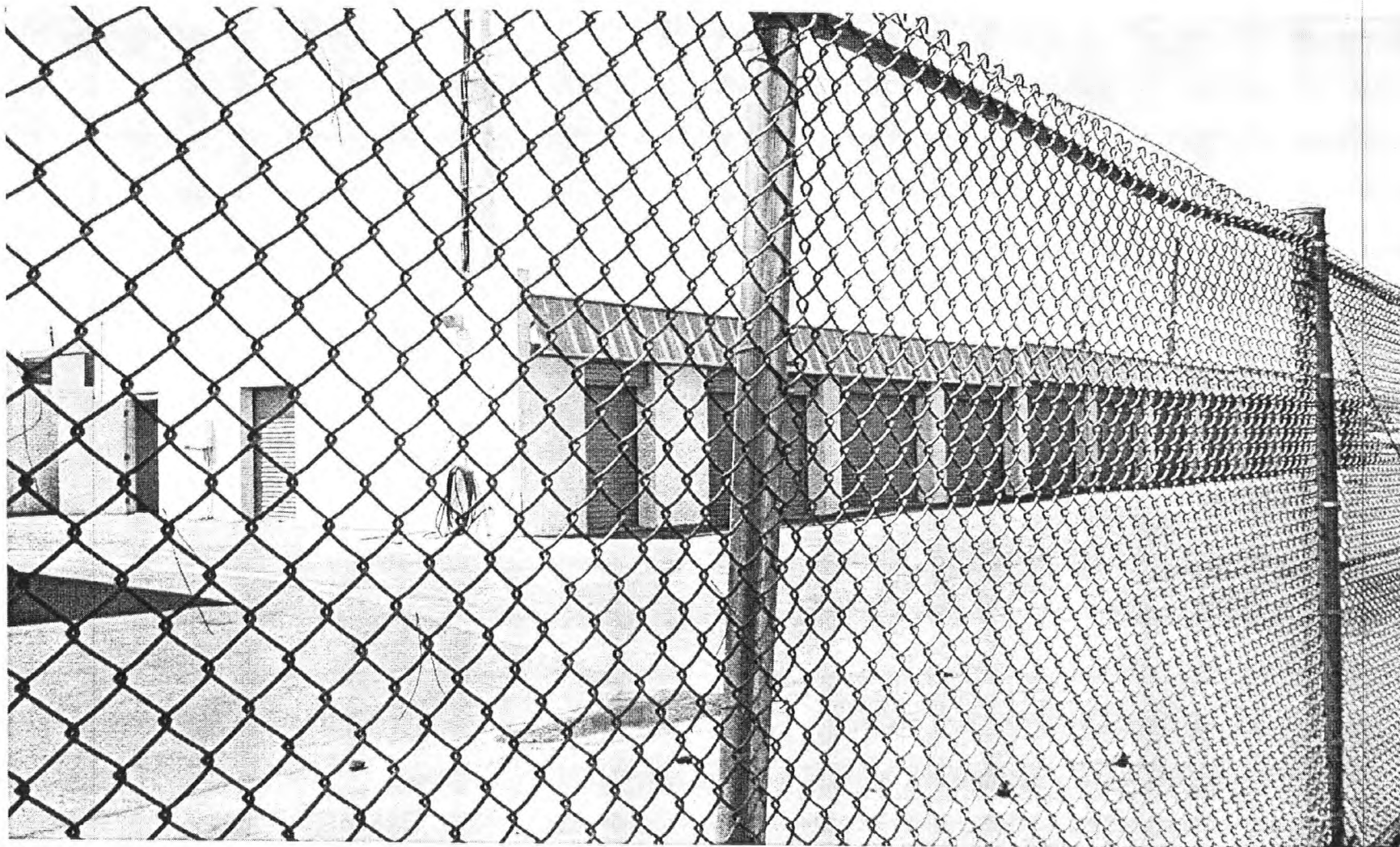
SDR-15030
08/24/06 PC

SDR 15030				
3100 Meade, LLC				
N of Meade, W of Rancho				
Proposed 9.1 thousand square foot storage buildings.				
Traffic produced by proposed development:				
New development	DESCRIPTION	#UNIT	RATE/#UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL LIGHT INDUSTRIAL [1000 SF]	9.1	6.97	63
AM Peak Hour			0.92	8
PM Peak Hour <i>(heaviest 60 minutes)</i>			0.98	9
Existing traffic on all nearby streets: counts not available for Meade				
Valley View Avenue				
Average Daily Traffic (ADT)	39,003			
PM Peak Hour <i>(heaviest 60 minutes)</i>	3120			
Rancho Drive				
Average Daily Traffic (ADT)	6,972			
PM Peak Hour <i>(heaviest 60 minutes)</i>	558			
Traffic Capacity of adjacent streets:				
	Adjacent street ADT			
	Capacity			
Valley View Avenue	34300			
Rancho Drive	16200			
This project will add approximately 63 trips per day on Meade, Rancho and Valley View. This will increase expected volumes by less than one percent on Rancho and Valley View. Rancho is at about 43 percent of capacity and Valley View is over capacity.				
Based on Peak Hour use, this development will add roughly 9 additional cars into the area; which works out to about one every seven minutes.				
Note that this report assumes all traffic from this development uses all named streets.				



ZON-15031 & SDR-15030 - APPLICANT/OWNER: 3100 MEADE, LLC
300 FEET NORTH OF MEADE AVENUE, 980 FEET WEST OF RANCHO DRIVE
AUGUST 24, 2006 PLANNING COMMISSION

07/26/06



ZON-15031 & SDR-15030 - APPLICANT/OWNER: 3100 MEADE, LLC
300 FEET NORTH OF MEADE AVENUE, 980 FEET WEST OF RANCHO DRIVE
AUGUST 24, 2006 PLANNING COMMISSION

07/26/06



ZON-15031 & SDR-15030 - APPLICANT/OWNER: 3100 MEADE, LLC
300 FEET NORTH OF MEADE AVENUE, 980 FEET WEST OF RANCHO DRIVE
AUGUST 24, 2006 PLANNING COMMISSION

07/26/06



ZON-15031 & SDR-15030 - APPLICANT/OWNER: 3100 MEADE, LLC
300 FEET NORTH OF MEADE AVENUE, 980 FEET WEST OF RANCHO DRIVE
AUGUST 24, 2006 PLANNING COMMISSION

07/26/06

KUMMER**KAEMPFER****KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO**

ATTORNEYS AT LAW

ANTHONY J. CELESTE

July 11, 2006

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JUL 11 2006

VIA HAND DELIVERY

City of Las Vegas
Planning & Development Department
231 So. Fourth Street
Las Vegas, NV 89101

Re: *Champion Vinyl*
Justification Letter - Conforming Zone Change & Site Plan Review
APN: 162-08-201-005

To Whom It May Concern:

Please be advised this office represents Champion Vinyl (the Applicant) in the above referenced matter. This application is for a conforming zone change and site plan review on approximately 0.8 acres located near the intersection of Richfield and Mile Way, more specifically known as Assessor's parcel number 162-08-201-005 (the "Site").

Conforming Zone Change:

The Applicant is requesting a conforming zone change from R-1 to CM. This Site is master planned Light Industrial Research. Consequently, the proposed zone change is consistent with what is contemplated in the area. Further, a zone change on this Site from R-1 to CM provides the ideal transition and buffer between residential and manufacturing uses.

Site Plan Review:

This Site Plan Review is for a light manufacturing business. By way of background, the existing buildings on this Site were approved by a variance (V-149-88) in 1988. The building is approximately 24' 6" and this Site meets all parking and landscape requirements.

Thank you for your kind consideration of this matter. If you have any questions or concerns please feel free to contact the undersigned.

Sincerely,

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

Anthony J. Celeste

AJC:dmf

**SDR-15030
08/24/06 PC**

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RICHFIELD RESIDENTS AGAINST CASE # 15030

2006 SEP 18 P 1:32 Residents living on the south end of Richfield Avenue and on Milo Way have been subjected to undue noise from forklifts and Other equipment at very early hours in the morning, disturbing sleep.

A sign at the entrance to Richfield Neighborhood prohibits trucks from using The residential streets: Semi's and large delivery trucks have used the crash gate Entrance to deliver goods and equipment, endangering children living and playing In the neighborhood and at Rex Bell Elementary School.

The proposed plan is NOT in the best interest of the citizens Of the Richfield Neighborhood

Print Name John A. Tobler Address 2900 Richfield Blvd Zip 89102
Signature X John A. Tobler

Name Steven E. Dean Address 2912 Milo Way Zip 89102
Signature X Steven E. Dean

Name LEVI FISO Address 2904 Richfield Blvd Zip 89102
Signature X Levi Fiso

Name Jorge L SOTO Address 2828 Richfield Zip 89102
Signature X Jorge L SOTO

Name Eunice Wilson Address 2824 Richfield Blvd Zip 89102
Signature X Eunice Wilson

Name Melvin Fiso Address 2904 Richfield Blvd Zip 89102
Signature X Melvin Fiso

Name Ana Solano Address 2909 Milo Way Zip 89102
Signature X Ana Solano

Name Angela Perez Address 2905 Milo Way Zip 89102
Signature X Angela Perez

Protest

Submitted after final agenda

Date 9/18/06 Item # 120

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CITY OF RICHFIELD**RICHFIELD RESIDENTS AGAINST CASE # 15030**

2006 SEP 18 Residents living on the south end of Richfield Avenue and on Milo Way have been subjected to undue noise from forklifts and Other equipment at very early hours in the morning, disturbing sleep.

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Of the Richfield Neighborhood

Print Name HANS MAÑAGO Address 2904 MILO WAY Zip 89102

Signature [Signature]

Name Olivia Perez Address 2900 Milo way Zip 89102

Signature Olivia Perez

Name WALDO CAMINO Address 2828 MILO WAY Zip 89102

Signature Waldo Camino

Name Howland Okon Mbang Address 2825 milo way Zip 89102

Signature Howland Okon Mbang

Name CLARENCE HOLMES Address 2020 MILO WAY Zip 89102

Signature [Signature]

Name Alexandra Hernandez Address 2829 Milo way Zip 89102

Signature Alexandra Hernandez

Name Maria Aldaba Address 2829 MILO WAY Zip 89102

Signature Maria Y. Aldaba

Name Greg D. Hansen Address 3034 Roseville way Zip 89102

Signature [Signature]

RECEIVED
CITY CLERK**RICHFIELD RESIDENTS AGAINST CASE # 15030**

2006 SEP 18 P 1:32

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**The proposed plan is NOT in the best interest of the citizens
Of the Richfield Neighborhood**

Print Name Odete T. Tobler Address 2900 Richfield Zip 89102
Signature Odete T. Tobler

Name Derek Stevens Address 2901 Milo Way Zip 89102
Signature Derek Stevens

Name Jose Ortiz Address 2849 Milo Zip 89102
Signature Jose Ortiz

Name Jose Quintanilla Address 2845 Milo way Zip 89102
Signature Jose Quintanilla

Name Patti Hanks Address 2805 Milo Way Zip 89102
Signature Patti Hanks

Name Christin Krasner Address 2805 Milo Zip 89102
Signature Christin Krasner

Name Angela A. Vallejos Address 2816 Milo Zip 89102
Signature Angela A. Vallejos

Name Brenda Vallejos Address 2810 Milo Zip 89102
Signature Brenda Vallejos

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RICHFIELD RESIDENTS AGAINST CASE # 15030

2006 SEP 18

P. 1-22

Residents living on the south end of Richfield Avenue and on Milo Way have been subjected to undue noise from forklifts and Other equipment at very early hours in the morning, disturbing sleep.

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Print Name DONALD SHEELY Address 2840 MILO WAY Zip 89102

Signature Donald Sheely

Name FRANCES SHEELY Address 2840 MILO WAY Zip 89102

Signature Frances Sheely

Name Clayton Kelly Address 2913 MILO Zip 89102

Signature _____

Name _____ Address _____ Zip _____

Signature _____

Name _____ Address _____ Zip _____

Signature _____

Name _____ Address _____ Zip _____

Signature _____

Name _____ Address _____ Zip _____

Signature _____

Name _____ Address _____ Zip _____

Signature _____

RICHFIELD RESIDENTS AGAINST CASE # 15030
CITY CLERK

2006 SEP 18 Residents living on the south end of Richfield Avenue and on Milo Way have been subjected to undue noise from forklifts and Other equipment at very early hours in the morning, disturbing sleep.

A sign at the entrance to Richfield Neighborhood prohibits trucks from using The residential streets: Semi's and large delivery trucks have used the crash gate Entrance to deliver goods and equipment, endangering children living and playing In the neighborhood and at Rex Bell Elementary School.

**The proposed plan is NOT in the best interest of the citizens
Of the Richfield Neighborhood**

Print Name Jennifer White Address 3017 Milo Way Zip 89102

Signature X Jennifer E White

Name Francis A White Address 3017 MILO WAY Zip 89102

Signature X Francis A White

Name John Maguire Address 3021 Milo Way Zip 89102

Signature X John Maguire

Name Kris E Jorgensen Address 2912 Jamestown Way Zip 89102

Signature X Kris E Jorgensen

Name _____ Address _____ Zip _____

Signature X

Name _____ Address _____ Zip _____

Signature X

Name _____ Address _____ Zip _____

Signature X

Name _____ Address _____ Zip _____

Signature X

**NOTE: THE FOLLOWING DOCUMENTATION
WAS SUBMITTED FOR THE RECORD BEFORE
OR AT THE PLANNING COMMISSION HEARING
ON THIS ITEM WHICH IS NOW APPEARING
BEFORE THE CITY COUNCIL**

LEASE AGREEMENT

(Modified Gross)

THIS LEASE AGREEMENT ("Lease") is made between Harsch Investment Properties - Nevada, LLC, an Oregon limited liability company ("Landlord"), and Champion Designs LLC, d/b/a Champion Vinyl Products, a Nevada corporation ("Tenant") as of June 14, 2006 (the "date of this Lease").

BASIC LEASE INFORMATION

DESCRIPTION OF PREMISES: 4080 West Desert Inn, Suite W-103 (the "Premises" as shown on Exhibit A), consisting of approximately 2,350 square feet within Building W (the "Building") of Landlord's property known as Location One Commerce Center (the "Project").

PERMITTED USE: FABRICATION AND SALES OF VINYL PRODUCTS FOR NO OTHER PURPOSE.

INITIAL LEASE TERM: 6 MONTHS AND 15 DAYS.

EARLY OCCUPANCY DATE: _____

SCHEDULED COMMENCEMENT DATE: June 16, 2006.

SCHEDULED EXPIRATION DATE: December 31, 2006.

BASE RENT, OPERATING EXPENSES AND SECURITY DEPOSIT

(a) Base Rent due pursuant to Paragraph 3:
June 16, 2006 through June 30, 2006 \$ 1,586.50 per month
July 1, 2006 through December 31, 2006 \$ 3,173.00 per month

(b) Security Deposit pursuant to Paragraph 5:
\$3,173.00

(c) Monthly HVAC Service Charge pursuant to Paragraph 7.5:
June 16, 2006 through June 30, 2006 \$30.00
July 1, 2006 through December 31, 2006 \$60.00

(d) Monthly Trash Surcharge \$ N/A

NOTICE ADDRESSES: **NOTICE TO LANDLORD:**
Harsch Investment Properties - Nevada, LLC
3111 South Valley View Blvd., Suite K-101
Las Vegas, Nevada 89102
Attn: Property Manager
Fax: (702) 368-2930

NOTICE TO TENANT:
Champion Vinyl Products
3000 Meade Ave.
Las Vegas NV 89102
Attn: Jason Randall
Fax: 702-643-9494

BILLING AND PAYMENT ADDRESSES: **LOCKBOX REMITTANCE TO LANDLORD:**
Location #1 Commerce Ctr
Unit No. 32
P.O. Box 5000
Portland, Oregon 97208-5000

BILLING TO TENANT:
Champion Vinyl Products
3000 Mead Ave
Las Vegas NV 89102
Attn: Jason Randall

TENANT'S TAXPAYER ID #: 88-0457989

GUARANTOR: None

TENANT CONTACT: Name: Jason Randall Telephone: 702-643-7766 Fax: 702-643-9494

IN WITNESS WHEREOF, the parties hereto have executed this Lease, consisting of the foregoing Basic Lease Information, the following Paragraphs 1 through 23 (the "Standard Lease Provisions") and Exhibits A (Premises/Project), B (Insurance), C (Signage Criteria), D (Intentionally Omitted), E (Rules & Regulations) F (Intentionally Omitted) and G (Intentionally Omitted) all of which are incorporated herein by this reference (collectively, this "Lease"). In the event of any conflict between the provisions of the Basic Lease Information and the provisions of the Standard Lease Provisions, the Standard Lease Provisions shall control.

Landlord
Harsch Investment Properties - Nevada, LLC
an Oregon limited liability company

By: [Signature]
Name: Keitha Williams
As: Regional Sales Director

Tenant
Champion Designs LLC, d/b/a Champion Vinyl Products

By: [Signature]
Theresa C. Corral, President
By: [Signature]
Jason A. Randall, Director Of Operations

STANDARD LEASE PROVISIONS
(Modified Gross)

1. **Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, subject to the following terms and conditions, the Premises located in the Project and described in the Basic Lease Information and shown on the attached **Exhibit A**. Landlord reserves the right to make such changes, additions and/or deletions to the Project and/or the common areas and parking or other facilities thereof as it shall determine from time to time.

2. **Term.** (a) Unless delayed or sooner terminated in accordance herewith, the term of this Lease (the "Term") shall be as set forth in the Basic Lease Information. If the Term Commencement Date (defined below) is not the first day of a calendar month, there shall be added to the Term the partial month ("Partial Lease Month") from the Term Commencement Date through the last day of that calendar month containing the Term Commencement Date.

(b) The Term shall commence as specified in the Basic Lease Information on the Scheduled Term Commencement Date unless the Landlord has not delivered the Premises to Tenant by that date. In the latter event, the Term Commencement Date shall be the earlier of the date Landlord delivers the Premises to Tenant or the date Tenant takes possession or commences use of any portion of the Premises for any business purpose (including moving in). If this Lease contemplates the construction of tenant improvements in the Premises by Landlord, Landlord shall be deemed to have delivered the Premises to Tenant on the date determined by Landlord's space planner to be the date of substantial completion of the work to be performed by Landlord (as described in the Tenant Improvement Agreement, if any, attached hereto as **Exhibit D**). Tenant acknowledges that Tenant has inspected and accepts the Premises in their present condition, "AS-IS" (WITH ALL FAULTS), except for tenant improvements (if any) to be constructed by Landlord in the Premises.

(c) This Lease shall be a binding contractual obligation upon execution and delivery hereof by Landlord and Tenant, notwithstanding the later commencement of the Term. If the Term Commencement Date is delayed, this Lease shall not be void or voidable, the Term shall not be extended except as provided in Paragraphs 2(a) & 2(b), and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom; provided that Tenant shall not be liable for any Rent (defined below) for any period prior to the Term Commencement Date.

(d) Upon full execution and delivery of this Lease and receipt by Landlord of satisfactory evidence of Tenant's compliance with the insurance provisions of the Lease, Tenant may be permitted to occupy the Premises prior to the Term Commencement Date to install furniture, fixtures and the like. Early occupancy shall not advance the expiration date of the Lease and no Base Rent shall be payable, but Tenant shall be responsible for any separately metered utility usage and bound by all other provisions of the Lease including, without limitation, Additional Rent (defined below). During any early occupancy or other period in which Landlord and Tenant are simultaneously occupying and/or performing work in the Premises, Landlord's construction supervisor shall be authorized to resolve any conflicts as to scheduling, access or the like.

3. **Rent.** Subject to the provisions of this Paragraph 3, Tenant agrees to pay during the Term as rent for the Premises the sums specified in the Basic Lease Information (as increased from time to time as provided in the Basic Lease Information or as may otherwise be provided in this Lease) (the "Base Rent"). Base Rent shall be payable in consecutive monthly installments, in advance, without prior notice, demand, deduction or offset, commencing on the Term Commencement Date and continuing on the first day of each calendar month thereafter, except that the first full monthly installment of Base Rent shall be payable upon Tenant's execution of this Lease. If the Term Commencement Date is not the first day of a calendar month, then the Base Rent for the Partial Lease Month shall be prorated based on a 30-day month and shall be payable on the first day of the calendar month following the Term Commencement Date. Base Rent, all forms of additional rent payable hereunder by Tenant and all other amounts, fees, payments or charges payable hereunder by Tenant (collectively, "Additional Rent") shall (i) each constitute rent payable hereunder (and shall sometimes collectively be referred to herein as "Rent"), (ii) be payable to Landlord in lawful money of the United States when due without any prior demand therefor, except as may be expressly provided to the contrary herein, (iii) be payable to Landlord at Landlord's Remittance Address set forth in the Basic Lease Information or to such other person or to such other place as Landlord may from time to time designate in writing to Tenant, and (iv) if applicable, be prorated based upon a 30 day month for any partial month.

4. **Delinquent Payment; Handling Charges.** If Tenant is more than ten (10) days late in paying any amount of Rent, Tenant shall pay Landlord a late charge equal to ten percent (10%) of the delinquent amount, or \$100.00, whichever is greater. In addition, any amount due from Tenant to Landlord which is not paid within ten (10) days of the date due shall bear interest at an annual rate (the "Default Rate") equal to fifteen percent (15%).

5. **Security Deposit.** Upon execution of this Lease, Tenant shall pay to Landlord the amount of Security Deposit specified in the Basic Lease Information. If Tenant defaults with respect to any provision of this Lease, Landlord may, but shall not be required to, use, apply or retain all or any part of the Security Deposit. If any portion of the Security Deposit is so used or applied, Tenant shall, within ten (10) days after demand therefor by Landlord, deposit with Landlord cash in an amount sufficient to restore the Security Deposit to the amount required to be maintained by Tenant hereunder. Within a reasonable period following expiration or the sooner termination of this Lease, provided that Tenant has performed all of its obligations hereunder, Landlord shall return to Tenant the remaining portion of the Security Deposit. The Security Deposit may be commingled by Landlord with Landlord's other funds, and no interest shall be paid thereon.

6. Obligations of Landlord and Tenant.

6.1 Landlord's Obligations. Landlord shall be responsible and pay for all real property taxes associated with the Project, insurance for the protection of Landlord, operation of and lighting for the common areas of the Project, and water and sewer services to the Premises and the Project. Landlord shall also provide basic trash disposal services and may impose a surcharge on Tenant for use in excess of the normal level provided. In no case shall the reduction or unavailability of any service or any interference in Tenant's business operations within the Premises render Landlord liable to Tenant for any damages of any nature whatsoever caused thereby, constitute a constructive eviction of Tenant, constitute a breach of any implied warranty by Landlord, or entitle Tenant to any abatement of Tenant's rental obligations hereunder. Landlord reserves the right that shall not be obligated to contract directly for any such services or to change the supplier or provider of any such services from time to time.

6.2 Tenant's Obligations. Tenant shall (to the extent possible) contract for and pay directly when due for all gas, heat, air conditioning, light, power, telephone and data, sprinkler charges, cleaning, waste disposal in excess of that provided by Landlord, and other utilities and services (the "Services") used on or from the Premises, together with any taxes (other than real estate taxes), penalties, surcharges or the like pertaining thereto. If any such Services are not separately billed or metered to Tenant, Tenant shall pay an equitable share, as determined in good faith by Landlord, of all charges jointly billed or metered with other premises in the Project. Tenant shall also be responsible and pay for any personal property, sales, use or income taxes associated with Tenant's use or occupancy of the Premises, insurance required to be carried by Tenant under the Lease, and Tenant's repair and maintenance duties under the Lease.

7. Improvements, Alterations, Repairs and Maintenance, HVAC & Mechanic's Liens

7.1 Improvements; Alterations. No alterations in, or to the improvements contained within the Premises (collectively, "Alterations") are permitted without Landlord's prior written approval. Any Alterations shall be installed at Tenant's expense and only in accordance with detailed plans and specifications, construction methods, and all appropriate permits and licenses. Such work may only be done by professionally qualified and licensed contractors and subcontractors approved by Landlord.

7.2 Repairs and Maintenance. Tenant shall maintain the Premises and the improvements and electrical and plumbing systems, including all interior lighting and ballasts, plate glass windows and doors, all interior floor surfaces, walls and ceilings in a first-class condition. Tenant shall repair or replace, as needed, subject to Landlord's direction, any damage to the Project caused by Tenant, including without limitation, any contractor, employee, agent, invitee or visitor of Tenant (each, a "Tenant Party"). If any such damage occurs outside of the Premises, or if Tenant fails to perform Tenant's obligations under this Paragraph 7.2 or under any other paragraph of this Lease within ten (10) days' after written notice from Landlord (except in the case of an emergency, in which case no notice shall be required), then Landlord may elect to perform such obligations and repair such damage itself at Tenant's expense. Except for and to the extent of damage done by Tenant or a Tenant Party, Landlord shall be responsible and pay for maintenance and repair of the common areas and the foundation, roof, exterior surfaces of the exterior walls, and structural elements of the Premises.

7.3 HVAC. Landlord shall have responsibility for the preventive maintenance, repair and replacement of the heating, ventilation and air conditioning (HVAC) systems serving the Premises. In addition to Base Rent, Tenant shall pay a monthly HVAC Service Charge as set forth in the Basic Lease Information, the amount of which may be increased by Landlord annually, on or about the anniversary date of the Lease, but such increases shall not exceed Five Dollars (\$5.00) per month.

7.4 Mechanic's Liens. Tenant shall not cause, suffer or permit any mechanic's or materialman's lien or claim to be filed or asserted against the Premises or the Project for any work performed, materials furnished, or obligation incurred by or at the request of Tenant or any Tenant Party.

8. Use

8.1 Permitted Use. Tenant shall continuously occupy and use the Premises only for the Permitted Use stated in the Basic Lease Information (the "Permitted Use") and shall not create or permit any nuisance or unreasonable interference with or disturbance of any other tenants of Landlord. Tenant shall at its sole cost and expense strictly comply with all existing or future applicable governmental laws, rules, requirements and regulations, and covenants, easements and restrictions of record governing and relating to the use, occupancy or possession of the Premises, or to Tenant's use of the common areas (collectively "Regulations"). Should any Regulation now or hereafter be imposed on Tenant or Landlord by any governmental body relating to the use or occupancy of the Premises by Tenant or any Tenant Party, then Tenant agrees, at its sole cost and expense, to comply promptly with such Regulations.

8.2 Hazardous Materials. As used in this Lease, the term "Hazardous Material" means any flammable items, hazardous or toxic substances, including any substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitation petroleum-based products, paints, pesticides, asbestos, PCBs and similar compounds, and including any materials subsequently found to have adverse effects on the environment or the health and safety of persons. Tenant shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Property by Tenant or any Tenant Party without the prior written consent of Landlord.

Assignment and Subletting.

9.1 Transfers; Consent. Tenant shall not, without the prior written consent of Landlord, (a) assign, transfer, mortgage, hypothecate, or encumber this Lease or any estate or interest here in, whether directly, indirectly or by operation of law, (b) permit any other entity to become a Tenant hereunder by merger, consolidation, or other reorganization, (c) if Tenant is a corporation, partnership, limited liability company, limited liability partnership, trust, association or other business entity (other than a corporation whose stock is publicly traded), permit, directly or indirectly, the transfer of any ownership interest in Tenant so as to result in (i) a change in the current control of Tenant, (ii) a transfer of twenty-five percent (25%) or more in the aggregate in any twelve (12) month period in the beneficial ownership of such entity or (iii) a transfer of all or substantially all of the assets of Tenant, (d) sublet any portion of the Premises, or (e) grant any license, concession, or other right of occupancy of or with respect to any portion of the Premises, or (f) permit the use of the Premises by any party other than Tenant or a Tenant Party (each of the events listed in this Paragraph 9.1 being referred to herein as a "Transfer"). At least twenty (20) business days prior to the effective date of any proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and all consideration therefor, copies of the proposed documentation, and such information as Landlord may reasonably require. Any Transfer made without Landlord's consent shall be void and shall constitute an Event of Default by Tenant. Tenant shall pay to Landlord \$500 as a review fee for each Transfer request, and reimburse Landlord for its reasonable attorneys' fees and all other costs incurred in connection with considering any request for consent to a proposed Transfer. Landlord's consent to a Transfer shall not release Tenant from its obligations under this Lease for any guarantor of this Lease or its obligations with respect thereto. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers.

9.2 Cancellation and Recapture. Notwithstanding Paragraph 9.1, Landlord may (but shall not be obligated to), within ten (10) business days after receipt of Tenant's written request for Landlord's consent to an assignment or subletting, cancel this Lease as to the portion of the Premises proposed to be sublet or subject to an assignment of this Lease ("Transfer Space") as of the date such proposed Transfer is proposed to be effective and thereafter, Landlord may lease such portion of the Premises to the prospective transferee (or to any other person or entity or not at all) without liability to Tenant.

10 Insurance, Waivers, Subrogation and Indemnity.

10.1 Insurance. Tenant shall maintain throughout the Term each of the insurance policies described on Exhibit B attached hereto and shall otherwise comply with the obligations and requirements provided on Exhibit B.

10.2 Waiver of Subrogation. Landlord and Tenant each waives any claim, loss or cost it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property (a "Loss"), to the extent the same is insured against (or is required to be insured against under the terms hereof) under any "all risk" property damage insurance policy covering the Project, the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, regardless of whether the negligence of the other party caused such Loss.

10.3 Indemnity. Subject to Paragraph 10.2, Tenant shall indemnify, defend and hold harmless Landlord and its affiliates, and each of their respective directors, shareholders, partners, lenders, members, managers, contractors, affiliates and employees (collectively, "Landlord Indemnitees") from and against all claims, losses, liabilities, causes of suit or action, judgments, damages, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from or asserted in connection with the use or occupancy of the Premises by Tenant or any Tenant Party, or any negligence or misconduct of Tenant or of any Tenant Party in or about the Premises or the Project, or Tenant's breach of any of its covenants under this Lease, except in each case to the extent arising from the gross negligence or willful misconduct of Landlord or any Landlord Indemnitee. Except to the extent expressly provided in this Lease, Tenant hereby waives all claims against and releases Landlord and each Landlord Indemnitee for any injury to or death of persons, damage to property, or business loss in any manner related to (i) Tenant's use and occupancy of the Premises, (ii) acts of God, (iii) acts of third parties, or (iv) any matter outside of the reasonable control of Landlord. This Paragraph 10.3 shall survive termination or expiration of this Lease.

11 Subordination; Attornment.

11.1 Subordination. This Lease is subject and subordinate to all present and future ground or master leases of the Project and to the lien of all mortgages or deeds of trust (collectively, "Security Instruments") now or hereafter encumbering the Project, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of any such Security Instruments, unless the holders of any such mortgages or deeds of trust, or the lessors under such ground or master leases (such holders and lessors are sometimes collectively referred to herein as "Holders") require in writing that this Lease be superior thereto. Tenant shall, within fifteen (15) days of request to do so by Landlord, execute, acknowledge and deliver to Landlord such further instruments or assurances as Landlord may deem necessary or appropriate to evidence or confirm the subordination or superiority of this Lease to any such Security Instrument.

11.2 Attornment. Tenant covenants and agrees that in the event that any proceedings are brought for the foreclosure of any mortgage or deed of trust, or if any ground or master lease is terminated, it shall attorn, without any deductions or set-offs whatsoever, to the purchaser upon any such foreclosure sale, or to the lessor of such ground or master lease, as the case may be, if so requested to do so by such purchaser or lessor, and to recognize such purchaser or lessor as "Landlord" under this Lease. In the event that the holder of any such mortgage or deed of trust becomes the "Landlord" under this Lease, such holder shall not be liable for any act or omission of Landlord which occurred prior to such holder's acquisition of title.

12. **Rules and Regulations and Signage** Tenant shall comply, and shall cause each Tenant Party to comply, with the Rules and Regulations of the Project which are attached hereto as Exhibit E and the signage criteria which are attached hereto as Exhibit C, and all such non-discriminatory modifications, additions, deletions and amendments thereto as Landlord shall adopt in good faith from time to time.

13. **Condemnation** If the entire Project or Premises are taken by right of eminent domain or conveyed by Landlord in lieu thereof (a "Taking"), this Lease shall terminate as of the date of the Taking. If any material portion, but less than all of the Premises or the Building become subject to a Taking and such Taking will render the Premises untenable for a period of more than one hundred eighty (180) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If any material portion, but less than all, of the Project, Building or the Premises becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to any Holder of any Security Instrument, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If this Lease is not so terminated, then Base Rent thereafter payable hereunder shall be abated for the duration of the Taking in proportion to that portion of the Premises rendered untenable by such Taking. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the land on which the Project is situated, the Project, and other improvements taken, and Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award).

14. **Fire or Other Casualty**

14.1 **Repair Estimate; Right to Terminate** If all or any portion of the Premises or the Project is damaged by fire or other casualty (a "Casualty"), Landlord shall, within ninety (90) days after Landlord's discovery of such damage, deliver to Tenant its good faith estimate (the "Damage Notice") of the time period following such notice needed to repair the damage caused by such Casualty. Landlord may elect to terminate this Lease in any case where (a) any portion of the Premises or any material portion of the Project are damaged and (b) either (i) Landlord estimates in good faith that the repair and restoration of such damage under Paragraph 14.2 ("Restoration") cannot reasonably be completed (without the payment of overtime) within two hundred (200) days of Landlord's actual discovery of such damage, (ii) the Holder of any Security Instrument requires the application of any insurance proceeds with respect to such Casualty to be applied to the outstanding balance of the obligation secured by such Security Instrument, (iii) the cost of such Restoration is not fully covered by insurance proceeds available to Landlord and/or payments received by Landlord from tenants, or (iv) Tenant shall be entitled to an abatement of rent under this Paragraph 14 for any period of time in excess of thirty-three percent (33%) of the remainder of the Term.

14.2 **Repair Obligation; Abatement of Rent** Subject to Paragraph 14.1, Landlord shall, within a reasonable time after the discovery by Landlord of any damage resulting from a Casualty, begin with reasonable diligence to restore the Premises to substantially the same condition as existed immediately before such Casualty, except for modifications required by Regulations, and modifications to the Project reasonably deemed desirable by Landlord; provided, however, that Landlord shall not be required as part of the Restoration to repair or replace any of the Alterations, Furniture, equipment, fixtures, and other improvements which may have been placed by, or at the request of, Tenant or other occupants in the Premises. Landlord shall have no liability for any inconvenience or annoyance to Tenant or injury to Tenant's business as a result of any Casualty, regardless of the cause thereof. Base Rent shall abate if and to the extent a Casualty damages the Premises and renders them unfit for occupancy, and are not occupied by Tenant.

15. **Parking** Tenant shall have the right to the nonexclusive use of the parking facilities of the Project for the parking of motor vehicles used by Tenant and Tenant Parties only; such rights are not transferable without Landlord's approval. The use of such parking facilities shall be subject to such rules and regulations as may be adopted by Landlord from time to time for the use of such facilities.

16. **Events of Default** Each of the following occurrences shall be an "Event of Default" and shall constitute a material default and breach of this Lease by Tenant: (a) any failure by Tenant to pay Rent or any other amount due and payable hereunder when due; (b) the abandonment or vacation of the Premises by Tenant; (c) any failure by Tenant to obtain insurance and/or deliver insurance certificates required under Paragraph 11; (d) any failure by Tenant to execute and deliver any estoppel certificate or other document described in Paragraphs 12 or 21 requested by Landlord, where such failure continues for five (5) days after delivery of written notice of such failure by Landlord to Tenant; (e) any failure by Tenant to fully perform any other obligation of Tenant under this Lease, where such failure continues for thirty (30) days after delivery of written notice of such failure by Landlord to Tenant; (f) the voluntary or involuntary filing of a petition by or against Tenant or any general partner of Tenant or any guarantor (i) in any bankruptcy or other insolvency proceeding, (ii) seeking any relief under any state or federal debtor relief law, or (iii) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; (g) the default, repudiation or revocation of any guarantor of Tenant's obligations hereunder. Any notice of any failure of Tenant required under this Paragraph 16 shall be in lieu of, and not in addition to, any notice required under applicable law.

17. **Remedies** Upon the occurrence of any Event of Default by Tenant, Landlord shall have, in addition to any other remedies available at law or in equity, the option to pursue any one (1) or more of the following remedies, each and all of which shall be cumulative and nonexclusive, without any notice or demand whatsoever:

(a) Terminate this Lease, and Landlord may recover from Tenant all amounts permitted by law necessary to compensate Landlord for the detriment proximately caused by Tenant's failure to perform its obligations under this Lease (specifically including, without limitation, brokerage commissions and advertising expenses incurred, expenses of remodeling the Premises or any portion thereof for a new tenant, whether for the same or a different use, and any special concessions made to obtain a new tenant);

(b) If Landlord does not elect to terminate this lease on account of any Event of Default by Tenant, Landlord may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all Rent as it becomes due.

(c) Landlord shall at all times have the right to seek any declaratory, injunctive, or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof.

(d) Following the occurrence of two instances of payment of Rent more than ten (10) days late in any twelve (12) month period, the late charge set forth in Paragraph 4 shall apply from the date payment was due and Landlord may require that all remaining monthly installments of Rent payable under this Lease shall be payable by cashier's check or electronic funds transfer two (2) months in advance, and may require that Tenant increase the Security Deposit to an amount equal to two times the current month's Rent at the time of the most recent default. Landlord may cure Tenant's default at the expense of Tenant (A) immediately and without notice in the case (1) of emergency, (2) where such default unreasonably interferes with any other tenant in the Project, or (3) where such default will result in the violation of any Regulation or the cancellation of any insurance policy maintained by Landlord, and (B) in any other case if such default continues for ten (10) days following the receipt by Tenant of notice of such default from Landlord and all costs incurred by Landlord in curing such default(s), including, without limitation, attorneys' fees, shall be reimbursable by Tenant as Rent hereunder upon demand, together with interest thereon, from the date such costs were incurred by Landlord, at the Default Rate.

18. **Surrender of Premises.** No agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord all keys to the Premises, and Tenant shall deliver to Landlord the Premises in the same condition as existed on the date Tenant originally took possession thereof, ordinary wear and tear excepted. In addition, prior to the expiration of the Term or any sooner termination thereof, (a) Tenant shall remove such Alterations as Landlord shall request (even if installed with Landlord's consent) and shall restore the portion of the Premises affected by such Alterations and such removal to its condition existing immediately prior to the making of such Alterations, (b) Tenant shall remove from the Premises all unattached trade fixtures, furniture, equipment and personal property located in the Premises, including, without limitation, phone equipment, wiring, cabling and all garbage, waste and debris, and (c) Tenant shall repair all damage to the Premises or the Project caused by any such removal including, without limitation, full restoration of all holes and rips resulting from any such removal and repainting required thereby. All personal property and fixtures of Tenant not so removed shall, to the extent permitted under applicable Regulations, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items.

19. **Holding Over.** If Tenant holds over after the expiration or earlier termination of the Term hereof, with or without the express or implied consent of Landlord, Tenant shall be only a month-to-month tenant and otherwise upon the terms, covenants and conditions herein specified. Unless Tenant obtains Landlord's express written consent to the holdover, Tenant's Base Rent shall be at a rate equal to one hundred fifty percent (150%) of the monthly installment of Base Rent payable by Tenant immediately prior to such expiration or termination. If Tenant obtains Landlord's express written consent to the holdover, Tenant's Base Rent shall remain the same as it was immediately prior to such expiration or termination.

20. **Substitution or Demolition.**

20.1 **Substitution.** Upon at least sixty (60) days prior written notice, Landlord may relocate Tenant within the Project (or to any other facility owned by Landlord or an affiliate of Landlord within the vicinity of the Project) to substitute space. As used herein, "substitute space" means space containing square footage which is not more than 15 percent greater or lesser than the approximate square footage of the Premises set forth in the Basic Lease Information and which is comparable in utility and condition to the Premises. If Landlord exercises this right to relocate Tenant, Landlord shall reimburse Tenant for (a) Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment and supplies from the Premises to the substitute space; (b) the cost of installing leasehold improvements in the substitute space comparable to those in the Premises; (c) reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's exercise of this relocation right. In the event Tenant is relocated pursuant to this Section 20, Tenant shall surrender the Premises to Landlord in accordance with all terms and conditions of this Lease prior to the termination of the 60-day period and shall promptly upon Landlord's request execute an amendment to this Lease which shall designate the substitute space as the "Premises" subject to this Lease and adjust the Base Rent and Additional Rent to reflect any increase or decrease in the floor area of the substitute space or, if Tenant is relocated outside the Project, to execute a new lease in substantially the same form as the existing Lease with the affiliate of Landlord.

20.2 **Demolition.** Landlord shall have the right to terminate this Lease in the event Landlord elects to demolish 75 percent or more of the total floor area in the building containing the Premises. In such event, Landlord shall give Tenant a notice of termination at least 180 days prior to the effective date of such termination and shall pay Tenant, on the termination date, the cost (less depreciation) of Tenant's fixtures (other than removable trade fixtures) and of leasehold improvements installed in the Premises at Tenant's expense. For the purposes of this provision, depreciation of Tenant's fixtures and leasehold improvements shall be calculated on a straight-line basis over the Term of this Lease (exclusive of any permitted extensions of the Term). Upon payment to Tenant of the amount specified in this paragraph and any prepaid Rent or security deposit, Landlord shall be relieved of all further liability to Tenant hereunder and the Lease shall terminate as of the effective date of such termination except for the rights and obligations accrued as of the date of such termination.

21. **Miscellaneous.**

21.1 **Landlord Transfers and Liability.** Landlord may, without restriction, sell, assign or transfer in any manner all or any portion of the Project, any interest therein or any of Landlord's rights under this Lease and then Landlord shall automatically be released from any further obligations hereunder. The liability of Landlord to Tenant for any default by Landlord under the terms of this Lease or with respect to any obligation or liability related to the Premises or the Project shall be recoverable only from the interest of Landlord in the Project, and neither Landlord nor any affiliate thereof shall have any personal liability with respect thereto and in no case shall Landlord be liable to Tenant for any lost profits, damage to business, or any form of special, indirect or consequential damage on account of any breach of

this Lease. In the event that the holder of a mortgage or deed of trust becomes the "Landlord" under this Lease, such holder shall not be liable for any act or omission of Landlord which occurred prior to such holder's acquisition of title.

21.2 **Estoppel Certificates; Financial Statements** At any time and from time to time during the Term, Tenant shall, without charge, execute, acknowledge and deliver to Landlord within ten (10) days after Landlord's request therefor, an estoppel certificate in recordable form containing such factual certifications and other provisions as are commonly found in the estoppel certificate forms requested by institutional lenders and purchasers.

21.3 **Notices** Notices, consents, etc. desired or required to be given under this Lease shall be effective only if given in writing and sent by (a) registered or certified United States mail, postage prepaid, (b) nationally recognized express mail courier that provides written evidence of delivery, fees prepaid, or (c) facsimile and United States mail, postage prepaid, and addressed as set forth in the Basic Lease Information, or at such other address as may be specified from time to time, in writing, or, if to Tenant, at the Premises. Any such notice, consent, etc. shall be deemed given to it sent by mail, on the day it is officially delivered to or refused by the intended recipient, (ii) if sent by courier, on the date it is officially recorded by such courier, (iii) if delivered by facsimile, on the date the sender obtains written telephonic confirmation that the electronic transmission was received, or (iv) if delivered personally, upon delivery or, if refused by the intended recipient, upon attempted delivery.

21.4 **Payment by Tenant; Non-Waiver** Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such terms. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

21.5 **Certain Rights Reserved by Landlord** Landlord hereby reserves and shall have the following rights with respect to the Premises and the Project: (a) to make inspections, repairs, or improvements, whether structural or otherwise, in and about the Premises or any part thereof; and (b) to enter the Premises at reasonable hours (or at any time in an emergency) to perform repairs, to take any action authorized hereunder, or to show the Premises to prospective purchasers or lenders, or, during the last six (6) months of the Term, prospective tenants.

21.6 **Miscellaneous** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future law, then the remainder of this Lease shall not be affected thereby. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord. The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Tenant and the person or persons signing on behalf of Tenant represent and warrant that Tenant has full right and authority to enter into this Lease, and that all persons signing this Lease on its behalf are authorized to do so. If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All exhibits and attachments attached hereto are incorporated herein by this reference. This Lease shall be governed by and construed in accordance with the laws of the jurisdiction where the Project is located. In any action which Landlord or Tenant brings to enforce its respective rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including without limitation, reasonable attorneys' fees and court costs. Tenant shall not record this Lease or any memorandum hereof. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR WITH RESPECT TO THIS LEASE.** This Lease may be executed in any number of counterparts, each of which shall be deemed an original. Time is of the essence as to the performance of each covenant hereunder in which time of performance is a factor.

22 **No Broker** Landlord and Tenant each warrant that they have dealt with no real estate broker in connection with this transaction with the exception of the brokers, if any, named in Exhibit E. Landlord and Tenant each agree to hold each other harmless from and against any and all damages, costs and expenses resulting from any claim(s) for a brokerage commission or finder's fee that may be asserted against either of them by any broker or finder with whom the other has dealt.

23 **Further provisions, if any, are contained in Exhibit F, attached hereto.**

Submission of this Lease to Tenant does not constitute an option or offer to lease and this Lease is not effective otherwise until execution and delivery by both Landlord and Tenant.

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EXHIBIT B

INSURANCE

Tenant's Insurance. Tenant shall, at Tenant's sole cost and expense, procure and keep in effect from the date of this Lease (or earlier authorized occupancy) and at all times until the end of the Term, the following insurance coverage:

1. **Property Insurance.** Insurance on all personal property and fixtures of Tenant and all improvements made by or for Tenant to the Premises on an "All Risk" or "Special Form" basis, for the full replacement value of such property.
2. **Liability Insurance.** Commercial General Liability insurance written on an ISO CG 00 01 10 93 or equivalent form, on an occurrence basis, with a per occurrence limit of at least \$1,000,000, and a minimum general aggregate limit of at least \$2,000,000, covering bodily injury and property damage liability occurring in or about the Premises or arising out of the use and occupancy of the Premises and/or the Project by Tenant or any Tenant Party. Such insurance shall include contractual liability coverage insuring Tenant's indemnity obligations under this Lease, and shall be endorsed to name Landlord, any Holder of a Security Instrument and any other party specified by Landlord as an additional insured with regard to liability arising out of the ownership, maintenance or use of the Premises.
3. **Worker's Compensation and Employer's Liability Insurance.** (a) Worker's Compensation Insurance as required by any Regulation, and (b) Employer's Liability Insurance in amounts not less than \$1,000,000 each accident for bodily injury by accident and for bodily injury by disease, and for each employee for bodily injury by disease.
4. **Commercial Auto Liability Insurance.** Commercial auto liability insurance with a combined limit of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage for each accident. Such insurance shall cover liability relating to any auto (including owned, hired and non-owned autos).
5. **Alterations Requirements.** In the event Tenant shall desire to perform any Alterations, Tenant shall deliver to Landlord, prior to commencing such Alterations (i) evidence satisfactory to Landlord that Tenant carries "Builder's Risk" insurance covering construction of such Alterations in an amount and form approved by Landlord, (ii) such other insurance as Landlord shall reasonably require, and (iii) a lien and completion bond or other security in form and amount satisfactory to Landlord.
6. **General Insurance Requirements.** All coverages described in this **Exhibit B** shall be endorsed to (i) provide Landlord with thirty (30) days' notice of cancellation or change in terms, and (ii) be primary and non-contributing with Landlord's insurance. The property insurance coverage required of Tenant shall be endorsed to waive all rights of subrogation by the insurance carrier against Landlord or shall otherwise state that the carrier shall be so bound by Tenant's waiver of the carrier's right of subrogation. If at any time during the Term the amount or coverage of insurance which Tenant is required to carry under this **Exhibit B** is, in Landlord's reasonable judgment, materially less than the amount or type of insurance coverage typically carried by owners or tenants of properties located in the general area in which the Premises are located which are similar to and operated for similar purposes as the Premises or if Tenant's use of the Premises should change with or without Landlord's consent, Landlord shall have the right to require Tenant to increase the amount or change the types of insurance coverage required under this **Exhibit B**. All insurance policies required to be carried by Tenant under this Lease shall be written by companies rated AX or better in "Best's Insurance Guide" and authorized to do business in the State of Nevada. Deductible amounts under all insurance policies required to be carried by Tenant under this Lease shall not exceed \$50,000 per occurrence. Tenant shall deliver to Landlord on or before the Term Commencement Date, and thereafter at least thirty (30) days before the expiration dates of the expired policies, certified copies of Tenant's insurance policies, or a certificate evidencing the same issued by the insurer thereunder, and, if Tenant shall fail to procure such insurance, or to deliver such policies or certificates, Landlord may, at Landlord's option and in addition to Landlord's other remedies in the event of a default by Tenant under the Lease, procure the same for the account of Tenant, and the cost thereof (with interest thereon at the Default Rate) shall be paid to Landlord as Additional Rent.

Landlord's Insurance. All insurance maintained by Landlord shall be for the sole benefit of Landlord and under Landlord's sole control.

1. **Property Insurance.** Landlord agrees to maintain property insurance insuring the Building against damage or destruction due to risk including fire, vandalism, and malicious mischief in an amount not less than the replacement cost thereof, in the form and with deductibles and endorsements as selected by Landlord. At its election, Landlord may instead (but shall have no obligation to) obtain "All Risk" coverage, and may also obtain earthquake, pollution, and/or flood insurance in amounts selected by Landlord.
2. **Optional Insurance.** Landlord, at Landlord's option, may also elect (but shall have no obligation to) carry (i) insurance against loss of rent, in an amount equal to the amount of Base Rent and Additional Rent that Landlord could be required to abate to all Project tenants in the event of condemnation or casualty damage for a period of twelve (12) months, and (ii) liability insurance and such other insurance as Landlord may deem prudent or advisable, including, without limitation, liability insurance in such amounts and on such terms as Landlord shall determine. Landlord shall not be obligated to insure, and shall have no responsibility whatsoever for any damage to, any furniture, machinery, goods, inventory or supplies, or other personal property or fixtures which Tenant may keep or maintain in the Premises, or any leasehold improvements, additions or alterations within the Premises.

EXHIBIT C

SIGN CRITERIA

1. Purpose. These Sign Criteria have been established for the purpose of maintaining a consistent overall appearance of the Project and shall be strictly enforced.
2. Signage. As used herein, Signage shall mean any sign, advertising placards, banners, pennants, names, insignias, trademarks, balloons, flags, decals or other decorative or descriptive material installed on the Project.
3. Tenant Responsibility. Tenant, at its sole expense, shall be responsible for any Signage it requires at the Premises including conforming with these Sign Criteria and all applicable laws, obtaining required permits, installing, maintaining and removing such Signage, as well as restoring the Premises to Landlord's satisfaction after such Signage is removed.
4. Approved Contractor. Tenant shall contract with a professionally licensed sign company approved by Landlord for the design, fabrication and installation of Tenant's Signage.
5. Landlord Approval Required. Tenant shall obtain Landlord's written approval prior to the installation or removal of any Signage on the Premises. Prior to Tenant's Signage installation, Tenant shall submit to Landlord for its review and approval, a scaled drawing of Tenant's proposed Signage including colors, construction details, method of attachment, electrical loads and electrical plans. Any sign installed without the prior approval of Landlord will be brought into conformity or removed at Tenant's expense.
6. Permitted Signage. Tenant shall be permitted Identification Signage at Tenant's main entrance displaying Tenant's business name, type of business and/or logo only. Tenant shall also be permitted Information Signage at Tenant's main entrance displaying Tenant's hours of operation and such other information approved by Landlord. Landlord shall designate the specific location of Tenant's Signage.
7. Sign Specifications. All Tenant Signage shall comply with these Sign Criteria and the Sign Specifications attached hereto as Exhibit C-1.
8. Installation. Tenant shall notify Landlord prior to the installation of any Signage. Tenant or its contractor shall repair any damage to any property caused by such installation work.
9. Maintenance. Tenant shall be solely responsible for the proper maintenance of its Signage, including illumination. Landlord may repair or maintain Tenant's Signage, at Tenant's expense, if Tenant has not commenced required maintenance of its signage within ten days after receipt of written notice from Landlord informing Tenant of such required repairs or maintenance.
10. Removal. Tenant shall remove all of its Signage upon the expiration or early termination of the Lease. Tenant shall notify Landlord prior to such removal. Landlord, at Tenant's expense, shall repair any damage to the building required as a result of Tenant's sign removal.
11. Interior Signage. Except as provided herein, no signs visible from the exterior of the Premises shall be permitted in the interior of the Premises without Landlord's consent.
12. Vehicle Signs. Without restricting Tenant's right to park its delivery or other vehicles used in the normal course of business on the Project, no signs may be affixed to any vehicles or trailers parked on the Project that advertise promotions or direct customers to the Premises.
13. Prohibited Signs. Signs consisting of moving, swinging, rotating, flashing, blinking, scintillating, fluctuating or otherwise animated light are prohibited. Off-premise signs or any sign installed for the purpose of advertising a product, event, person, or subject not related to the premises upon which said sign is located are prohibited, without written consent of the Landlord.
14. No Exceptions. Except as provided herein, no Signage shall be affixed, without Landlord's prior approval, anywhere on the Project, including but not limited to on the glass, in the window area or on the exterior walls of the building, landscaping areas, sidewalks or the driveways or parking areas of the Project.
15. Changes. These Sign Criteria are subject to change by Landlord. In the event Landlord changes the Sign Criteria for the Project during the term of this Lease, Landlord may update Tenant's Signage in compliance with the new Sign Criteria provided that any costs associated with such change shall be at Landlord's sole expense.

EXHIBIT C-1 SIGN SPECIFICATIONS

These Sign Specifications for Location One are an attachment to Landlord's Sign Criteria and are incorporated therein.

Identification Signage

1. Tenant's Identification Signage shall only be installed in the area designated by Landlord on the Building.
2. The letter style, wording and logo shall be submitted to Landlord for approval.
3. Tenant shall be responsible for electrical requirements, transformer specifications, conduit locations and other electrical criteria associated with any illuminated sign. There shall be no exposed wiring, conduits or transformers.
4. Tenant's sign panel shall be made of white acrylic material at least 3/16" thick, inserted in the existing metal sign can designated by Landlord. Vinyl letters shall be applied to the acrylic sign panel.

Information Signage

1. Tenant's Information Signage shall only be installed in the area designated by Landlord on the door or storefront of the building at Tenant's main entrance.
2. The letter style and wording shall be submitted to Landlord for approval.
3. Tenant's Information Signage shall consist of vinyl letters not to exceed 2" in height.

* * * * *

Exhibit E Rules and Regulations

Except as otherwise provided in the Multi-Tenant Lease to which this exhibit is attached, the following rules and regulations shall apply:

1. The sidewalk, entries and driveways of the Project shall not be obstructed by Tenant or its agents or used by them for any purpose other than ingress and egress to and from the Premises.
2. Tenant shall not place any objects, including antennas, satellites, outdoor furniture, etc., in the parking areas, landscaped areas or other areas outside of its Premises or on the roof of the Project. No A-frame signs allowed on the Project, the landscaping or the sidewalks.
3. Except for seeing-eye dogs or service animals, no animals, including birds or reptiles, shall be allowed in the offices, halls, corridors or common areas in the Project. Feeding of pigeons is strictly prohibited.
4. Tenant shall not disturb the occupants of the Project or adjoining buildings by the use of any radio or musical instrument or by the making of loud or improper noises including revving and testing of engines, vehicles and car stereo systems.
5. If Tenant desires data or telephone lines or other electric connections or installations in the Premises, Landlord or its agent will direct the electrician as to where and how the wires may be introduced and, without such direction, no boring or cutting of wires will be permitted. Any such installation or connection shall be made at Tenant's expense, with prior written authorization from Landlord.
6. Tenant shall not install or operate any steam or gas engine or boiler or carry on any mechanical business in the Premises except as specifically approved in the Lease. The use of oil, gas or flammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Project. Tenant cannot under any circumstances spray paint objects inside of or outside of leased Premises, unless using a certified paint booth.
7. Parking any type of recreational vehicles is specifically prohibited on or about the Project. No vehicle of any type shall be stored in the parking areas at any time. In the event a vehicle is disabled, improperly or illegally parked, or the vehicle is without a current license plate and tag, it shall be towed within 24 hours at the Tenant's expense. There shall be no "For Sale" or other advertising signs on or about any parked vehicle. All vehicles shall be parked in designated parking areas in conformity with all signs and other markings and cannot take more than one designated parking space. All parking will be open parking; numbering or lettering of individual spaces will not be permitted except as specified by Landlord. The parking lot cannot be used for the testing of vehicles, motorcycles, choppers, ATVs, motor scooters and pocket bikes, etc.
8. Tenant shall maintain the Premises free from rodents, insects and other pests. Interior extermination/spraying are the Tenant's responsibility.
9. Landlord reserves the right to exclude or expel from the Project any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who shall in any manner do any act in violation of the Rules and Regulations of the Project.
10. a. Tenant agrees that all Tenants' trash and rubbish shall be deposited in receptacles and that Tenant shall not cause or permit any trash receptacles to remain outside the building. Tenant cannot use on-site compactor/dumpsters for the disposal of any manufacturing materials and by-products, landscaping refuse, glass panes, etc., or for excessive amounts of any type of refuse. The compactor/dumpsters are for ordinary office refuse only. All boxes and pallets must be crushed or broken down before placing them into the compactor. All movable trash receptacles provided by the trash disposal firm for the Premises must be kept in the trash enclosure areas, if any, provided for that purpose. In the event Landlord provides or designates trash receptacles, Tenant agrees, at its own cost and expense, to cause such receptacles to be emptied and trash removed. Tenant agrees to bag trash before depositing it in the authorized trash area. Landlord reserves the right to contract for trash removal and bill Tenant for said service.

b. Tenant shall not cause any unnecessary labor by reason of Tenant's carelessness or indifference in the preservation of good order and cleanliness. Landlord shall not be responsible to Tenant for any loss of property on the Premises, however occurring, or for any damage done to the effects of Tenant by the janitors or any other employee or person.

11. Tenant shall give Landlord prompt notice of any defects in the water, lawn sprinkler, sewage, gas pipes, exterior electrical lights and fixtures, heating apparatus or any other service equipment affecting the Premises. Any damages caused by lack of notice by Tenant to Landlord will be the responsibility of the Tenant.
12. Tenant shall not permit storage outside the Premises including, without limitation, outside storage of pallets, trucks, trailers and other vehicles or dumping of waste or refuse or permit any harmful materials to be placed in any drainage or sanitary system or trash receptacle in or about the Premises.
13. No auction, public or private, will be permitted on the Premises or the Project. No sidewalk sales allowed.
14. No awnings shall be placed over the windows in the Premises except with the prior written consent of Landlord.
15. The Premises shall not be used for lodging, sleeping or cooking or for any immoral or illegal purposes or for any purpose other than that specified in the Lease.
16. Tenant shall ascertain from Landlord the maximum amount of electrical current that can safely be used in the Premises, taking into account the capacity of the electrical wiring in the Project and the Premises and the needs of other tenants and shall not use more than such safe capacity. Landlord's consent to the installation of electric equipment shall not relieve Tenant from the obligation not to use more electricity than such safe capacity.
17. Tenant assumes full responsibility for protecting the leased Premises from graffiti, theft, robbery and pilferage.
18. Tenant shall not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises and shall keep all such machinery free of vibration, noise and air waves which may be transmitted beyond the Premises.
19. No vehicle washing allowed on Property or Premises unless provided by contracted service that does not use Property water. Exterior Property water is for Landlord only and not for the use of the Tenant, unless permission is given to the Tenant by written notice.
20. No auto/vehicle repair work is to be done anywhere on Property, except the interior of Tenant's Premises, if that is Tenant's business activity as stated in the lease. Tenants who repair customer vehicles as part of their business cannot park such vehicles overnight in the parking lot. They must be stored inside the Tenant's Premises.
21. The maximum speed limit for all vehicles on the property is 20 miles per hour or less, depending on conditions. The Tenant is responsible for compliance of all traffic regulations by it and its employees, vendors, clients and customers.

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:
VARIANCE

VAR-14313 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Variance TO ALLOW A PROPOSED 21,551 SQUARE-FOOT TWO-STORY OFFICE BUILDING TO HAVE A SETBACK OF 53 FEET WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRE 105 FEET on 0.85 acres at 1506 South Jones Boulevard (APN 163-01-201-006), O (Office) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

1

City Council Meeting

1

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Protest letter
6. Backup referenced from the 09-07-06 Planning Commission Meeting Item 36

Motion made by LOIS TARKANIAN to Approve subject to conditions

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

MAYOR GOODMAN declared the Public Hearing open for Item 121 [VAR-14313] and Item 122 [SDR-14311].

PHILLIP REGESKI, 10225 Schuster Street, appeared on behalf of the applicant and agreed to all conditions.

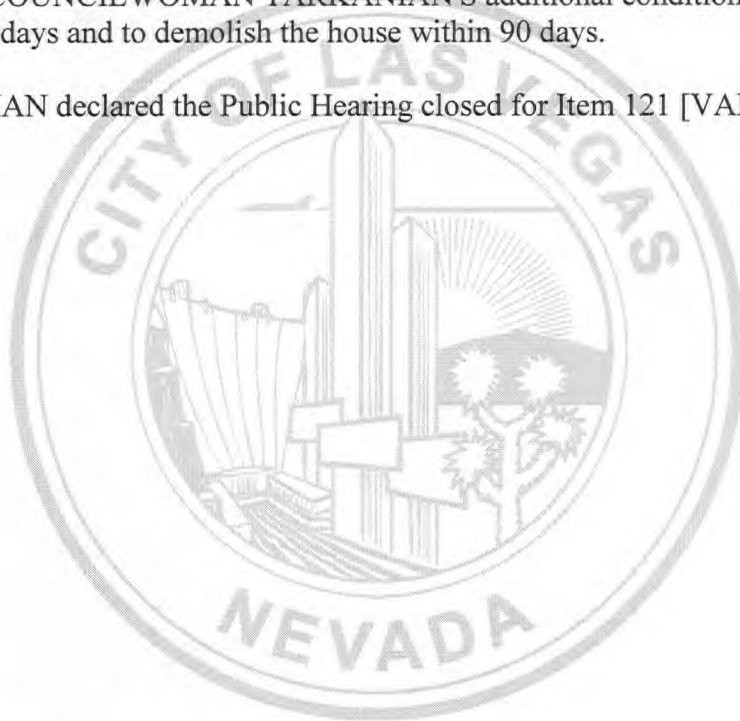
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

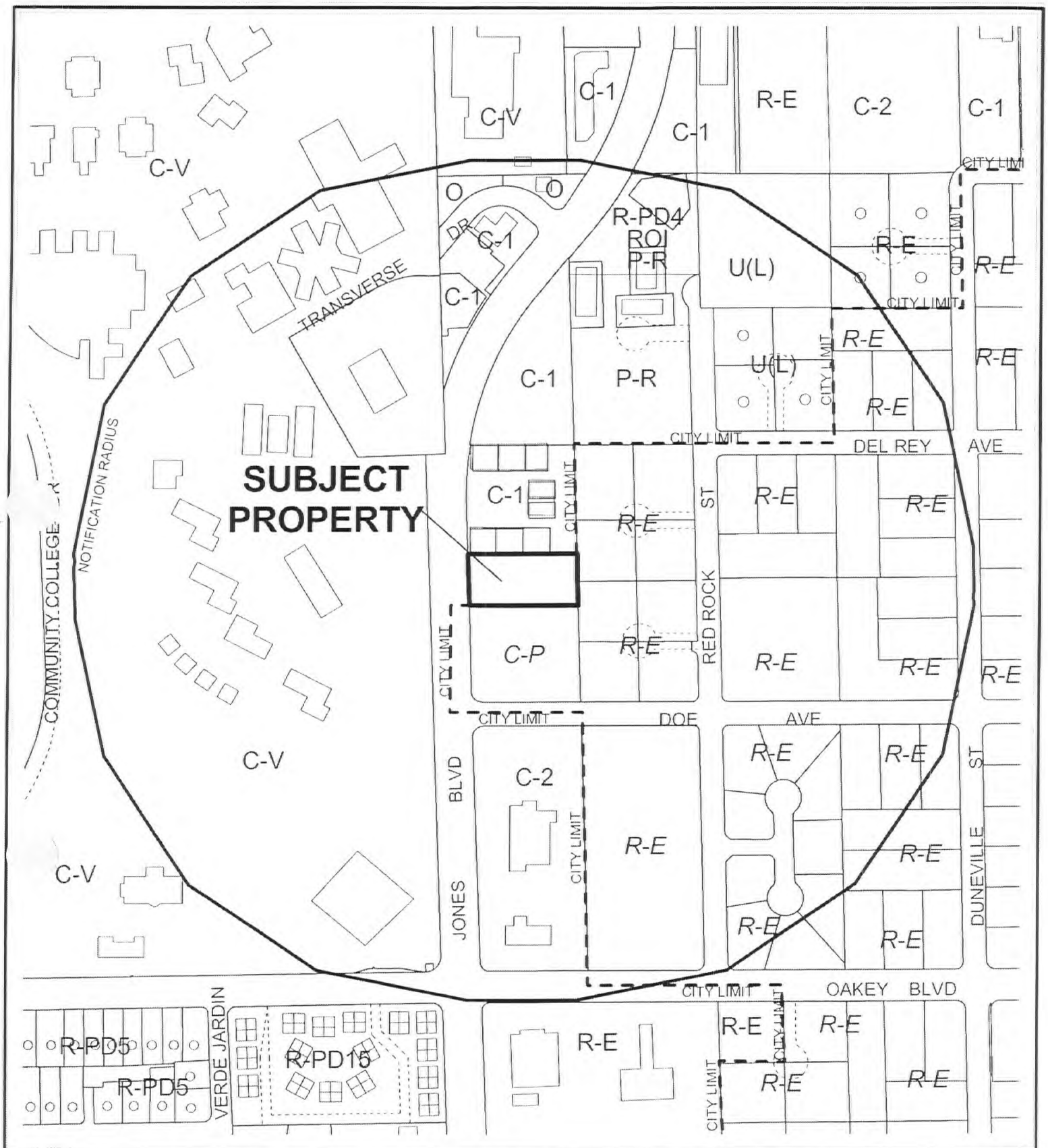
MARGO WHEELER, Director of Planning and Development Department, read additional conditions for Item 122 [SDR-14311] requested by COUNCILWOMAN TARKANIAN which pertained to the height of the eastern wall, the size and placement of trees, a security camera, and design details of the second-story windows.

MR. REGESKI agreed to all conditions but requested permission to alternate 24-inch box trees due to the difficulty in placing 36 inch box trees so closely to the wall. COUNCILWOMAN TARKANIAN and MS. WHEELER accepted MR. REGESKI'S suggestion.

MR. REGESKI agreed with COUNCILWOMAN TARKANIAN'S observation that the property is in terrible condition and agreed to work with owner in bringing the property into compliance. He also agreed to COUNCILWOMAN TARKANIAN'S additional conditions to clear the property within 30 days and to demolish the house within 90 days.

MAYOR GOODMAN declared the Public Hearing closed for Item 121 [VAR-14313] and Item 122 [SDR-14311].





CASE: VAR-14313

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING)



AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ABEYANCE - VAR-14313 - APPLICANT: DENNIS
IWASAKA OWNER: MAX JONES PROFESSIONAL PLAZA

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 4, 2006 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILWOMAN TARKANIAN.

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-14311) and the subsequent Rezoning application shall be required.
2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

**** STAFF REPORT ****

APPLICATION REQUEST

This application is a request for a Variance to allow a proposed 21,551 square-foot two story office building to be 53 feet from the east property line where residential adjacency standards require a setback of 105 feet on 0.85 acres at 1506 South Jones Boulevard.

EXECUTIVE SUMMARY

The site plan with this application indicates a two-story proposed 21,551 square foot office building. The applicant provides a 95 foot residential adjacency setback from the eastern property line where 126 feet is required. The residential properties to the east have a finished floor elevation which is seven feet lower than the proposed project. This is due finished grade of Jones Boulevard. In view of this hardship imposed by the site's physical characteristics, it is concluded that the applicant's hardship is not preferential in nature and approval is recommended.

BACKGROUND INFORMATION

A) Related Actions

- 07/19/06 The City Council approved a Petition to Annex (ANX-12916) property generally located on the east side of Jones Boulevard, between Charleston Boulevard and Doe Avenue.
- 09/07/06 The Planning Commission recommended approval of companion item SDR-14311 concurrently with this application.
- 09/07/06 The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #36/dr).

B) Pre-Application Meeting

- 05/17/06 A pre-application meeting was held and submittal requirements for a Site Development Review and Variance were discussed.

C) Neighborhood Meetings

A neighborhood meeting is not required as part of this application request, nor was one held.

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Net Acres: 0.85

B) *Existing Land Use*

Subject Property: Single Family Residence
 North: Offices
 South: Offices
 East: Single Family Residences
 West: Southern Nevada Desert Development Center

C) *Planned Land Use*

Subject Property: SC (Service Commercial)
 North: SC (Service Commercial)
 South: SC (Service Commercial)
 East: DR (Desert Rural Density Residential)
 West: PF (Public Facilities)

D) *Existing Zoning*

Subject Property: R-E (Residence Estates) | Resolution of Intent to P-R (Professional Offices)|
 North: C-1 (Limited Commercial)
 South: Clark County
 East: Clark County
 West: C-V (Civic)

E) *General Plan Compliance*

The subject property is shown on the Southeast Sector Land Use Plan of the General Plan. The Plan designates the future land use for this property as SC (Service Commercial). The property is zoned P-R (Professional Offices), which is a zoning permitted in the Service Commercial land use designation. There are no specific General Plan policies directly related to this Site Development Plan Review request.

<i>SPECIAL DISTRICTS/ZONES</i>	Yes	No
Special Area Plan		X
Special Overlay District		X
Trails		X
Rural Preservation Overlay District	X	
Development Impact Notification Assessment		X
Project of Regional Significance		X

Rural Preservation Overlay District

The subject property is within the 330' street buffer area. There are no specified development requirements associated with the subject property being part of the Rural Preservation Overlay District.

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 Width	60 Feet	133 Feet	Y
Min. Setbacks			
• Front	20 Feet	66 Feet	Y
• Side	5 Feet	10 Feet	Y
• Rear	15 Feet	53 Feet	Y
Max. Lot Coverage	50%	49%	Y
Max. Building Height	2 Stories / 35 Feet	2 Stories / 35 Feet	Y
Trash Enclosure	50 Feet from residentially zoned property	78 Feet from residentially zoned property	Y

The proposed development meets the Title 19.08 Development Standards.

A2) Residential Adjacency Standards

Pursuant to Title 19.08, the following Residential Adjacency Standards apply to the subject proposal:

- a) Proximity slope. The building does not meet the 3:1 proximity slope. With a building height of 35 feet, the proposed office building must be a minimum of 105 feet from residentially zoned property. The building currently sits 53 feet from R-E zoned properties to the east.

- b) Building setback. The R-E zoned properties on the eastern boundary of the subject site have a rear yard setback of 35 feet. Therefore the proposed office building must be set back a minimum of 35 feet to the residentially zoned property. With a rear yard setback of 53 feet to the residential property line, the proposed office building meets this requirement.

B) General Analysis and Discussion

The site plan with this application indicates a two-story proposed 21,551 square foot office building. The total building elevation is 35 feet in the front of the property, but due to the severe natural slope from the front of the property to the rear of the property, the rear elevation of the building is 42 feet. The residential properties to the east have a finished floor elevation which is seven feet lower than the proposed project. This is due the finished grade of Jones Boulevard. The subject site must meet certain grade requirements in order to drain. According to the building height on the eastern elevation of the building, residential adjacency standards require a building setback of 105 feet. The applicant provides a 53 foot setback from the eastern property line.

FINDINGS

In accordance with the provisions of Title 19.18.070(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.18.070L states:

"Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

Evidence of a unique or extraordinary circumstance has been presented, in that exceptional topographic conditions do exist on the subject site. In view of this hardship imposed by the site's physical characteristics, it is concluded that the applicant's hardship is not preferential in nature, and it is thereby within the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 4

ASSEMBLY DISTRICT 3

SENATE DISTRICT 8

NOTICES MAILED 74 by City Clerk

APPROVALS 0

PROTESTS 1

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

VAR-14313

Case Number: _____ APN: 163-01-201-006

Name of Property Owner: MAX JONES PROFESSIONAL PLAZA

Name of Applicant: LENNIS IORAKA

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes

_____ ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. *Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

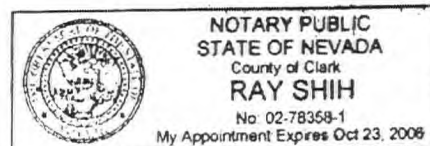
Print Name: _____

Yong Sheng Huang

Subscribed and sworn before me

This 1 day of April, 2006

Notary Public in and for said County and State



SITE DATA	
LOT AREA GROSS TOTAL	43,644 S.F.
HIGHWAY-OF-WAY AREA	6,650 S.F.
EXISTING ZONING	R-E
PROPOSED ZONING	C-P
DESCRIPTION	AREA
PROPOSED OFFICE BUILDING	21,551 S.F. TOTAL
BASMENT PARKING GARAGE	11,732 S.F. TOTAL

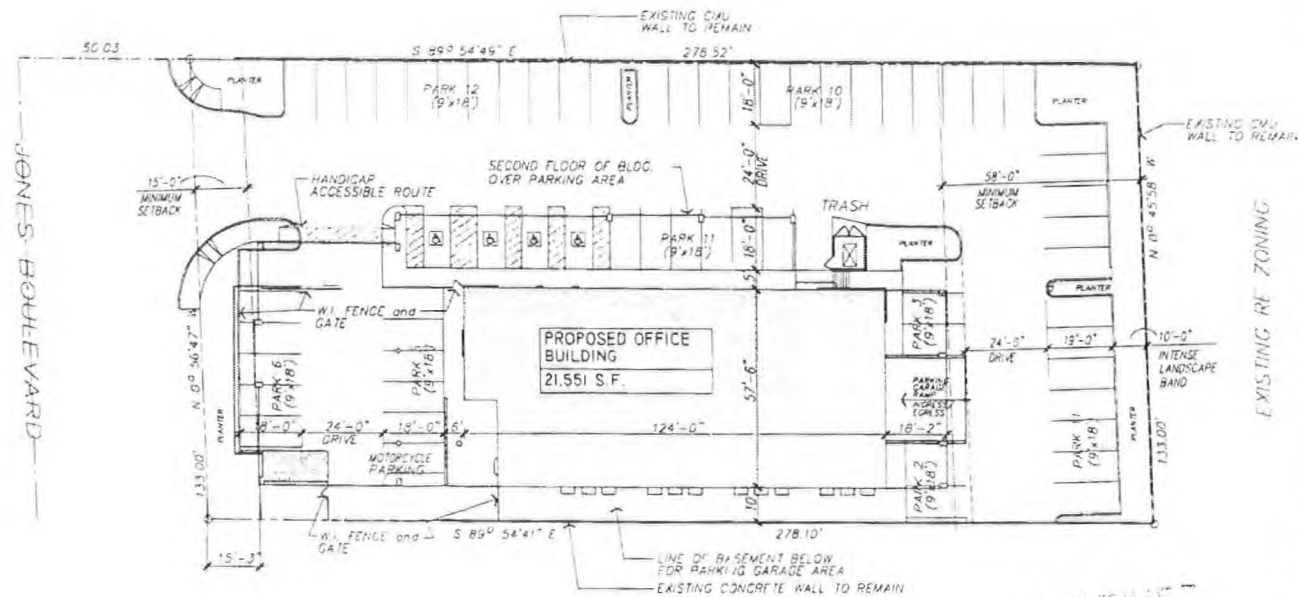
PARKING REQUIRED	
OFFICE	21,551 S.F. @ 4/1000 = 85 SPACES
TOTAL PARKING REQUIRED (4 HANDICAPPED SPACES)	89 SPACES
TOTAL PARKING PROVIDED 80 SPACES ABOVE GROUND (INCLUDES 4 HANDICAPPED SPACES) 30 SPACES BASEMENT GARAGE	90 SPACES

MARK ROSS JOHNSON
ARCHITECT
400 WEST UNIVERSITY AVENUE • LAS VEGAS, NEVADA 89102
TEL. (702) 855-3888 FAX. (702) 855-3888

EXISTING C-1 ZONING



② LOCATION MAP
NOT TO SCALE



EXISTING C-P ZONING

① SITE PLAN
SCALE: 1/16" = 1'-0"

JUN 13 2006

08/24/06 PC VAR-14313
SDR-14311

PROPOSED OFFICE BUILDING
A.P.N. #163-01-201-006
1506 S. JONES BLVD.

FOR MAY REALTY & ASSOC.
LAS VEGAS, NV 89104

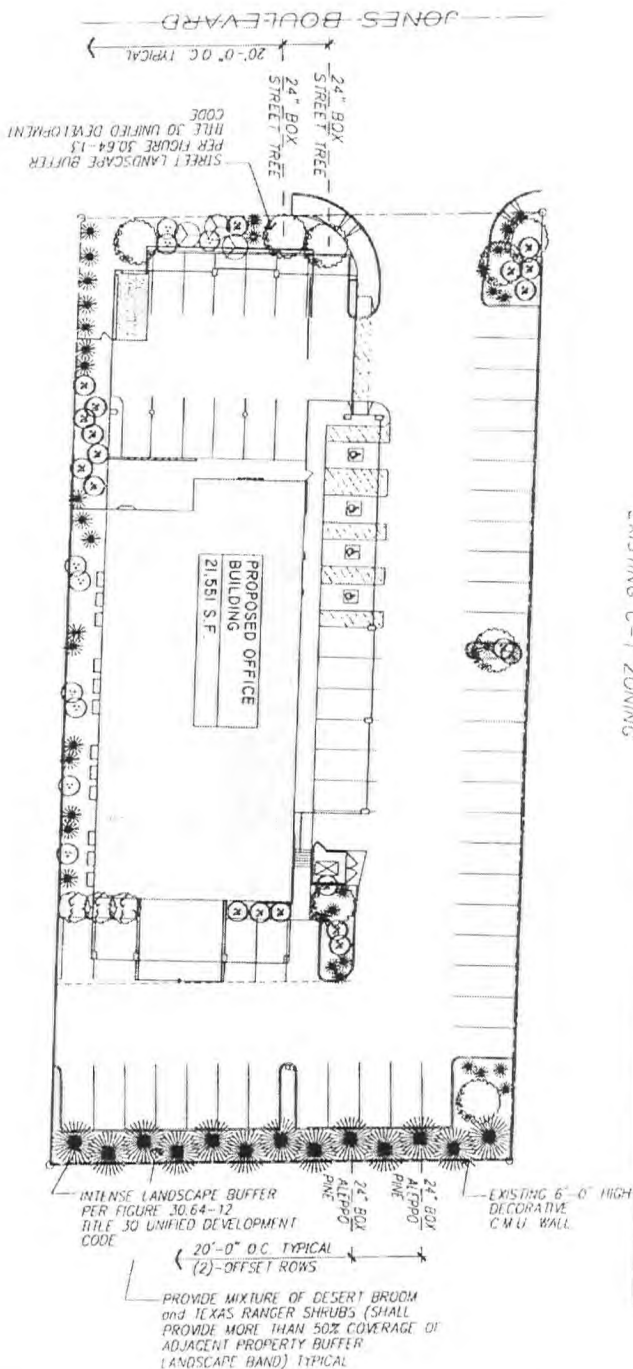
Date: 09-08-05

PROJECT NUMBER
200516

A-1.1

LANDSCAPE LEGEND		NOTES
#	DESCRIPTION	
1	PURPLE LEAF PLUM - 15 GALLON	NOTE: SHRUBS SHALL COVER MORE THAN 50% OF LANDSCAPE AREA ON STREET FRONTAGE.
2	ALBINO PINE - 24" BOX	NOTE: SHRUBS SHALL COVER MORE THAN 50% OF LANDSCAPE AREA @ ADJACENT PROPERTY BUFFER
3	MESQUITE TREE - 24" BOX	INORGANIC GROUND COVER
4	MEXICAN BIRD OF PARADISE - 10 GALLON	GROUND COVER TREES/TWENTY TO BE 3'-6" RIVER ROCK
5	BUTTERFLY BUSH - 5 GALLON	
6	DESERT BROOM - 5 GALLON	
7	TEXAS RANGER - 1 GALLON	

EXISTING C-1 ZONING



1 LANDSCAPE PLAN
SCALE 1/8" = 1'-0"

08/24/06 PC VAR-14313
SDR-14311

JUN 13 2005

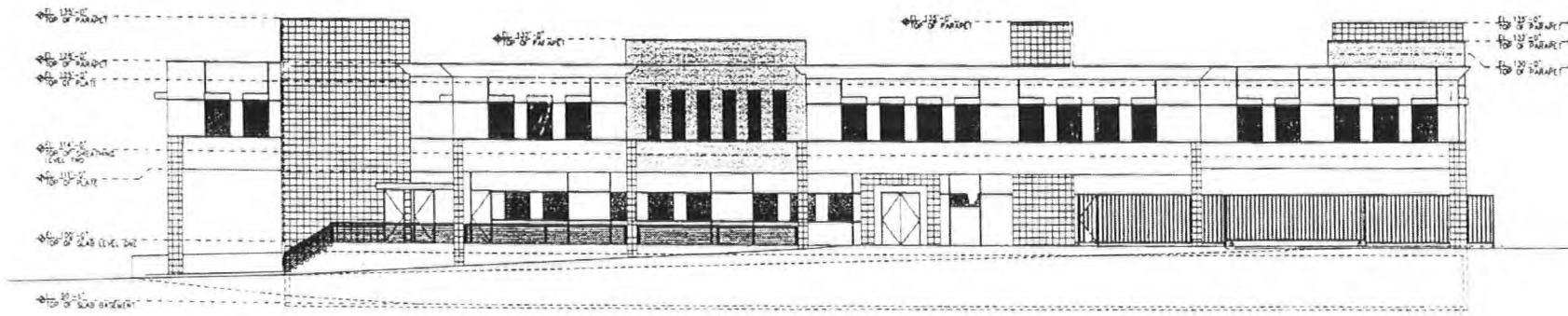
L-1

PROPOSED OFFICE BUILDING
A.P.N. #163-01-201-006
1506 S. JONES BLVD.

FOR: MAX REALTY & ASSOC.
LAS VEGAS, NEVADA

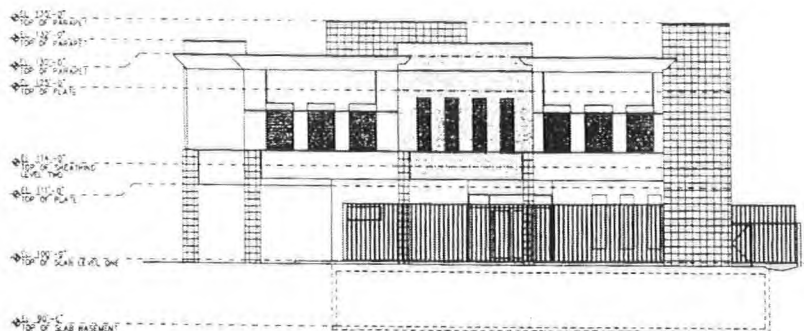
MARK ROSS JOHNSON
ARCHITECT

6700 WEST UNIVERSITY AVENUE • LAS VEGAS, NEVADA 89103
TEL. (702) 848-3508 FAX (702) 848-3513



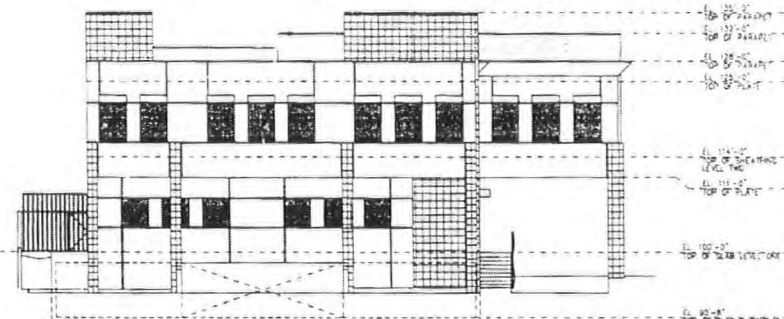
4 NORTH ELEVATION

SCALE 1/8" = 1'-0"



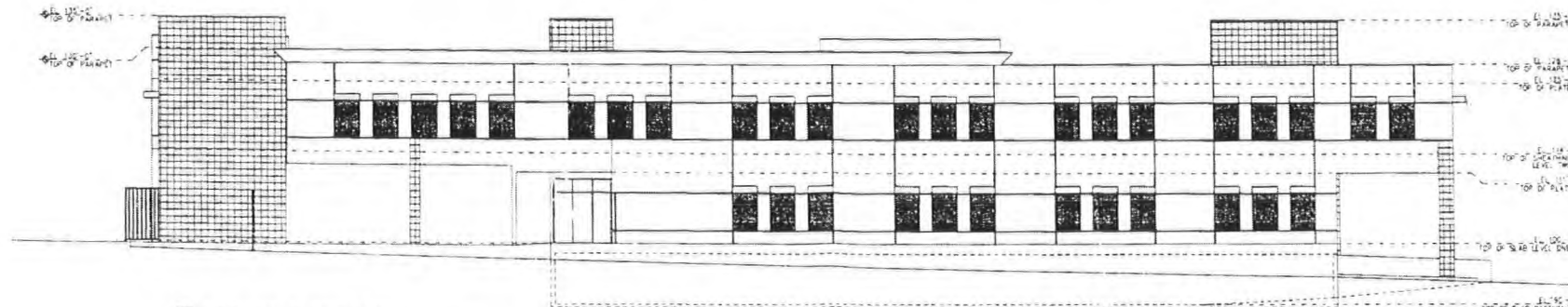
3 WEST ELEVATION

SCALE 1/8" = 1'-0"



2 EAST ELEVATION

SCALE 1/8" = 1'-0"



1 SOUTH ELEVATION

SCALE 1/8" = 1'-0"

MARK ROSS JOHNSON
ARCHITECT
2100 WEST UNIVERSITY AVENUE • LAS VEGAS, NEVADA 89103
TEL: (702) 866-3308 FAX: (702) 866-3315

PROPOSED OFFICE BUILDING
A.P.N. #163-01-201-006
1506 S. JONES BLVD.
FIG. MAX REALTY & ASSOC.
LAS VEGAS, NEVADA

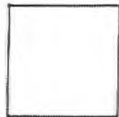
Date 09-8-05

PROJECT NUMBER
200510

A-6.1

08/24/06 PC VAR-14313
SDR-14311

JUN 1 8 2006



MARK ROSS JOHNSON
ARCHITECT
400 WEST UNIVERSITY AVENUE • LAS VEGAS, NEVADA 89103
TEL: (702) 895-2928 FAX: (702) 895-2913

PROPOSED OFFICE BUILDING
A.P.N. #163-01-201-006
1506 S. JONES BLVD.
FOR: MAX REALTY & ASSOC.
LAS VEGAS, NEVADA
DATE: 08-2-05

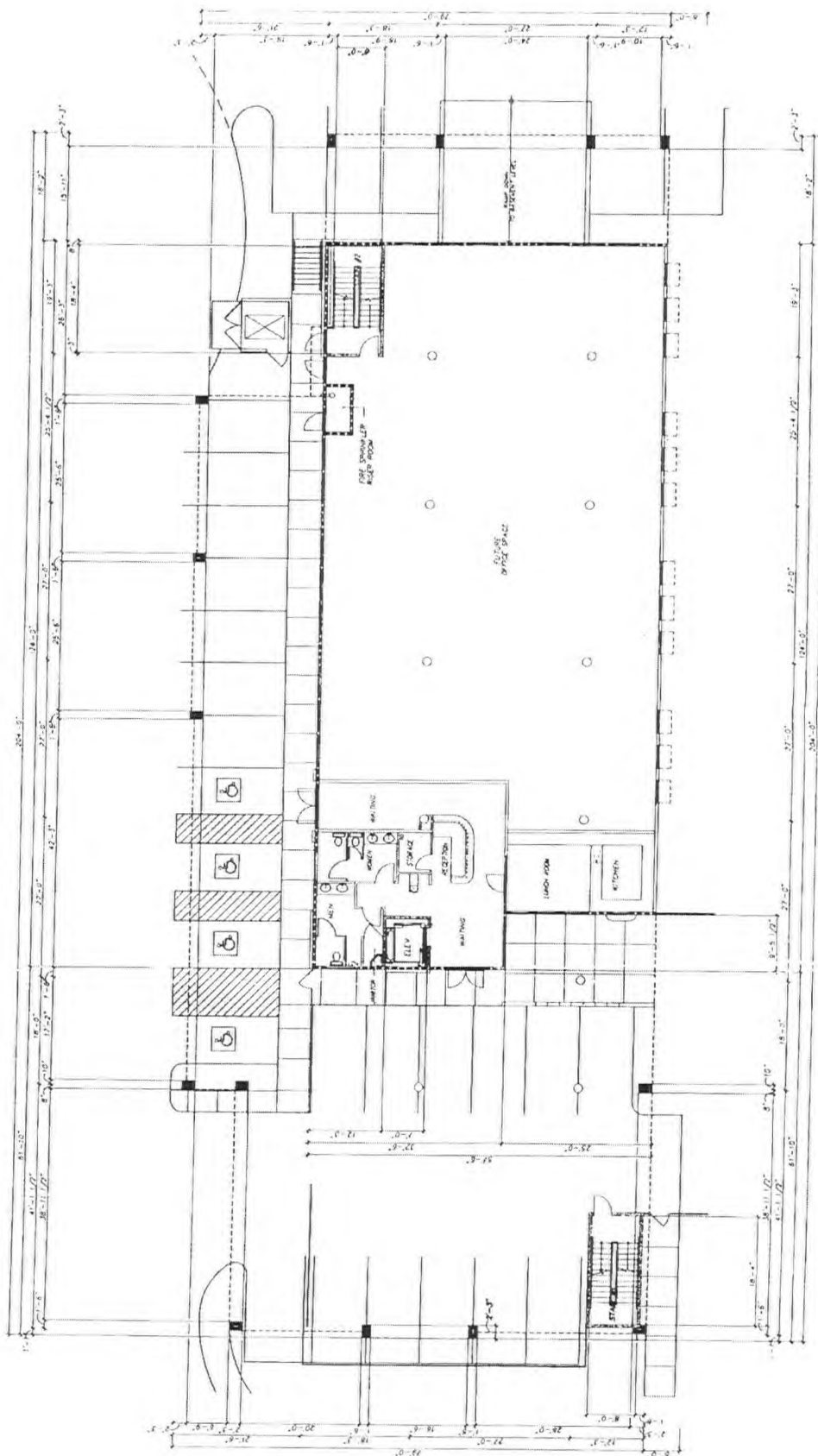
PROJECT NUMBER
250510

DATE: 08-2-05

JUL 18 2006
A-3.2



1 LEVEL ONE FLOOR PLAN
SCALE: 1/8" = 1'-0"
LEVEL ONE: 6,894 SQ. FT.
LEVEL TWO: 14,657 SQ. FT.
TOTAL BUILDING: 21,551 SQ. FT.
08/24/06 PC
VAR-14313
SDR-14311



VARIANCE

JUSTIFICATION LETTER FOR ~~SITE DESIGN REVIEW~~ JONES OFFICE AT APN
163-01-201-006.
6/6/06

This is a request for a variance for the above stated project at 1506 S. Jones Blvd. in the City of Las Vegas. The property will be used for a professional office building.

We are asking for a variance the residential adjacency standards (19.08.060). The building roof is setback 78 feet where 105 feet is required and the building parapet is setback 95 feet where 126 feet is required. The variance is justified because the residential parcel to the east is 7 feet lower in elevation than the grade of this parcel; a 10 foot landscape band is provided with 24" box trees every 10 feet; and the windows facing east all have translucent glazing.

RECEIVED
CITY CLERK

2006 OCT -4 A 10:40

STEVEN M. SHINN
SSHINN@H-DLAW.COM

September 29, 2006

City Clerk, 1st Floor
City Hall
400 Stewart Avenue
Las Vegas, Nevada 89101

Protest

**RE: Var-14313; Applicant; Dennis Iwasaka; Owner Max Jones
Professional Plaza**

Dear Sirs and Mesdames:

The undersigned represents 1428 Associates, LLC who is the owner of property situated at 1428 South Jones Boulevard which is adjacent to the property which is the subject of the Variance.

The undersigned wishes to take this opportunity to oppose the variance. The owner of said property has made many requests of the Alexander Office Park Association. Aside from these more personal irritating factors, the development will be able to house more than its fair share of occupants. This will increase the traffic in the area which already is congested and is projected to increase substantially with the opening of the new mental health facility on Jones and Oakey. The occupants of the Alexander Office complex have to travel to Jones and Oakey to access their property due to the absence of a left turn lane on Jones. Further, the owners of the subject property have for the last year, run an illegal junk yard on the property filled with numerous dogs, which have jumped over the wall and crapped on our property. The property owners have failed to maintain the health of the dogs; one loose pit bull who was hobbling along with a broken leg was taken away by Animal Control just over a week ago. Many believe that the tenants of said property have been illegally running a dog breeding business. They have stolen water from our property, many times, by connecting a hose to a spigot on our property (the most recent occurrence having happened just today). To say the least, they have shown no consideration or regard for the property of others, much less their own junk filled area.

Page 2
Letter to City Council
Re: Var-14313

Any variance should only be granted in the case of a land use hardship. There is no land use hardship in the instant case and they should be made to comply withal existing requirements including the 105 foot set back and existing density and landscape requirements. All of the other owners who attended the meeting share the same sentiment.

Should you have any questions, please do not hesitate to contact me at the above-listed number.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven M. Shinn', written over a horizontal line.

STEVEN M. SHINN, ESQ.

SMS/sy
cc. Association

**NOTE: THE FOLLOWING DOCUMENTATION
WAS SUBMITTED FOR THE RECORD BEFORE
OR AT THE PLANNING COMMISSION HEARING
ON THIS ITEM WHICH IS NOW APPEARING
BEFORE THE CITY COUNCIL**

August 2, 2006

Planning and Development Department
Current Planning Division
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

**RE: Var-14313; SDR 14311; Applicant; Dennis Iwasaka; Owner Max Jones
Professional Plaza**

Dear Sirs and Mesdames:

The undersigned represents 1428 Associates, LLC who is the owner of property situated at 1428 South Jones Boulevard which is adjacent to the property which is the subject of the Variance and Site Development Plan Review.

The undersigned wishes to take this opportunity to oppose the variance and object to the Site Development Plan Review. The owner of said property has made many requests of the Alexander Office Park Association. Aside from these more personal irritating factors, the development will be able to house more than its fair share of occupants. This will increase the traffic in the area which already is congested and is projected to increase substantially with the opening of the new mental health facility on Jones and Oakey. The occupants of the Alexander Office complex have to travel to Jones and Oakey to access their property due to the absence of a left turn lane on Jones. Further, the owners of the subject property have for the last year, run an illegal junk yard on the property filled with numerous dogs, which have jumped over the wall and crapped on our property. The property owners have failed to maintain the health of the dogs; one loose pit bull who was hobbling along with a broken leg was taken away by Animal Control just over a week ago. Many believe that the tenants of said property have been illegally running a dog breeding business. They have stolen water from our property, many times, by connecting a hose to a spigot on our property (the most recent occurrence having happened just today). To say the least, they have shown no consideration or regard for the property of others, much less their own junk filled area.

Page 2

Letter to Planning and Development Dept.

Re: Var-14313

Any variance should only be granted in the case of a land use hardship. There is no land use hardship in the instant case and they should be made to comply withal existing requirements including the 105 foot set back and existing density and landscape requirements. All of the other owners who attended the meeting share the same sentiment.

Should you have any questions, please do not hesitate to contact me at the above-listed number.

Sincerely,

A handwritten signature in dark ink, appearing to read "S. M. Shinn", followed by a horizontal line.

STEVEN M. SHINN, ESQ.

SMS/sy
cc. Association

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 18, 2006**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-14313

SDR-14311 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL PLAZA - Request for a Site Development Plan Review FOR A PROPOSED 21,551 SQUARE-FOOT TWO-STORY OFFICE BUILDING AND A WAIVER OF PERIMETER LANDSCAPE REQUIREMENTS on 0.85 acres at 1506 South Jones Boulevard (APN 163-01-201-006), O (Office) Zone, Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

2

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Backup referenced from the 09-07-06 Planning Commission Meeting Item 37

Motion made by LOIS TARKANIAN to Approve subject to amended conditions as denoted below:

- A. There shall be an eight foot wall on the eastern boundary of the property with landscaping to be 36-inch box trees alternating with 24-inch box trees every other tree, 10 feet on center.
- B. There shall be a security camera placed into the parking lot area, monitored by the tenant on the property.
- C. The windows on the second floor, east-facing, shall be view-obscuring.
- D. The property shall be cleared in 30 days.
- E. The building shall be demolished in 90 days.

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN,
GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None);
(Did Not Vote-None); (Excused-None)

Minutes:

See Item 121 for all related discussion.



0 200 400 Feet

CASE: SDR-14311

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) UNDER RESOLUTION OF INTENT TO P-R (PROFESSIONAL OFFICE AND PARKING)



AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ABEYANCE - SDR-14311 - APPLICANT: DENNIS

IWASAKA OWNER: MAX JONES PROFESSIONAL PLAZA

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 4, 2006 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILWOMAN TARKANIAN.

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to the Conditions for ANX-12916, VAR-14313 and subsequent Rezoning application if approved.
2. In order to become congruent with the SC (Service Commercial) General Plan Land Use designation, the property must be rezoned to an agreeable category prior to the issuance of building permits.
3. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.
4. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 06/13/06, except as amended by conditions herein.
5. A Waiver from Title 19.12 is hereby approved, to allow no perimeter landscape buffer on the north property line where eight feet is the minimum required and to allow five parking lot landscape fingers where 15 is the minimum number required.
6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.
7. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.

8. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).
9. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.
10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
11. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
12. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. 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.
15. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.
16. Landscape and maintain all unimproved right-of-way, if any, on Jones Boulevard adjacent to this site.
17. Obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Jones Boulevard public right-of-way adjacent to this site prior to the issuance of any permits.
18. This site shall connect to the City of Las Vegas public sewer system at a location acceptable to the City Engineer.

19. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

**** STAFF REPORT ****

APPLICATION REQUEST

This application is a request for a Site Development Plan Review for a proposed 21,551 square-foot two story office building and a waiver of perimeter landscape requirements on 0.85 acres at 1506 South Jones Boulevard.

EXECUTIVE SUMMARY

The site plan with this application indicates a two-story proposed 21,551 square foot office building. The total building elevation is 35 feet in the front of the property, but due to the severe natural slope from the front of the property to the rear of the property, the rear elevation of the building is 42 feet. The applicant provides a total of 90 spaces on the site, where 72 spaces are required.

The applicant provides a 95 foot residential adjacency setback from the eastern property line where 126 feet is required. Due to the natural grading of the site and the requirement that the building sit at least 18 inches higher than Jones Boulevard, the site development should be considered appropriate for this use. An accompanying Variance application (VAR-14313) addresses the encroachment into the residential adjacency setback area.

The proposed building has recently been annexed from Clark County and is zoned O (Office). The General Plan designates this land as SC (Service Commercial) and the O (Office) zone is not a permitted zoning category in SC (Service Commercial) designated land. Therefore, a condition of approval has been added to rezone the subject property to a category that is permitted in the SC (Service Commercial) land use designation.

BACKGROUND INFORMATION

A) *Related Actions*

- | | |
|----------|--|
| 07/19/06 | The City Council approved a Petition to Annex (ANX-12916) property generally located on the east side of Jones Boulevard, between Charleston Boulevard and Doe Avenue. |
| 09/07/06 | The Planning Commission recommended approval of companion item VAR-14313 concurrently with this application. |
| 09/07/06 | The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #37/rl). |

B) Pre-Application Meeting

05/17/06 A pre-application meeting was held and submittal requirements for a Site Development Review and Variance were discussed.

C) Neighborhood Meetings

A neighborhood meeting is not required as part of this application request, nor was one held.

DETAILS OF APPLICATION REQUEST

A) Site Area

Net Acres: 0.85

B) Existing Land Use

Subject Property: Single Family Residence
North: Offices
South: Offices
East: Single Family Residences
West: Southern Nevada Desert Development Center

C) Planned Land Use

Subject Property: SC (Service Commercial)
North: SC (Service Commercial)
South: SC (Service Commercial)
East: DR (Desert Rural Density Residential)
West: PF (Public Facilities)

D) Existing Zoning

Subject Property: R-E (Residence Estates) [Resolution of Intent to O (Office)]
North: C-1 (Limited Commercial)
South: Clark County
East: Clark County
West: C-V (Civic)

E) General Plan Compliance

The subject property is shown on the Southeast Sector Land Use Plan of the General Plan. The Plan designates the future land use for this property as SC (Service Commercial). The recently annexed property is zoned O (Office), which is a zoning category not permitted in the Service Commercial land use designation. A condition of approval will be added to this Site Development Plan Review to require a rezoning to a category (C-1, N-S or C-D) that is permissible in the SC (Service Commercial) land use category before issuance of the building permits. There are no specific General Plan policies directly related to this Site Development Plan Review request.

<i>SPECIAL DISTRICTS/ZONES</i>	Yes	No
Special Area Plan		X
Special Overlay District		X
Trails		X
Rural Preservation Overlay District	X	
Development Impact Notification Assessment		X
Project of Regional Significance		X

Rural Preservation Overlay District

The subject property is within the 330' street buffer area. There are no specified development requirements associated with the subject property being part of the Rural Preservation Overlay District.

PROJECT DESCRIPTION

The site plan with this application indicates a two-story proposed 21,551 square foot office building. The total building elevation is 35 feet in the front of the property, but due to the severe natural slope from the front of the property to the rear of the property, the rear elevation of the building is 42 feet. The applicant proposes the bottom floor of the building to be utilized for parking and will be located in a basement level 10 feet below ground. Thirty of the 72 required parking spaces are provided on that level. The applicant provides a total of 90 spaces on the site, combining surface parking with subterranean parking. The exterior building materials will be sand finish stucco and stone veneer. Landscaping is provided on the majority of the site; however the applicant does not provide a landscape buffer along the north property line and is lacking the required number of parking lot landscape fingers.

There are R-E (Residential Estates) zoned properties adjacent to the east of the subject parcel. According to the building height on the eastern elevation of the building, residential adjacency standards require a building setback of 126 feet. The applicant provides a 95 foot setback from the eastern property line. An accompanying Variance application (VAR-14313) addresses the encroachment into the residential adjacency setback area.

The proposed building has recently been annexed from Clark County and is zoned O (Office). The General Plan designates this land as SC (Service Commercial) and the O (Office) zone is not a permitted zoning category in SC (Service Commercial) designated land. Therefore, a condition of approval has been added to rezone the subject property to a category that is permitted in the SC (Service Commercial) land use designation.

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 Width	60 Feet	133 Feet	Y
Min. Setbacks			
• Front	20 Feet	66 Feet	Y
• Side	5 Feet	10 Feet	Y
• Rear	15 Feet	53 Feet	Y
Max. Lot Coverage	50%	49%	Y
Max. Building Height	2 Stories / 35 Feet	2 Stories / 35 Feet	Y
Trash Enclosure	50 Feet from residentially zoned property	78 Feet from residentially zoned property	Y

The proposed development meets the Title 19.08 Development Standards.

A2) Residential Adjacency Standards

Pursuant to Title 19.08, the following Residential Adjacency Standards apply to the subject proposal:

- a) Proximity slope. The building does not meet the 3:1 proximity slope. With a building height of 35 feet, the proposed office building must be a minimum of 105 feet from residentially zoned property. The building currently sits 58 feet from R-E zoned properties to the east. An accompanying Variance (VAR-14313) addresses the encroachment into the residential adjacency setback requirement.

- b) Building setback. The R-E zoned properties on the eastern boundary of the subject site have a rear yard setback of 35 feet. Therefore the proposed office building must be set back a minimum of 35 feet to the residentially zoned property. With a rear yard setback of 58 feet to the residential property line, the proposed office building meets this requirement.

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
Office, Other Than Listed	21,554 SF.	1 Space/300 Feet of GFA	72 Spaces	3 of the total spaces required	90 Spaces	4 of the total spaces required

The current site plan depicts adequate parking for office uses.

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 Landscape Fingers	1 Landscape Finger/6 Spaces	15 Fingers	5 Fingers
Buffer:			
• Min. Trees	1 Tree/20 Linear Feet	7 Trees	13 Trees
• Min. Zone Width	8 Feet		10 Feet
• Wall height	6 Feet Minimum		6 Feet

The buffer zone width, wall height and number of buffer trees meet or exceed Title 19.12.040 requirements. A waiver of landscape buffering on the north side of the property has been requested and cannot be supported. The site also provides only 5 parking lot landscape fingers where 15 are required. A waiver of parking lot landscape fingers has also been requested as part of this application.

B) General Analysis and Discussion

- Zoning

The site was annexed into the City of Las Vegas from Clark County on July 19, 2006, with an effective date of July 28, 2006. The site is currently zoned R-E (Residence Estates) with a Resolution of Intent to O (Office) on 0.85 acre, [SC (Service Commercial) Master Plan Designation]. The O (Office) zone is not a permitted zone in the SC (Service Commercial) land use category. Therefore a Rezoning to a permitted zoning category will be required before building permits will be issued.

- Site Plan

This proposal is for a 21,551 square foot office building. It provides 90 parking spaces where 72 are required. The site is bound by single family homes on the east, office and commercial uses to the north and south, and the Southern Nevada Desert Development Center to the west. The proposed 35 foot tall office building rests 58 feet from the nearest residential property line and does not meet the residential adjacency standards. However, the natural grading of the site and the requirement that the building sit at least 18 inches higher than Jones Boulevard, the site development should be considered appropriate for this use.

- Waivers

The site requires a Waiver of perimeter and parking area landscape requirements. The applicant requests no perimeter landscaping buffer along the northern property line, as the buildings in the neighboring commercial development rest directly on the property line. Staff supports the request for a waiver of the northerly perimeter buffer landscaping, as the buffer area is not necessary in order to protect neighboring residential properties from the impact a new office building would have on the area. The site also requires additional parking lot landscape fingers. Staff can support the request for a waiver of parking lot fingers, as the site provides ample landscaping planters on either end of the parking area as part of the provided landscape buffer.

- Landscape Plan

The landscape plan depicts a ten foot landscape buffer along Jones Boulevard with five-24" box trees and miscellaneous one to five-gallon shrubs throughout. The applicant proposes 24-inch box trees, 20' off-center along the eastern boundary bordering residential property. Seventeen, 24-inch box trees and miscellaneous five to 10 gallon shrubs are proposed along the southern boundary.

- Elevation

The proposed two story building is 28 feet tall on the western boundary, Jones Boulevard, and because of the natural slope of the property, is 35 feet tall on the eastern side closest to single family residences. The buildings are proposed Sand Finish stucco and stone veneer exteriors. The roof will be tile and of matching color to the stucco. Because this property is being proposed for and office use and is adjacent to R-E (Residence Estates) lots, Residential Adjacency requirements apply. As part of the accompanying Variance request (VAR-13888), the applicant requests a Residential Adjacency standard of 58 feet where 105 feet is required.

- Floor Plan

The floor plan depicts a typical office building of its size and character.

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 land use is appropriate for the area; however, the residential adjacency standard requirement is not met. A Variance accompanies this application to permit the encroachment into the residential adjacency setback. Staff can support the Variance as exceptional topographic conditions do exist on the subject site.

2. **“The proposed development is consistent with the General Plan, Title 19, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted City Plans, policies and Standards;”**

The proposed development is not consistent with the General Plan. However, when the property was annexed into the city of Las Vegas from Clark County, it remained in a similar zoning category that it held in Clark County [C-P (Office and Professional District)]. The resulting City of Las Vegas O (Office) zoning category is not in conformance with the General Plan designation of SC (Service Commercial). A condition of approval was added to correct this discrepancy before building permits may be issued.

3. **“Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;”**

Primary site ingress and egress is proposed from North Jones Boulevard, a 100-foot Right-of-Way. Traffic from the proposed development entering onto North Jones Boulevard will increase, but this should not have a significant negative impact on the neighborhood as a whole.

4. **“Building and landscape materials are appropriate for the areas and for the City;”**

Building materials are typical of commercial developments in the Las Vegas Valley. Landscaping materials are drought-tolerant and compatible with existing development.

5. **“Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;”**

Building elevations and aesthetic features are harmonious and compatible with development in the area.

6. **“Appropriate measures are taken to secure and protect the public health, safety and general welfare.”**

The development will be subject to inspections, and appropriate measures will be taken to protect the public health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 4

ASSEMBLY DISTRICT 3

SENATE DISTRICT 8

NOTICES MAILED 72 by Planning Dept

APPROVALS 0

PROTESTS 2

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

SDR-14311

Case Number: _____ APN: 163-01-201-006

Name of Property Owner: MAX JONES PROFESSIONAL PIZZA LLC

Name of Applicant: DENNIS IWASAKA

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

_____ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

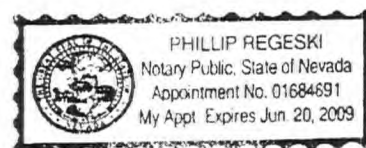
Signature of Property Owner: _____

Print Name SHENG HUANG

Subscribed and sworn before me

This 5 day of JUNE, 2006

[Signature]
Notary Public in and for said County and State





PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-14311 APN: 163-01-201-006

Name of Property Owner: MAX JONES PROFESSIONAL PLABA LLC

Name of Applicant: DENNIS IWASAKA

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: _____

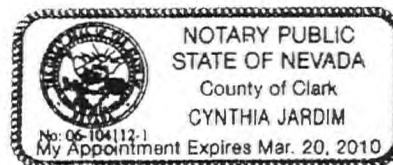
Signature of Property Owner: _____  ← S.G.N.

Print Name: Yongsheng Huang ← PRINT NAME

Subscribed and sworn before me

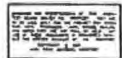
This 16th day of June, 2006

Cynthia Jarchin
Notary Public in and for said County and State



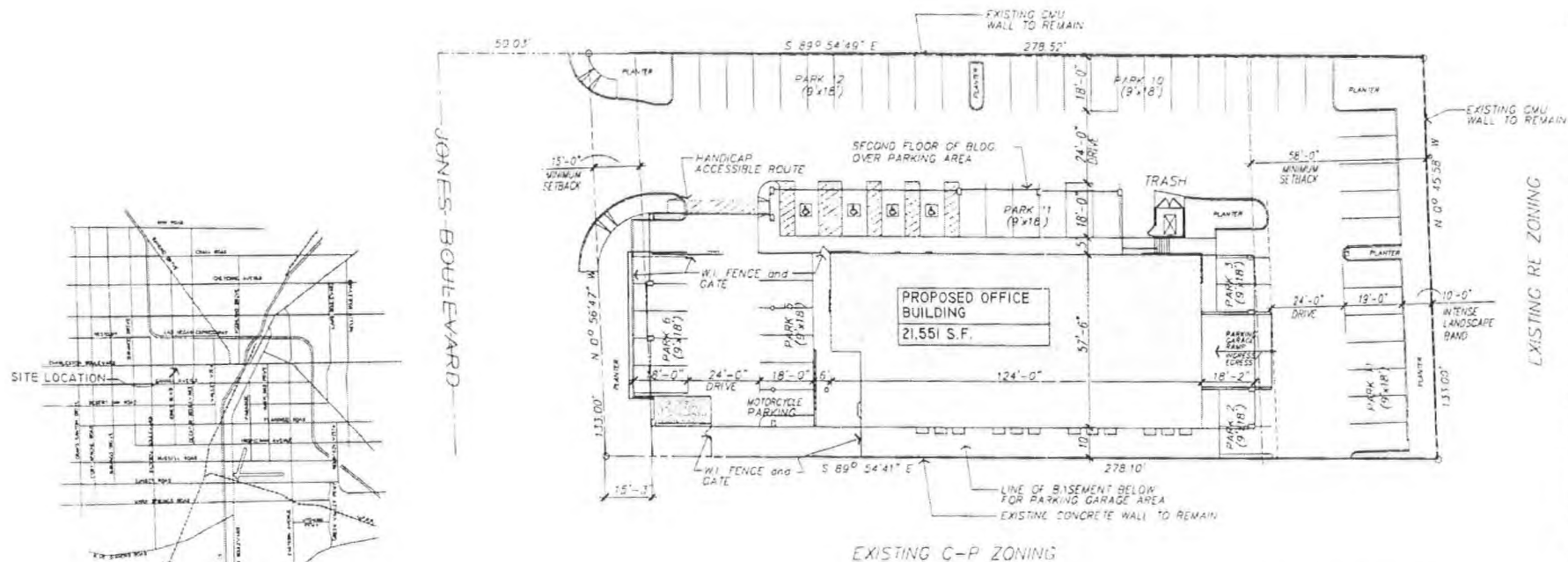
SITE DATA	
LOT AREA GROSS TOTAL	43,644 S.F.
RIGHT-OF-WAY AREA	6,650 S.F.
EXISTING ZONING	R-E
PROPOSED ZONING	C-P
DESCRIPTION	AREA
PROPOSED OFFICE BUILDING	21,551 S.F. TOTAL
BASEMENT PARKING GARAGE	11,732 S.F. TOTAL

PARKING REQUIRED	
OFFICE	21,551 S.F. @ 4.7/1000 = 89 SPACES
TOTAL PARKING REQUIRED (4 HANDICAPPED SPACES)	89 SPACES
TOTAL PARKING PROVIDED 60 SPACES ABOVE GROUND (INCLUDES 4 HANDICAPPED SPACES) 30 SPACES BASEMENT GARAGE	90 SPACES



MARK ROSS JOHNSON
ARCHITECT
2740 WEST UNIVERSITY AVENUE • LAS VEGAS, NEVADA 89102
TEL. (702) 885-2800 FAX (702) 885-2800

EXISTING C-1 ZONING



EXISTING C-P ZONING

EXISTING RE ZONING

PROPOSED OFFICE BUILDING
A.P.N. #163-01-201-006
1506 S. JONES BLVD.

FOR: MAX HEALTY & ASSOC.
LAS VEGAS, NEVADA

Date: 09-8-05

PROJECT NUMBER
200510

A-1.1

2 LOCATION MAP
NOT TO SCALE

1 SITE PLAN
SCALE: 1/16" = 1'-0"

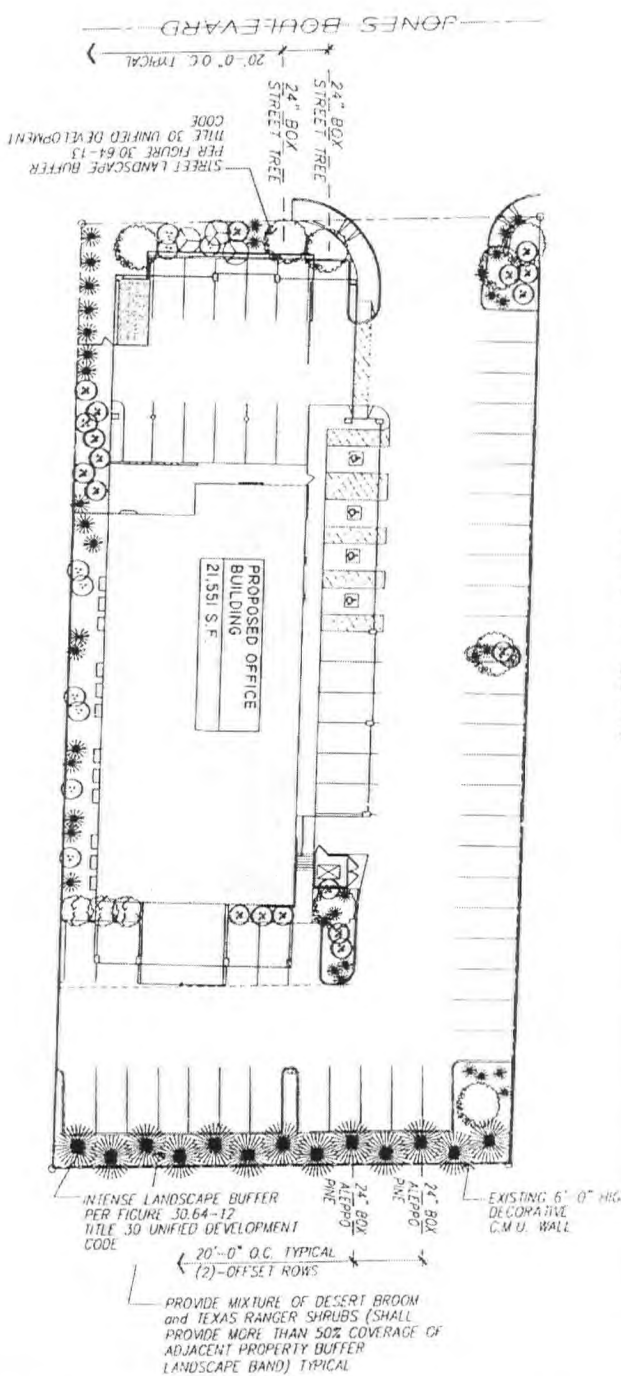
RECEIVED

JUN 13 2006

08/24/06 PC VAR-14313
SDR-14311

LANDSCAPE LEGEND		NOTES
	PALE LEAF PLUM - 15 GALLON	NOTE: SHRUBS SHALL COVER MORE THAN 50% OF LANDSCAPE AREA ON STREET FRONTAGE. NOTE: SHRUBS SHALL COVER MORE THAN 50% OF LANDSCAPE AREA @ ADJACENT PROPERTY BUFFER MONITORING AROUND COVER GROUND COVER PLANTMENT TO BE 3'-6" RIVER ROCK
	ALEPPO PINE - 24" BOX	
	MESQUITE TREE - 24" BOX	
	MESQUITE TREE - 24" BOX	
	DESERT BROOM - 5 GALLON	
	TEXAS RANGER - 1 GALLON	
	BUTTERFLY BUSH - 5 GALLON	
	DESERT BROOM - 5 GALLON	
	TEXAS RANGER - 1 GALLON	

EXISTING G-1 ZONING



1 LANDSCAPE PLAN
SCALE 1/8" = 1'-0"

RECEIVED

VAR-14313
SDR-14311 08/24/06 PC
JUN 13 2006

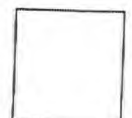
L-1

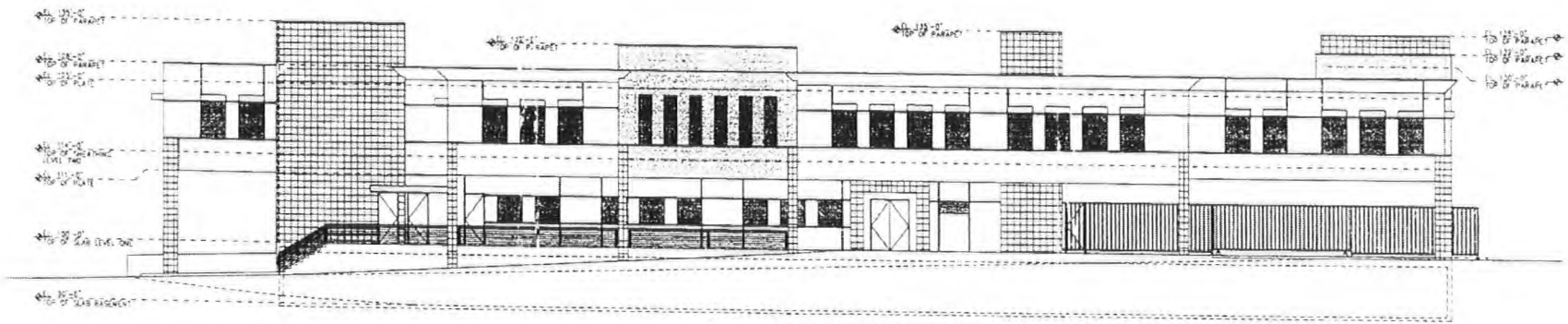
PROJECT NUMBER
200310

2003 03-8-03

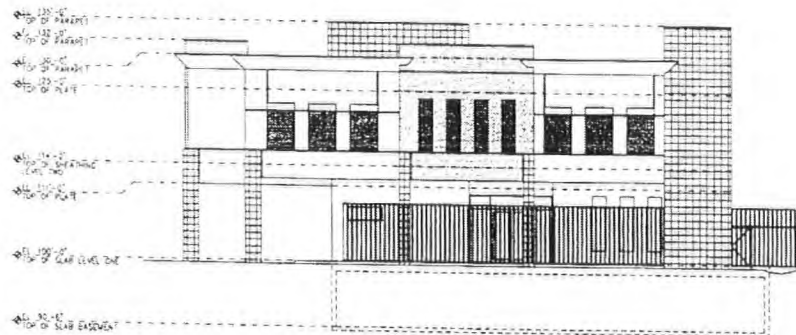
PROPOSED OFFICE BUILDING
A.P.N. #163-01-201-006
1506 S. JONES BLVD.
FOR: MAX REALTY & ASSOC.
LAS VEGAS, NEVADA

MARK ROSS JOHNSON
ARCHITECT
4100 WEST UNIVERSITY AVENUE • LAS VEGAS, NEVADA 89103
TEL: (702) 859-3808 FAX: (702) 859-3813

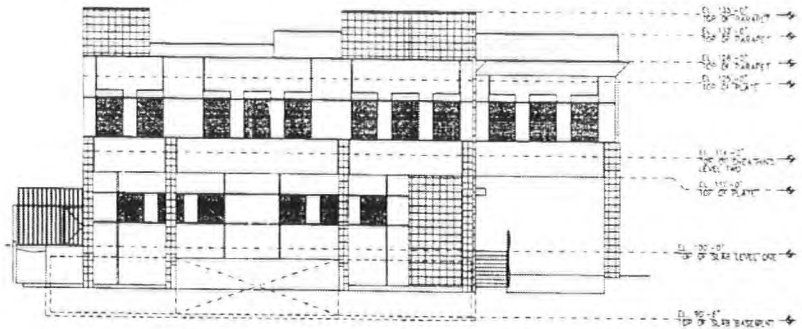




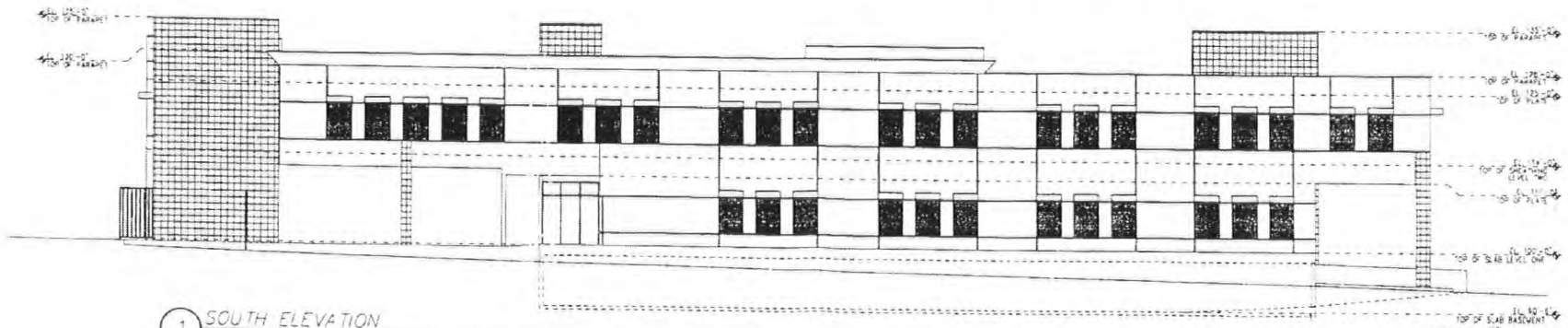
4 NORTH ELEVATION
SCALE 1/8" = 1'-0"



3 WEST ELEVATION
SCALE 1/8" = 1'-0"



2 EAST ELEVATION
SCALE 1/8" = 1'-0"



1 SOUTH ELEVATION
SCALE 1/8" = 1'-0"



MARK ROSS JOHNSON
ARCHITECT
ONE WEST MOUNTAIN VIEW
SANTA ANITA AVENUE • LAS VEGAS, NEVADA 89102
TEL: (702) 481-1000 FAX: (702) 481-1001

PROPOSED OFFICE BUILDING
A.P.N. #163-01-201-006
1506 S. JONES BLVD.
FOUR MAY REALTY & ASSOC.
LAS VEGAS, NEVADA

Date 09-5-05

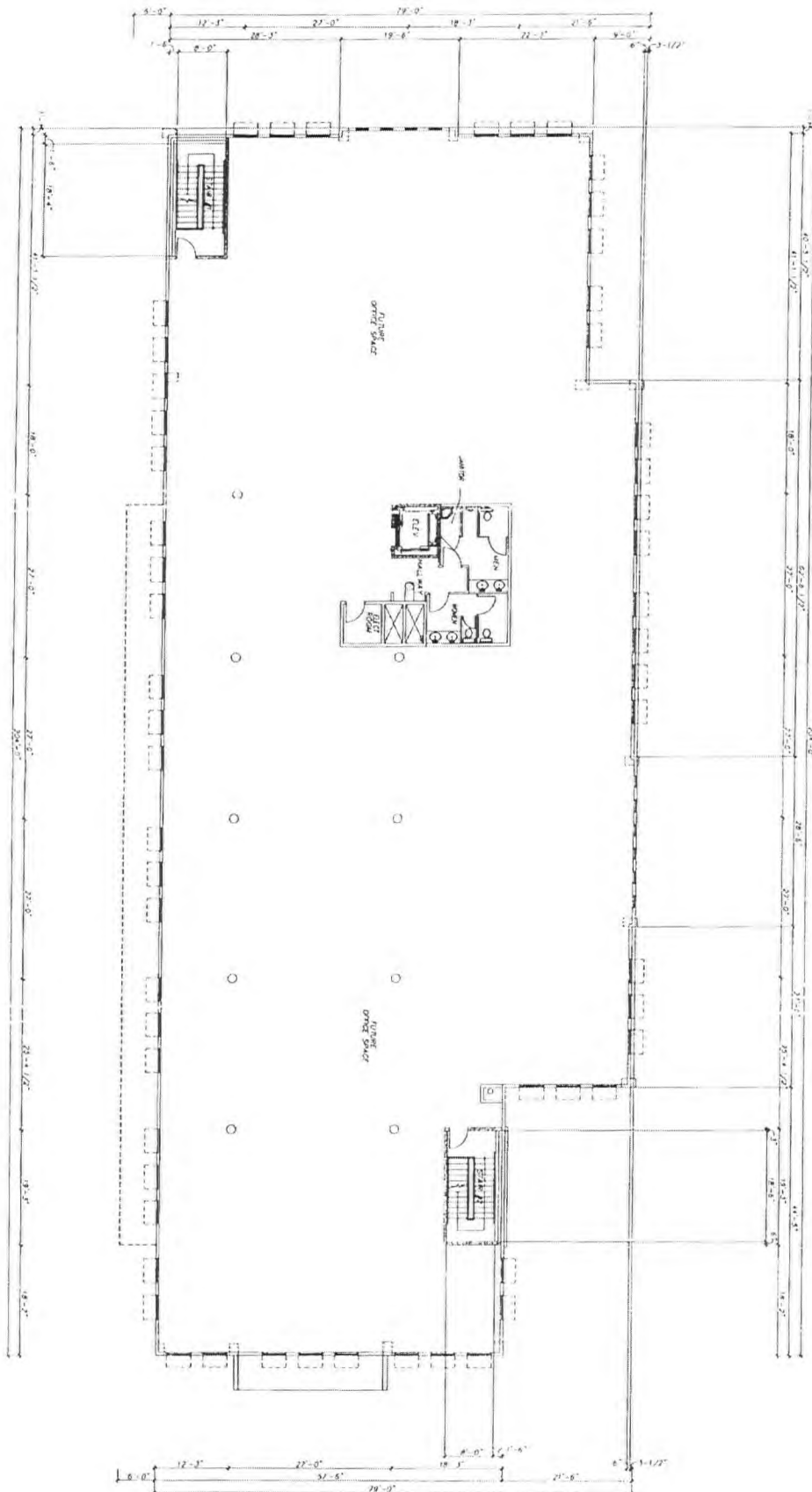
PROJECT NUMBER
220510

A-6.1

08/24/06 PC VAR-14313
SDR-14311

JUN 13 2006

JUN 13 1967



1 LEVEL TWO FLOOR PLAN
SCALE: 1/8" = 1'-0"

RECEIVED
JUN 13 2006

08/24/06 PC
VAR-14313
SDR-14311

A-3.3

PROJECT NUMBER
200510

PROPOSED OFFICE BUILDING
A.P.N. #163-01-201-006
1506 S. JONES BLVD.
FOR: MAX REALTY & ASSOC.
LAS VEGAS, NEVADA

MARK ROSS JOHNSON
ARCHITECT
4790 WEST UNIVERSITY AVENUE • LAS VEGAS, NEVADA 89103
TEL: (702) 899-3608 FAX: (702) 899-3610

DATE
200510

SDR 14311				
Dennis Iwasaka				
1506 S Jones				
Proposed 21,551 thousand square foot office development.				
Traffic produced by proposed development:				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	21,551	11.01	237
AM Peak Hour			1.55	33
PM Peak Hour			1.49	32
(heaviest 60 minutes)				
Existing traffic on all nearby streets:				
Jones Boulevard				
Average Daily Traffic (ADT)	33,521			
PM Peak Hour	2682			
(heaviest 60 minutes)				
Charleston Boulevard				
Average Daily Traffic (ADT)	45,964			
PM Peak Hour	3677			
(heaviest 60 minutes)				
Oakey Boulevard				
Average Daily Traffic (ADT)	18,347			
PM Peak Hour	1468			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets:				
	Adjacent street ADT			
	Capacity			
Jones Boulevard	34300			
Charleston Boulevard	51700			
Oakey Boulevard	16200			
This project will add approximately 237 trips per day on Jones, Charleston and Oakey.				
This will increase expected volumes by less than 1 percent on Jones and Charleston and about 1 percent on Oakey. Jones is at about 98 percent of capacity, Charleston is at about 89 percent of capacity and Oakey is over capacity.				
Based on Peak Hour use, this development will add roughly 32 additional cars into the area; which works out to about one every two minutes.				
Note that this report assumes all traffic from this development uses all named streets.				



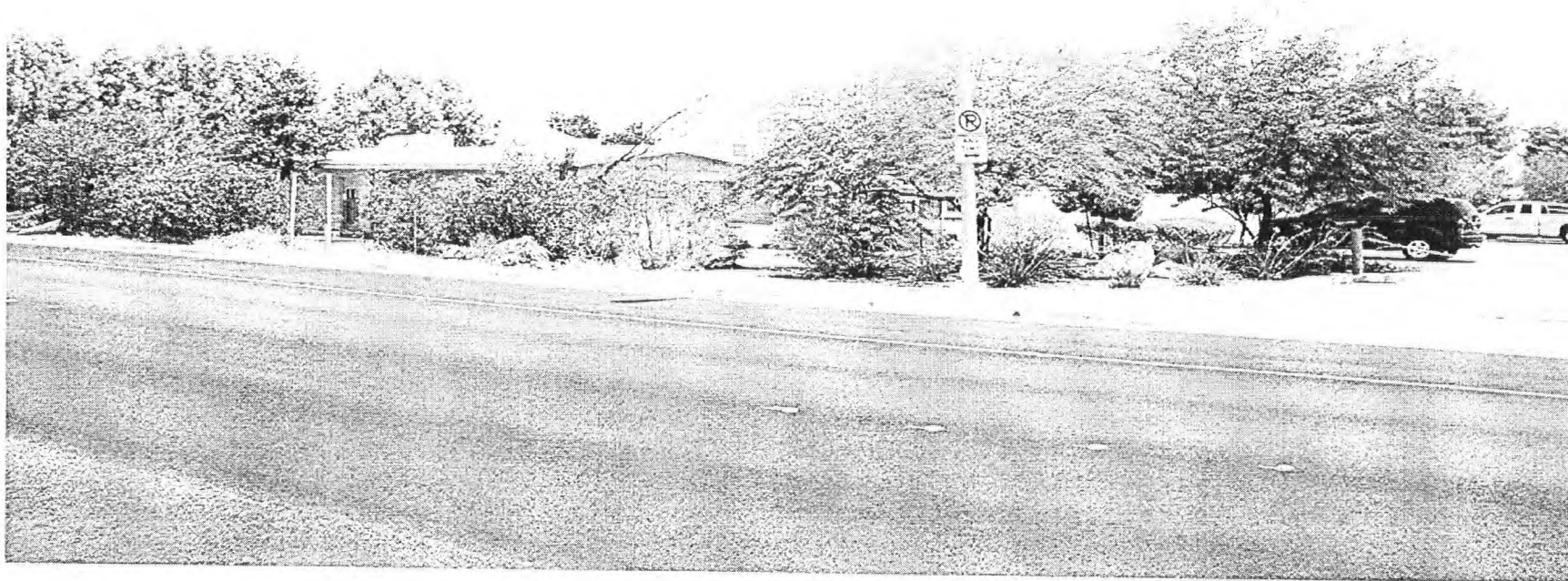
VAR-14313 & SDR-14311 - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL
PLAZA
1506 SOUTH JONES BOULEVARD
SEPTEMBER 7, 2006 PLANNING COMMISSION

07/20/06



VAR-14313 & SDR-14311 - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL
PLAZA
1506 SOUTH JONES BOULEVARD
SEPTEMBER 7, 2006 PLANNING COMMISSION

07/20/06



VAR-14313 & SDR-14311 - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL
PLAZA
1506 SOUTH JONES BOULEVARD
SEPTEMBER 7, 2006 PLANNING COMMISSION

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VAR-14313 & SDR-14311 - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL
PLAZA
1506 SOUTH JONES BOULEVARD
SEPTEMBER 7, 2006 PLANNING COMMISSION

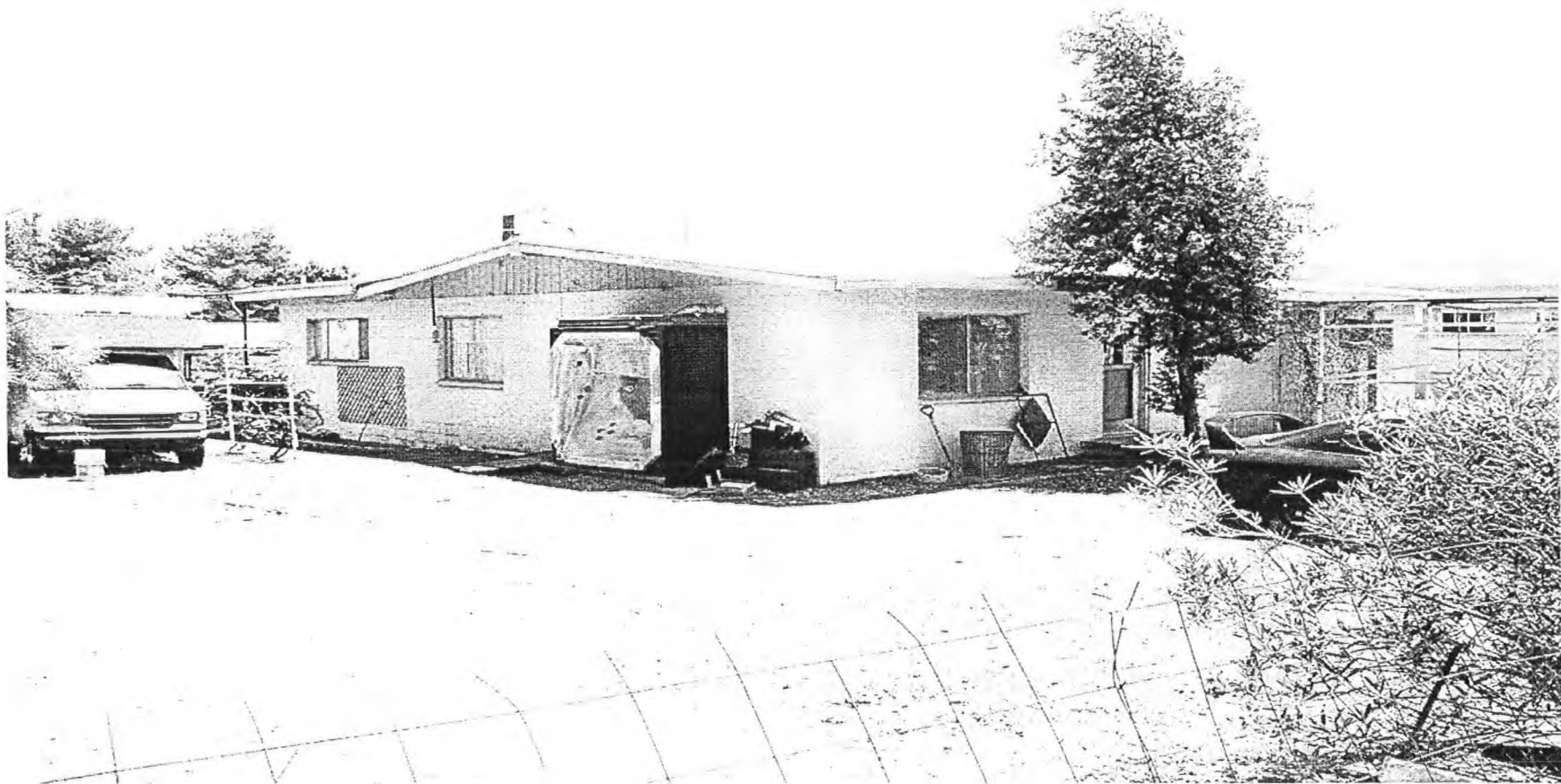
07/20/06



VAR-14313 & SDR-14311 - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL
PLAZA

1506 SOUTH JONES BOULEVARD
SEPTEMBER 7, 2006 PLANNING COMMISSION

07/20/06



VAR-14313 & SDR-14311 - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL
PLAZA
1506 SOUTH JONES BOULEVARD
SEPTEMBER 7, 2006 PLANNING COMMISSION

07/20/06



VAR-14313 & SDR-14311 - APPLICANT: DENNIS IWASAKA OWNER: MAX JONES PROFESSIONAL
PLAZA
1506 SOUTH JONES BOULEVARD
SEPTEMBER 7, 2006 PLANNING COMMISSION

07/20/06

JUSTIFICATION LETTER FOR SITE DESIGN REVIEW JONES OFFICE AT APN
163-01-201-006.

6/6/06

This is a request for a design review for the above stated project at 1506 S. Jones Blvd. in the City of Las Vegas. The property will be used for a professional office building. The property will use the City sewer.

We are asking for a waiver for landscaping along Jones where 15 feet is required and 10 feet is provided. The building offset for this project is 15 feet. The encroachment into the landscape area is by parking only. The existing project to the north has provided 5 feet of landscaping. The waiver is justified because it is in conformance with the adjacent projects and the narrow parcel makes parking a hardship. The landscape area is to be planted with 24" box trees at 20' on center with bushes for ground cover.

We are asking for a waiver for landscaping along the north property line. Parking islands will be provided where 8 foot landscape strip is required. The waiver is justified because that property line backs up to the back of building to the north and the narrow parcel makes parking a hardship. The east and south property lines have 10 feet of landscape with 24" box trees and bushes.

We are asking for a waiver of the landscaping within the parking lot. We have provided more than one tree for every six spaces but they are not all within landscape islands. The waiver is justified because more trees then necessary are provide on the parcel and landscape islands are provided, just not enough.

We are asking for a waiver of the landscaping on the south property line. We are providing 10 feet of landscaping where 8 feet is required but we are planting 5 gallon and 10 gallon trees where 24" box trees are required. The waiver is justified because 24' box trees will not grow correctly on the south side because the building will be two stories with a 6 foot wall along the property line. The planter strip will not provide enough growing space for 24" box trees.

**NOTE: THE FOLLOWING DOCUMENTATION
WAS SUBMITTED FOR THE RECORD BEFORE
OR AT THE PLANNING COMMISSION HEARING
ON THIS ITEM WHICH IS NOW APPEARING
BEFORE THE CITY COUNCIL**



ATTORNEYS AT LAW

1428 SOUTH JONES BOULEVARD
LAS VEGAS, NEVADA 89146

(702) 733-0036
FAX (702) 733-1774

STEVEN M. SHINN
SSHINN@H-DLAW.COM

August 2, 2006

Planning and Development Department
Current Planning Division
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

**RE: Var-14313; SDR 14311; Applicant; Dennis Iwasaka; Owner Max Jones
Professional Plaza**

Dear Sirs and Mesdames:

The undersigned represents 1428 Associates, LLC who is the owner of property situated at 1428 South Jones Boulevard which is adjacent to the property which is the subject of the Variance and Site Development Plan Review.

The undersigned wishes to take this opportunity to oppose the variance and object to the Site Development Plan Review. The owner of said property has made many requests of the Alexander Office Park Association. Aside from these more personal irritating factors, the development will be able to house more than its fair share of occupants. This will increase the traffic in the area which already is congested and is projected to increase substantially with the opening of the new mental health facility on Jones and Oakey. The occupants of the Alexander Office complex have to travel to Jones and Oakey to access their property due to the absence of a left turn lane on Jones. Further, the owners of the subject property have for the last year, run an illegal junk yard on the property filled with numerous dogs, which have jumped over the wall and crapped on our property. The property owners have failed to maintain the health of the dogs; one loose pit bull who was hobbling along with a broken leg was taken away by Animal Control just over a week ago. Many believe that the tenants of said property have been illegally running a dog breeding business. They have stolen water from our property, many times, by connecting a hose to a spigot on our property (the most recent occurrence having happened just today). To say the least, they have shown no consideration or regard for the property of others, much less their own junk filled area.

Page 2

Letter to Planning and Development Dept.

Re: Var-14313

Any variance should only be granted in the case of a land use hardship. There is no land use hardship in the instant case and they should be made to comply withal existing requirements including the 105 foot set back and existing density and landscape requirements. All of the other owners who attended the meeting share the same sentiment.

Should you have any questions, please do not hesitate to contact me at the above-listed number.

Sincerely,

A handwritten signature in dark ink, appearing to read "Steven M. Shinn", followed by a horizontal line.

STEVEN M. SHINN, ESQ.

SMS/sy
cc. Association

RL MOORE & ASSOCIATES

August 4, 2006

City of Las Vegas,
Planning and Development Department
731 South Fourth Street
Las Vegas, NV 89101

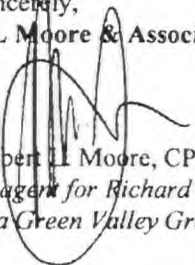
RE: SDR-14311

To Whom It May Concern,

We are in receipt of the above mentioned hearing notice. My client, Richard T. Crawford dba Green Valley Grocery would like to go on record and object to the Waiver of Landscaping Requirements regarding this future development. This is the only objection we have against this development.

I would appreciate that this letter be referenced in any City Council Meeting in regards to this matter. If you would like any further comment from me, I can be reached at 702.221.7000

Sincerely,
RL Moore & Associates


Robert L. Moore, CPM
as agent for Richard T. Crawford
dba Green Valley Grocery

CC: RTC

RL MOORE & ASSOCIATES

Rob Moore
Principal

ITEM NO.: 5
CASE NO. SDR-14311
PC MEETING: 8-10-06

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SPECIAL USE PERMIT

SUP-13271 – ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: C.R.E.M. CORPORATION INC. - OWNER: TOFFY ENTERPRISES LLC. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE on 1.22 acres at 8251 West Charleston Boulevard (APN 163-04-117-003), C-1 (Limited Commercial) Ward 1 (Tarkanian). NOTE: As of August 6, 2006 this item is located in Ward 2 (Wolfson). Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

3

City Council Meeting

1

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Planning Commission (6-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting documentation
4. Justification Letter
5. Protest by Amparo Rojas-Currea
6. Backup referenced from the 06-08-06 Planning Commission meeting Item 3

Motion made by STEVE WOLFSON to Approve subject to amended conditions as denoted below:

A. Hours of operation shall be from 6 a.m. to midnight, seven days a week.

B. A six-month review from the date of issuance of the liquor license is required to be heard at a public hearing before the City Council.

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

Minutes:

MAYOR GOODMAN declared the Public Hearing open.

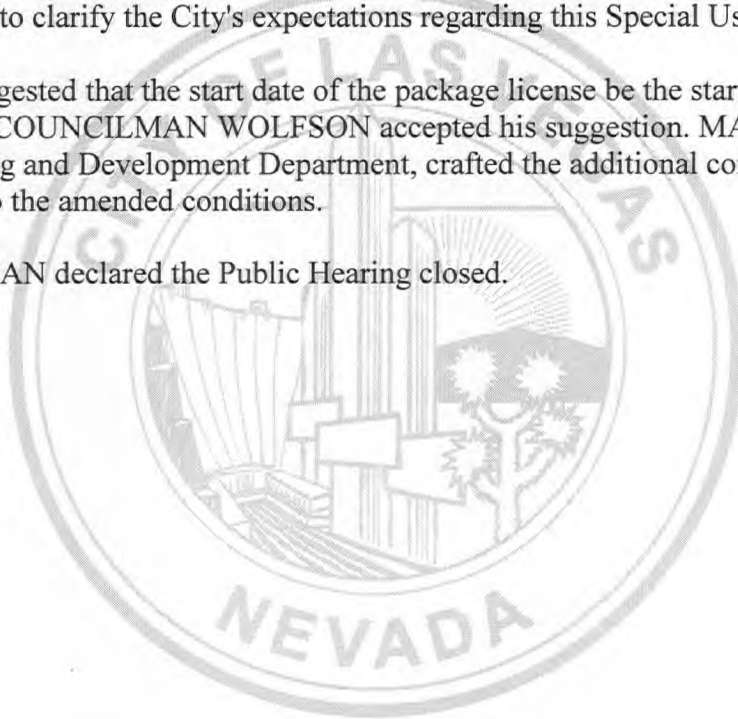
COUNCILMAN WOLFSON noted MR. SANTOS has been operating this business for four years. COUNCILMAN WOLFSON expressed concern with introduction of hard liquor into the area but since he was impressed with MR. SANTOS and his business, he could support this application with the condition that the existing hours of operation remain the same.

CRISTOBAL SANTOS, the owner, was present.

COUNCILMAN WOLFSON suggested MR. SANTOS meet with JIM DiFIORE, Manager of Business Services, to clarify the City's expectations regarding this Special Use Permit.

MR. DiFIORE suggested that the start date of the package license be the start date for the six month review and COUNCILMAN WOLFSON accepted his suggestion. MARGO WHEELER, Director of Planning and Development Department, crafted the additional condition. MR. SANTOS agreed to the amended conditions.

MAYOR GOODMAN declared the Public Hearing closed.

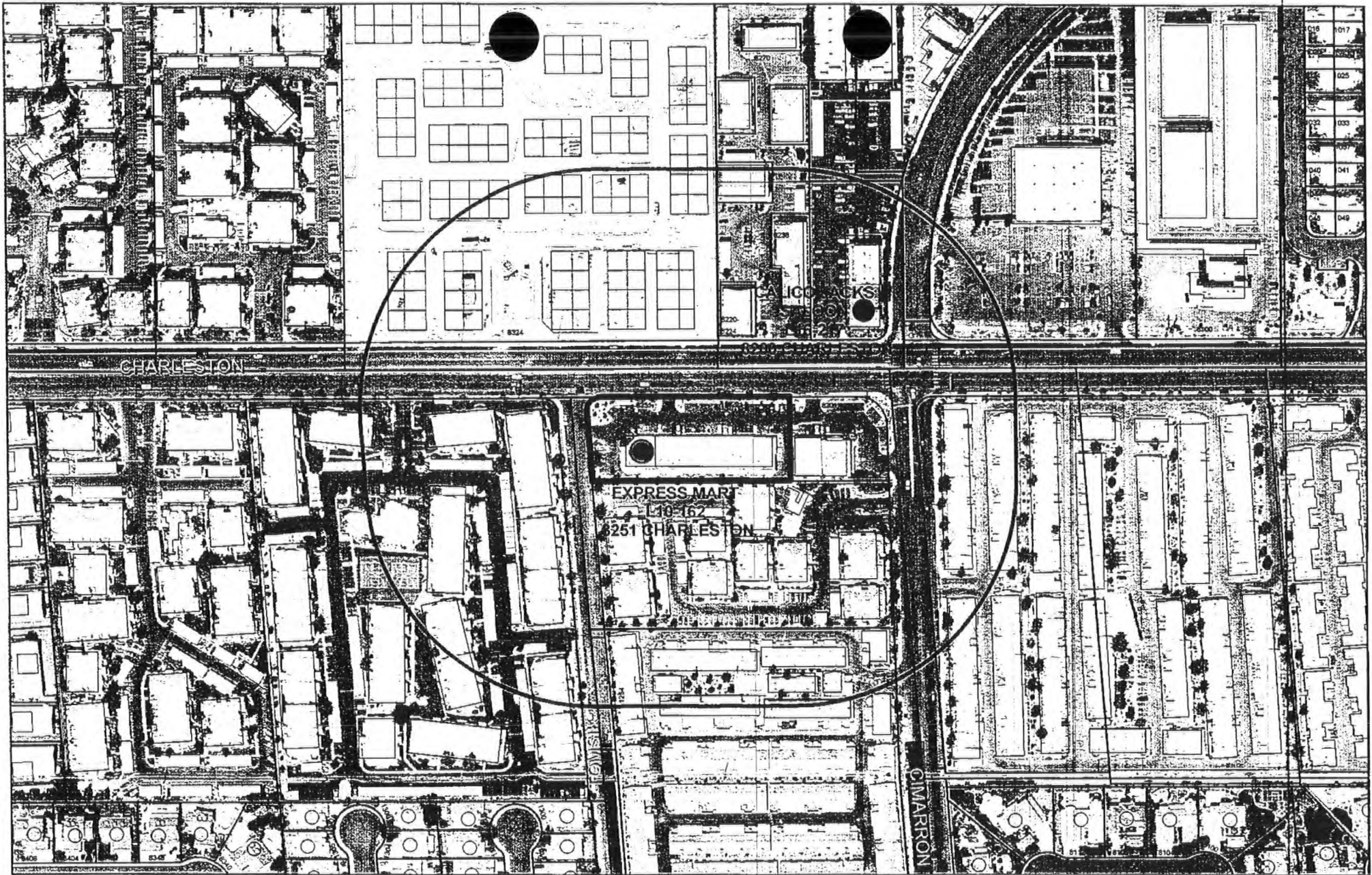




CASE: SUP-13271

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



SUP-13271

Package Liquor Sales

Business Licenses

- Child Care/Children Facility
- Supper Club/Restaurant Service Bar
- Tavern
- Liquor on/off Sales

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- 400 foot buffer



AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ABEYANCE - SUP-13271 - APPLICANT: C.R.E.M.
CORPORATION INC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 20, 2006 CITY COUNCIL MEETING AT THE REQUEST OF COUNCILWOMAN TARKANIAN.

**** CONDITIONS ****

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

Planning and Development

1. Any existing banner signs located on the establishment shall be removed. Any future temporary signs, such as banners, shall comply with the requirements of Title 19.14.090 (A).
2. The sale of alcoholic beverages shall be limited to a maximum of 10 % of the floor area of the convenience store.
3. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a retail establishment with accessory package liquor off-sale use.
4. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.
5. Approval of this Special Use Permit does not constitute approval of a liquor license.
6. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.
7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Special Use Permit for a retail establishment with accessory package liquor off-sale in an existing convenience store on 1.22 acres at 8251 West Charleston Boulevard.

EXECUTIVE SUMMARY

The proposed retail establishment with accessory package liquor off-sale in an existing convenience store is compatible with the commercial and medium density residential uses in the area.

BACKGROUND INFORMATION

A) Related Actions

- 05/05/93 The City Council approved a rezoning of this site to C-1 (Limited Commercial) (Z-26-93). The Planning Commission and staff had recommended approval.
- 07/13/95 The Planning Commission approved a Site Plan Development Plan Review of a proposed retail shopping center on the subject site [Z-26-93 (3)]. The subject convenience store was part of this request.
- 07/17/96 The City Council approved a Special Use Permit for the sale of beer and wine in conjunction with the subject convenience store (U-0049-96).
- 03/28/97 A business license to allow the sale of beer and wine in conjunction with the subject convenience store was issued by the Business Activities Division.
- 06/08/06 The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #3/ar).

B) Pre-Application Meeting

- 03/14/06 A pre-application meeting was held and elements of a Special Use Permit application were discussed.

C) Neighborhood Meetings

A neighborhood meeting is not required for a Special Use Permit, nor was one held.

DETAILS OF APPLICATION REQUEST

A) Site Area

Net Acres: 1.22

B) Existing Land Use

Subject Property: Convenience Store

North: Condominiums

South: Apartments

East: Retail shopping

West: Apartments

C) Planned Land Use

Subject Property: SC (Service Commercial)

North: M (Medium Density Residential)

South: M (Medium Density Residential)

East: SC (Service Commercial)

West: M (Medium Density Residential)

D) Existing Zoning

Subject Property: C-1 (Limited Commercial)

North: U (Undeveloped) under resolution of intent to R-PD14)

South: C-1 (Limited Commercial)

East: C-1 (Limited Commercial)

West: R-3 (Medium Density Residential)

E) General Plan Compliance

The subject property is designated as SC (Service Commercial) by the Southwest sector map of the General Plan. The Service Commercial category allows low to medium density retail, office, or other commercial uses that serve primarily local area patrons and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers and areas, theaters, bowling alleys and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. This Special Use Permit conforms to applicable General Plan Policies and the regulations of the C-1 District.

<i>SPECIAL DISTRICTS/ZONES</i>	Yes	No
Special Area Plan		X
Special Overlay District		X
Trails		X
Rural Preservation Overlay District		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X
Project of Regional Significance		X

ANALYSIS

A) Zoning Code Compliance

A1) Parking and Traffic Standards

Pursuant to Title 19.10, the following Parking Standards apply to the subject proposal:

Uses	GFA	Ratio	Required Parking		Provided Parking	
			Regular	Handicap	Regular	Handicap
Convenience Store	1,960 SF.*	1/250 GFA	13	1	22	1
Total			13		23	

The site is providing a total of 23 parking spaces where 13 spaces are required. This exceeds the requirements of Title 19.10.

A2) Minimum Distance Separation Requirements

Pursuant to Title 19.04, the following Standards apply to the subject proposal:

Standards	Code Requirement	Provided
Retail establishment with accessory package liquor off-sale	Shall not be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City Park.	Yes

B) General Analysis and Discussion

- Zoning

The site is zoned C-1 (Limited Commercial). The C-1 District permits the proposed retail establishment with accessory package liquor off-sale use with approval of a Special Use Permit. This application would satisfy that requirement if approved.

- Use

A retail establishment with accessory package liquor off-sale is an establishment whose license to sell alcoholic beverages authorizes their sale to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where the same are sold. The sale of alcohol must be clearly secondary to retail sales.

- Conditions

**RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR
OFFSALE**

[C-1, C-2, C-M, M]

Pursuant to its general authority to regulate the sale of alcoholic beverages, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by requiring that:

- *1. Except as otherwise provided in this Chapter, no retail establishment accessory package liquor off-sale (hereinafter "establishment") shall be located within four hundred feet of any church, synagogue, school, child care facility licensed for more than twelve children, or City park.
- *2. Except as otherwise provided in Paragraph 3 below, the distances referred to in Paragraph 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:
 - a. Any leasehold parcel; or
 - b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Paragraph 1.
- *3. In the case of an establishment property to be located on a parcel of at least eighty acres in size, the minimum distances referred to in Paragraph 1 shall be measured in a straight line:
 - a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or
 - b. In the case of a proposed establishment which will be located within a shopping center or other multiple-tenant structure, from the nearest property line of the existing use to the nearest property lines of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.

4. When considering a Special Use Permit application for an establishment which also requires a waiver of the distance limitation in Paragraph 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.
5. The minimum distance requirements in Paragraph 1 do not apply to:
 - a. An establishment which has a nonrestricted gaming license in connection with a hotel having two hundred or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of two hundred guest rooms after July 1, 1992; or
 - b. A proposed establishment having more than fifty thousand square feet of retail floor space.
- *6. All businesses which sell alcoholic beverages shall conform to the provisions of Chapter 6.50 of the Las Vegas Municipal Code.
7. The minimum distance requirements set forth in Paragraph 1, which are otherwise nonwaivable under the provisions of this subdivision, may be waived:
 - a. In accordance with the provisions of Section 19.040.050(A)(4) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;
 - b. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) Zoning District and which is designated MS-TC (Main Street Mixed Use) in the Town Center Land Use Plan; or
 - c. In connection with a retail establishment having less than twenty thousand square feet of retail floor space, if the area to be used for the sale, display or merchandising of alcoholic beverages and each use to be protected are separated by a highway or right-of-way with a width of least one hundred feet.

Conditions denoted with an asterisk cannot be waived.

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 majority of the properties near the subject site are designated for commercial uses or medium density residential uses. The proposed use, as a retail establishment with accessory package liquor off-sale in an existing convenience store, would be compatible with existing and future surrounding land use and development.

2. **“The subject site is physically suitable for the type and intensity of land use proposed.”**

The subject site is physically suitable for the proposed addition of a Beer/Wine/Cooler Establishment. The use will not be too intense for this area of the City.

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 site gains access from Charleston Boulevard, which is designated by the Master Plan of Streets and Highways as a 100-foot Primary Arterial and which provides adequate access to the site.

4. **“Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.”**

The site would be subject to frequent inspections and would not compromise public health or safety.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

9

ASSEMBLY DISTRICT 2

SENATE DISTRICT 8

NOTICES MAILED 634 by City Clerk

APPROVALS 0

PROTESTS 3



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

SUP-13271

Case Number: **06-08-06 PC** APN: **163-04-117-003**

Name of Property Owner: **TOFFY ENTERPRISES LLC**

Name of Applicant: **C.R.E.M CORPORATION INC.DBA EXPRESS MART**

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes

☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN: _____

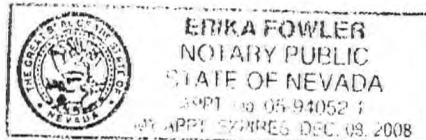
Signature of Property Owner: _____

Print Name: _____

Subscribed and sworn before me

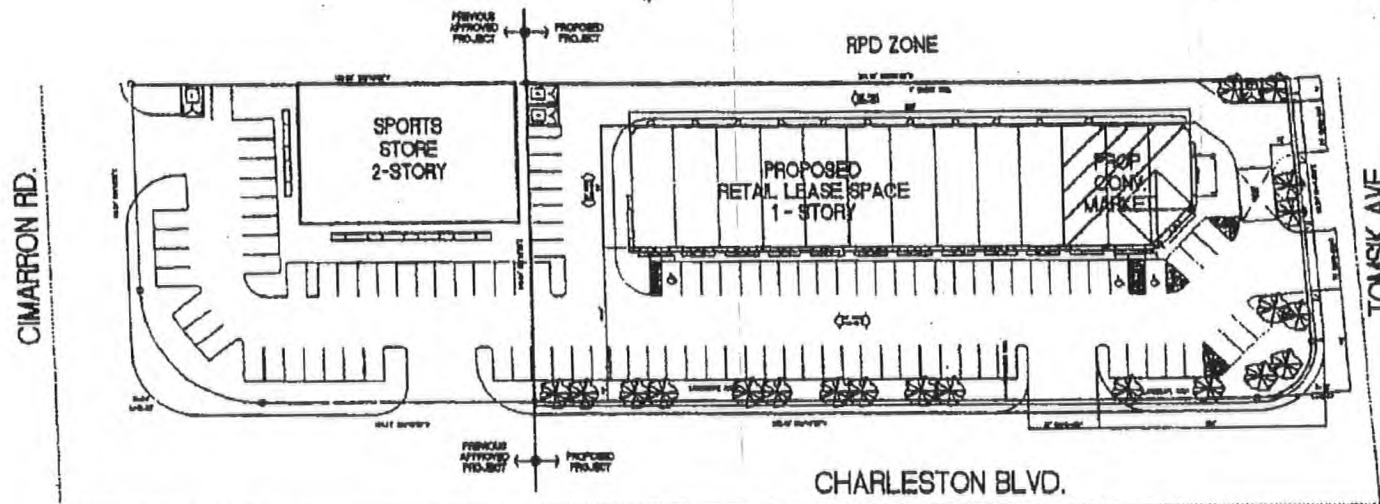
This 26 day of April, 2006

Notary Public in and for said County and State

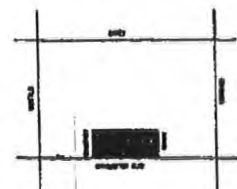


Nevada Clark

SITE PLAN



1) proposed site development plan



2 vicinity map
STATE N.Y.

[illegible]

COMMERCIAL RETAIL BUILDING
for TERRA WEST

THESE TESTS REVEAL

Richard Luke
ARCHITECTS

NAME	THOMAS
PHONE	871-1111
NO. OF	1000

SD-1

APR 26 2006

RECEIVED

SUP-13271
06-08-06 PC

EXISTING APARTMENT COMPLEX

TOMSIK ST.

WEST PROPERTY LINE

WEST CHARLESTON BLVD.

NORTH PROPERTY LINE

H.C. ACCESS ROUTE

EXPRESS
MART

EAST PROPERTY LINE
EXISTING DIVIDING WALL

THE WATER STORE

SOUTH PROPERTY LINE
EXISTING CONDO COMPLEX

SITE PLAN

RECEIVED

APR 26 2006

PARKING

PARKING STANDARD

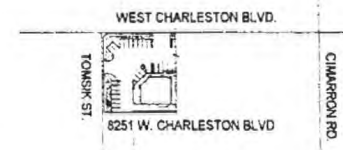
REGULAR SPACES (9'X19')

HANDICAP SPACES (8'X19')

TOTAL SPACES



NORTH



VICINITY MAP

REVISIONS
DATE DESCRIPTION

EXPRESS MART

8251 W. CHARLESTON BLVD.
LAS VEGAS, NV

PROJECT TITLE

SHEET TITLE

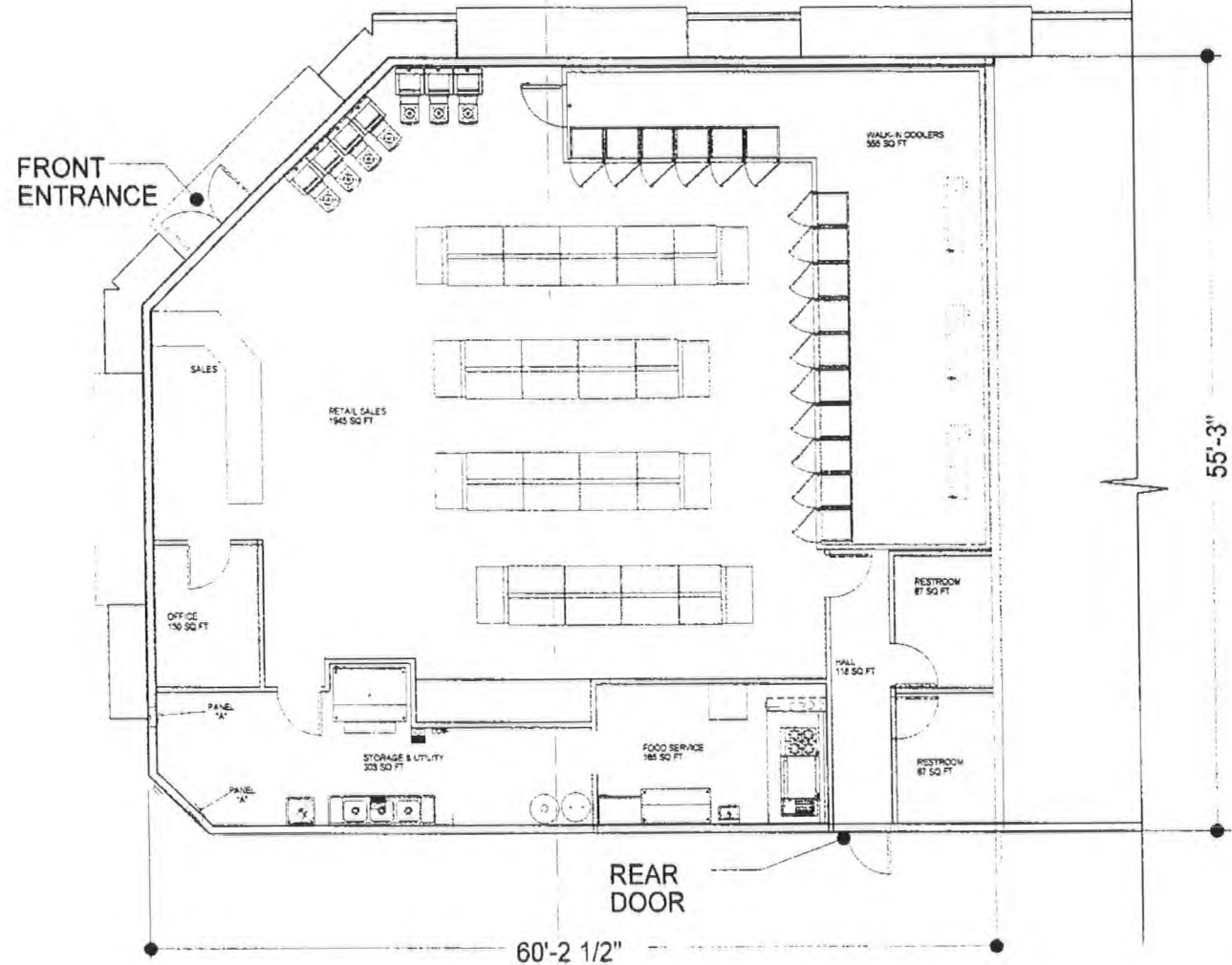
SITE PLAN

SITE

SUP-13271
06-08-06 PC

RECEIVED

APR 26 2006



REVISIONS
DATE DESCRIPTION

EXPRESS MART

8251 W. CHARLESTON BLVD
LAS VEGAS, NV

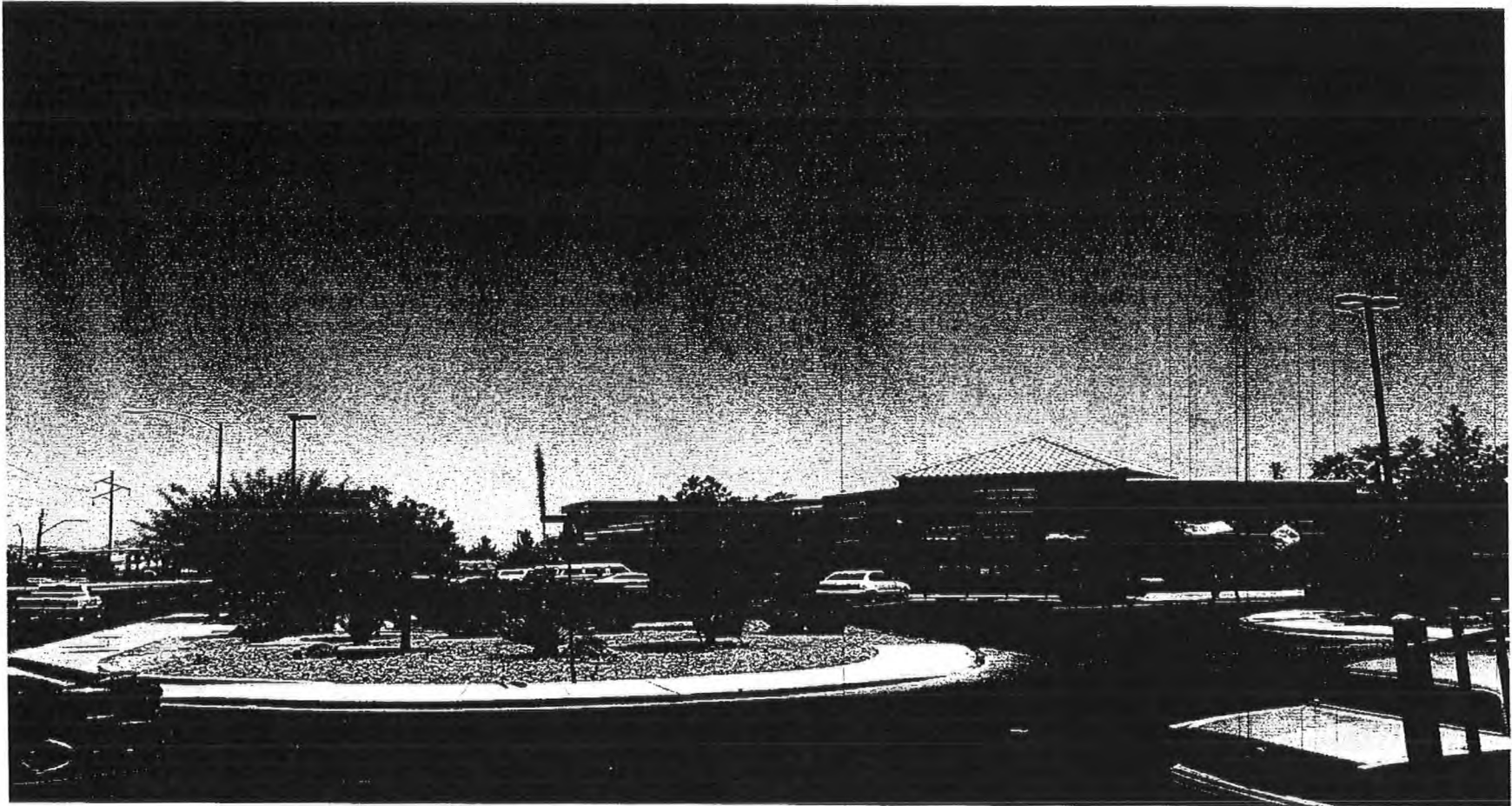
PROJECT TITLE

SHEET TITLE
EXISTING
FLOOR PLAN

FLOOR
PLAN

SUP-13271

06-08-06 PC



SUP-13271 - APPLICANT: C.R.E.M. CORPORATION, INC. OWNER: TOFFY ENTERPRISES LLC
8251 WEST CHARLESTON BOULEVARD
JUNE 8, 2006 PLANNING COMMISSION

05/24/06



SUP-13271 - APPLICANT: C.R.E.M. CORPORATION, INC. OWNER: TOFFY ENTERPRISES LLC
8251 WEST CHARLESTON BOULEVARD
JUNE 8, 2006 PLANNING COMMISSION

05/24/06



SUP-13271 - APPLICANT: C.R.E.M. CORPORATION, INC. OWNER: TOFFY ENTERPRISES LLC
8251 WEST CHARLESTON BOULEVARD
JUNE 8, 2006 PLANNING COMMISSION

05/24/06

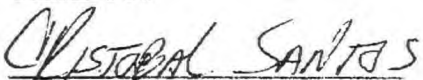
Express Mart
8251 W. Charleston
Las Vegas Nv.

Justification Letter

Re: Retail Establishment Packaged Liquor Sales

It has been the request from many of our loyal customers the we begin the sales of packaged hard liquor to our retail sale inventory. We presently have a off premises beer and wine sales special use permit and would like to add off premises hard liquor special use to our Market. This request meets city regulations for separation from Churches, Parks, Schools & other establishments. We are committed to enforcement of the off premises open container rule.

Thank You


Christobal Santos (owner)

APR 26 2006

SUP-13271
06-08-06 PC

NOTICE OF PUBLIC HEARINGRECEIVED
CITY CLERK**SPECIAL USE PERMIT**

2006 JUL 12 A 9:44

ROJAS-CURREA AMPARO
8013 SANDMARK DR
LAS VEGAS NV 89145-5501MEETING: CITY COUNCIL
DATE: JULY 12, 2006
TIME: 1:00 P.M.
LOCATION: CITY COUNCIL CHAMBERS
400 STEWART AVENUE
LAS VEGAS, NEVADA**SUP-13271**

APPLICANT: C.R.E.M. CORPORATION INC. - OWNER: TOFFY ENTERPRISES LLC. - REQUEST FOR A SPECIAL USE PERMIT FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE ON 1.22 ACRES AT 8251 WEST CHARLESTON BOULEVARD (APN 163-04-117-003), C-1 (LIMITED COMMERCIAL) WARD 1 (TARKANIAN).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE NORTH HALF (N $\frac{1}{2}$) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION 04, TOWNSHIP 21 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 (702) 229-6301 (TDD 386-9108) <http://www.lasvegasnevada.gov>



SEE LOCATION MAP ON REVERSE SIDE

BARBARA JO RONEMUS
CITY CLERK

382-4803

Submitted after final agency

Date 7/12/06 Item #114

Protest

**NOTE: THE FOLLOWING DOCUMENTATION
WAS SUBMITTED FOR THE RECORD BEFORE
OR AT THE PLANNING COMMISSION HEARING
ON THIS ITEM WHICH IS NOW APPEARING
BEFORE THE CITY COUNCIL**

CITY OF LAS VEGAS**ONE MOTION / ONE VOTE****Planning and Development Department****Current Planning Division****731 South Fourth Street****Las Vegas, Nevada 89101****(702) 229-6301 Phone (702) 385-7268 Fax**

SUBJECT: SUP-13271 - APPLICANT: C.R.E.M. CORPORATION INC. - OWNER: TOFFY ENTERPRISES LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the **June 8, 2006** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to Dorothy Marsili at 385-7268. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions.

CRISTOBAL SANTOS

Signature

6-8-06

Date

CRISTOBAL SANTOS

Please print name

C.R.E.M. CORP. INC.

Company Name

Sincerely,

Doug Rankin
Planning Supervisor
Current Planning Division

ATTN: Margo Wheeler

05/30/06

Current Planning Division/City of Las Vegas

David R. Marsh

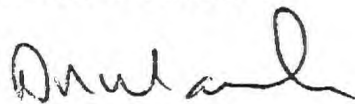
8329 Eddy Stone Ave.

SUP-13271

Request for special use permit, accessory package
liquor off-sale at 8251 W. Charleston.

I object too approval. I have been observing this area since receiving this notice. Many day laborers and/or homeless people gather around this building, especially around the bushes at Cimarron Road. I do not want hard liquor available in this immediate area. Please do not approve this request.

Thank you, David R. Marsh



SUP-13271
P

RECEIVED
MAY 31 2006
CITY OF LAS VEGAS

Telephone Protest/ Approval Log

Meeting Date: 6/8/06

Case Number: SUP-13271

Date: 5/30/06
Name: Dorothy Mapes
Address: 1004 Simwood Dr.
Las Vegas, NV 89145
Phone: 242-0404
☒ PROTEST ☐ APPROVE
No longer drives

Date: _____
Name: _____
Address: _____
Phone: _____
☐ PROTEST ☐ APPROVE

Date: 6/1/06
Name: Carolyn Rutledge
Address: 1045 Grammy Dr.
Las Vegas, NV 89145
Phone: 838-8349
☒ PROTEST ☐ APPROVE
will not be able to attend

Date: _____
Name: _____
Address: _____
Phone: _____
☐ PROTEST ☐ APPROVE

Date: _____
Name: _____
Address: _____
Phone: _____
☐ PROTEST ☐ APPROVE

Date: _____
Name: _____
Address: _____
Phone: _____
☐ PROTEST ☐ APPROVE

ITEM NO: 3
CASE NO. SUP-13271
PC MEETING: 6.8.06

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SPECIAL USE PERMIT

SUP-13362 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: EMPIRE MEDIA - OWNER: HIGHLAND PARTNERSHIP LP - Appeal filed by the applicant on a denial by the Planning Commission of a request for a Special Use Permit FOR A 75 FOOT TALL, 20 FOOT X 24 FOOT OFF-PREMISE ADVERTISING SIGN (BILLBOARD) at 1112 South Martin L. King Boulevard (APN 162-04-501-005), C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) recommends DENIAL. Staff recomends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

3

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting documentation
4. Justification Letter
5. Appeal letter filed by Empire Media Advertising, Inc
6. Submitted after final agenda – Abeyance request by Kummer Kaempfer Bonner Renshaw & Ferrario
7. Backup referenced from the 08-10-06 Planning Commission meeting Item 18

Motion made by GARY REESE to Table Item 115 [GPA-14118], Item 116 [ZON-14120], Item 117 [VAR-14122] and Item 118 [SDR-14114]; HOLD IN ABEYANCE Item 119 [ZON-15031], Item 120 [SDR-15030], Item 124 [SUP-13362], Item 131 [RQR-13989], Item 133 [ZON-14344], Item 134 [VAR-15323], Item 135 [SDR-14353] and Item 142 [SDR-15747] to 11/15/2006; Item 129 [RQR-15420], Item 130 [RQR-13791], Item 132 [RQR-15054] and Item 141 [SUP-15347] to 11/01/2006; Item 128 [SUP-15442] and Item 72 [Four Aces Emporium] to 02/07/2007

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

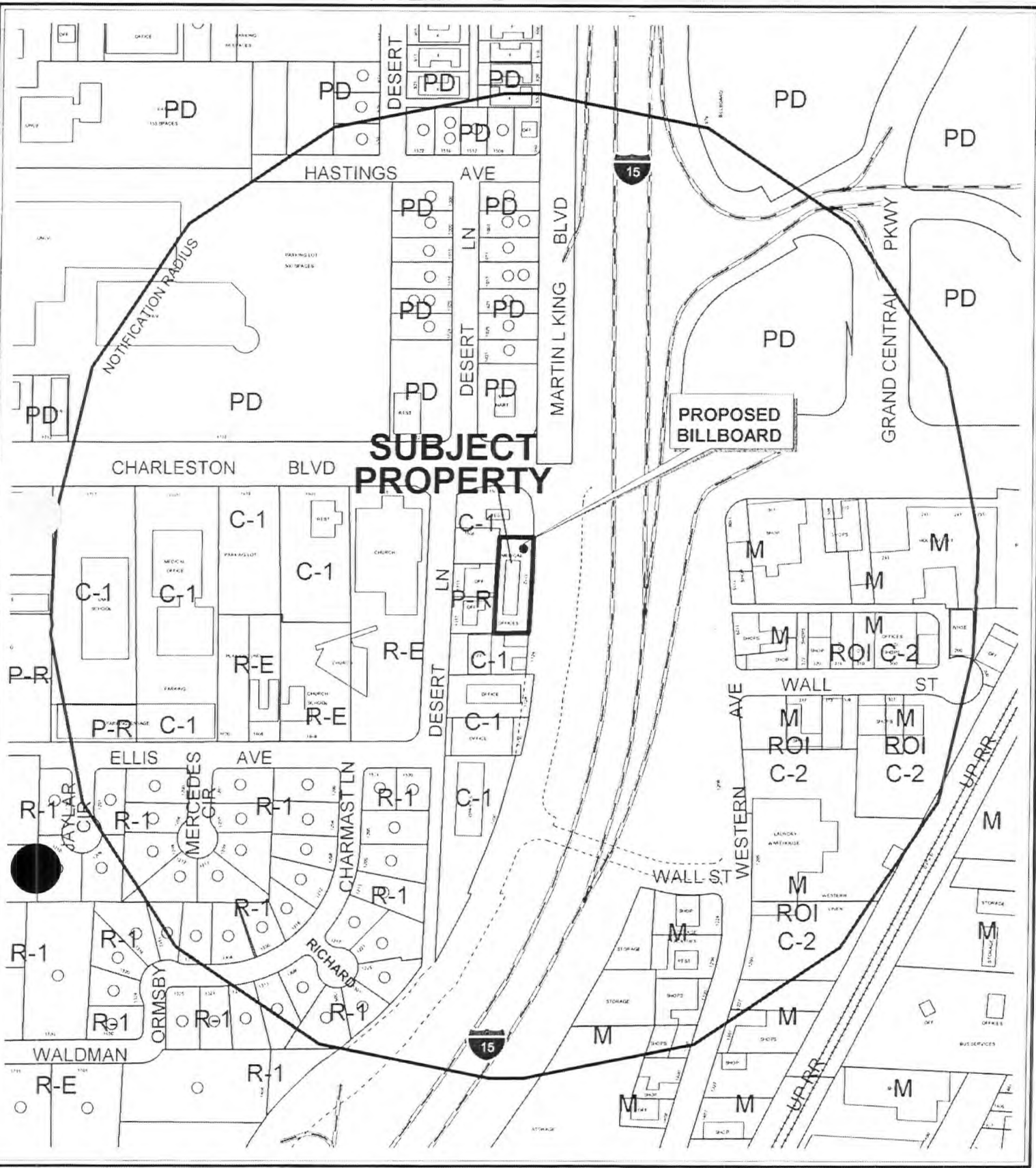
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

Minutes:

There was no discussion.





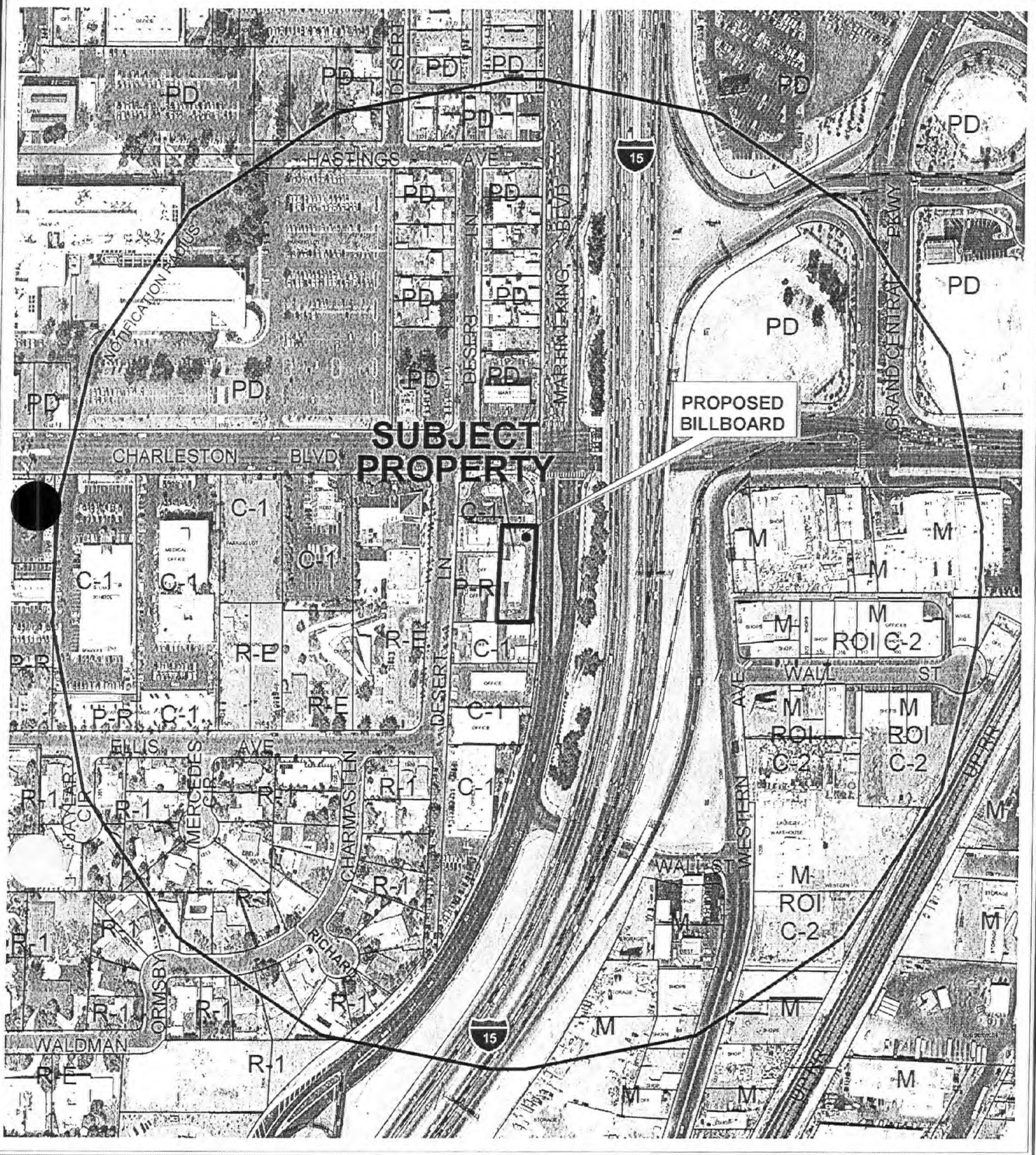
CASE: SUP-13362

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 400 800 Feet



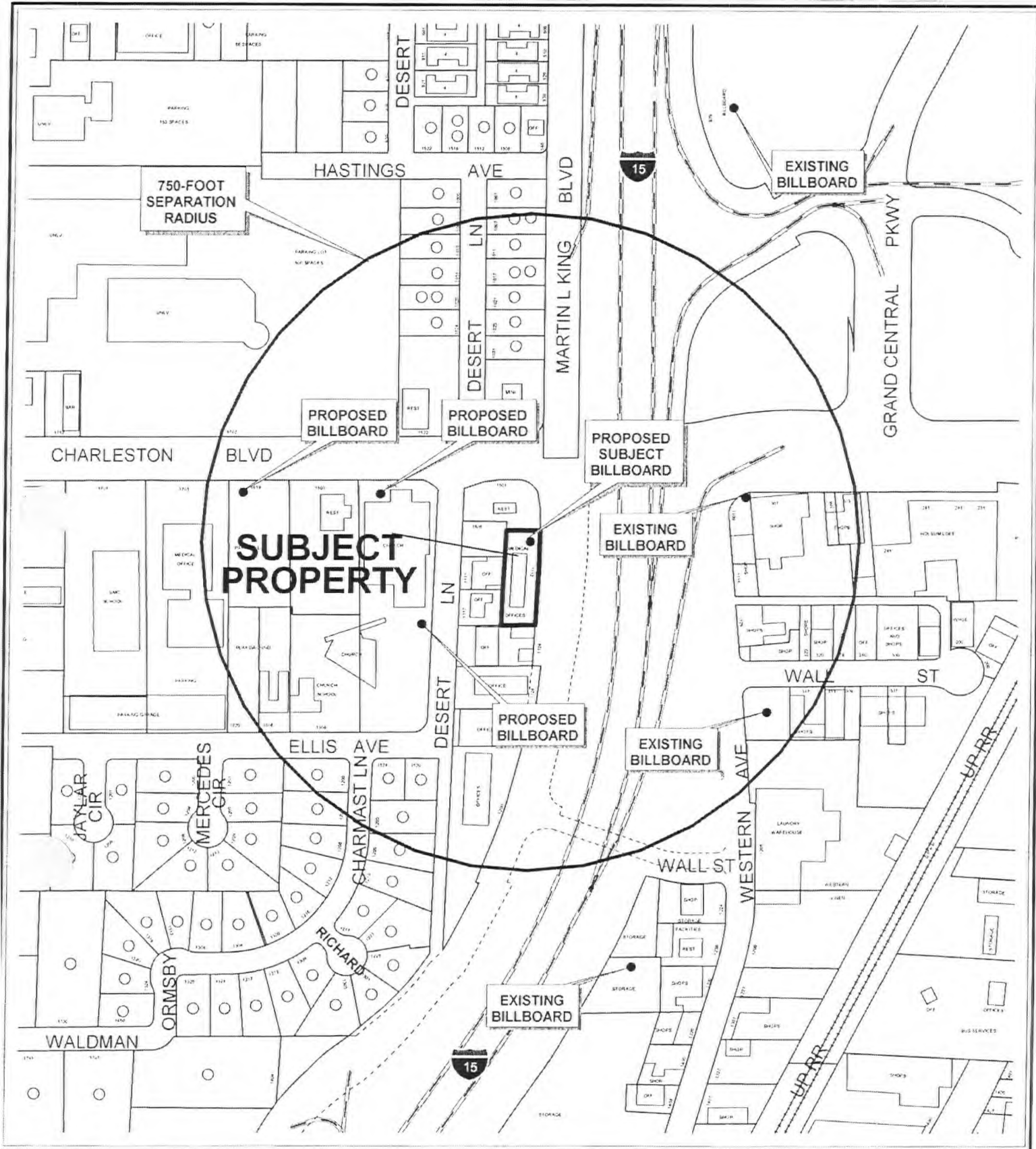


CASE: SUP-13362

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)





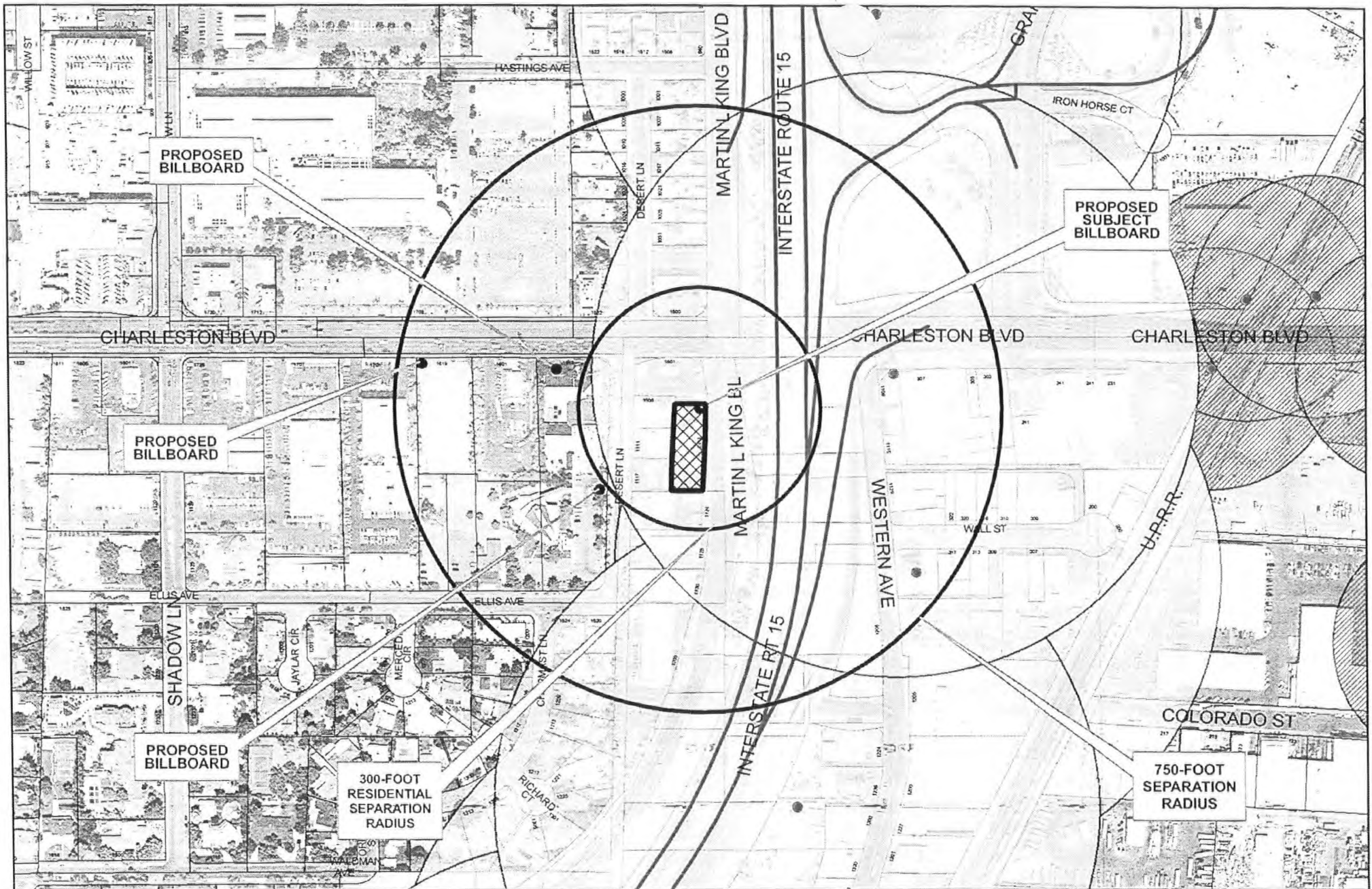
CASE: SUP-13362

SEPARATION RADIUS: 750 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 400 800 Feet





SUP-13362

City of Las Vegas Billboard Data

- | | | |
|--|--|---|
|  Subject Parcel |  300 Foot Buffer Around Billboard |  Residential Zoned Property |
|  City of Las Vegas Billboard Location |  750 Foot Buffer Around Freeway Billboard |  Off Premise Sign Exclusion Area |
|  Clark County Billboard Location | |  Exempt - Off Premise Area Sign Area |



AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE - SUP-13362 - APPLICANT: EMPIRE MEDIA -
OWNER: HIGHLAND PARTNERSHIP LP**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 4, 2006 CITY COUNCIL
MEETING AT THE REQUEST OF THE APPLICANT.***

**** CONDITIONS ****

The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to:

Planning and Development

1. The billboard shall be placed so that it is perpendicular to I-15.
2. The billboard face shall consist of static vinyl panels, or a similar material as approved by the Planning and Development Department
3. Animated and electronic message unit signage is prohibited.
4. The billboard shall not be internally or externally illuminated.
5. The billboard is limited to the exact height as specified in the public hearing notice. If the height of the adjacent freeway increases, the billboard is not entitled to any height increases allowed by Title 19 or Nevada Revised Statutes.
6. Prior to the issuance of any building permits, the applicant shall submit a site plan which includes a stamped certification, signed by a professional engineer, which includes the exact distances to the nearest residential property and to all other billboards and which states that the billboard complies with all separation requirements.
7. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a off-premise advertising (billboard) use.
8. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.
9. This Special Use Permit shall be reviewed in two years at which time the City Council may require the Off-Premise Advertising (Billboard) Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.

10. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.
11. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.
12. Only one advertising sign is permitted per sign face.
13. If the existing off-premise sign is voluntarily demolished, this Special Use Permit shall be expunged and a new off-premise sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.
14. Bird deterrent devices shall be installed on the sign.

Public Works

15. The proposed (billboard) sign shall not be located within the public right-of-way or interfere with Site Visibility Restriction Zones. The sign base shall not be located within existing or proposed public sewer or drainage easements.

**** STAFF REPORT ****

APPLICATION REQUEST

This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Special Use Permit for a 75 foot tall, 20 foot x 24 foot off-premise advertising sign (billboard) at 1112 South Martin L. King Boulevard

This billboard is one of four to be considered on this agenda. Staff has prepared a map of the proposed billboard locations, on which the subject sign is identified as billboard "D"

EXECUTIVE SUMMARY

The proposed billboard meets the separation requirements and is compatible with the commercial land use designation of the immediate vicinity.

This billboard is one of four to be considered on this agenda. Staff has prepared a map of the proposed billboard locations, on which the subject sign is identified as billboard "D"

BACKGROUND INFORMATION

A) *Related Actions*

08/10/06 The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #18/ar).

B) *Pre-Application Meeting*

04/27/06 Staff explained the requirements for a Special Use Permit

C) *Neighborhood Meetings*

A neighborhood meeting is not required as part of this application request, nor was one held.

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Net Acres: 0.39 acres

B) Existing Land Use

Subject Property: Medical Offices
 North: Restaurant
 South: Offices
 East: I-15 Right-of-way
 West: Offices

C) Planned Land Use

Subject Property: SC (Service Commercial)
 North: SC (Service Commercial)
 South: SC (Service Commercial)
 East: I-15 Right-of-way
 West: SC (Service Commercial)

D) Existing Zoning

Subject Property: C-1 (Limited Commercial)
 North: C-1 (Limited Commercial)
 South: C-1 (Limited Commercial)
 East: I-15 Right-of-way
 West: C-1 (Limited Commercial)

E) General Plan Compliance

- a. Centennial Hills General Plan
- b. Southwest General Plan
- c. Southeast General Plan

The southeast Sector Map of the General Plan designates this site for SC (Service Commercial) land uses

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan	X	
Charleston/Rancho Study Area	X	
Special Overlay District		X
Fremont Street Experience		
Historic Preservation Site		
Technology Center		
Las Vegas Enterprise Park		
Las Vegas Spectrum		
Lewis Street Corridor		
Signage District		
Gaming District		
Entertainment District		
John S. Park Historic Neighborhood		
Airport Overlay District		
Trails		X

The Charleston/Rancho study also designates this site for Service Commercial uses.

ANALYSIS

A) *Zoning Code Compliance*

A1) Minimum Distance Separation Requirements

The Off-Premise Advertising (Billboard) Sign is subject to a minimum 300-foot separation from other off-premise advertising signs not oriented toward I-15. There are no existing billboards within the separation distance, and the applicant has indicated that this billboard will be at least 300 feet from the billboards that are proposed under Special Use Permits SUP-13490, SUP-13494, and SUP-13495.

The billboard is also subject to a minimum 750-foot separation from other off-premise advertising signs that are oriented toward I-15 and located on the same side of the Interstate. There are no existing billboards within the separation distance,

In addition, the sign cannot be located less than 300 feet from the nearest property line of a lot in the "R" Zoning District. The nearest "R" zoned property is located approximately 530 feet to the south of the proposed location.

A2) Off-Premise Sign Requirements

Pursuant to Title 19.04, the following Standards apply to the subject proposal:

Standards	Code Requirement	Proposed	Compliance
Location	No off-premise sign may be located within the public right-of-way	Located west of the Martin L. King Boulevard right-of-way	Y
Zoning	Off-premise signs are permitted in the C-1, C-2, C-M and M Zoning Districts only	Located within a C-1 (Limited Commercial) zoning district	Y
Area	No off-premise sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	The north faces are each 480 square feet.	Y
Height	Signs within 150 feet of an elevated highway may be elevated 30 feet above the highway	Maximum height of 30 feet above highway	Y

Setback	Off-premise signs shall not be located closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.	The subject sign is set back approximately 120 feet from the right-of-way line of the intersection of Charleston Boulevard and Martin L. King Boulevard	Y
Screening	All structural elements of an off-premise sign to which the display panels are attached shall be screened from view.	Screened from view by sign panels	Y
Other	All off-premise signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Permanently secured to ground; located on strictly commercial property	Y

The proposed Off-Premise Advertising (Billboard) Sign meets the provisions of the Title 19 sign code.

B) General Analysis and Discussion

- Zoning

The subject site is zoned C-1 (Limited Commercial). An Off-Premise Advertising (Billboard) Sign is a permitted use in this district with the approval of a Special Use Permit. It is not located within the Off-Premise Sign Exclusionary Zone.

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.”**

This proposed use would be located in the SC (Service Commercial) General Plan designation and in the C-1 (Limited Commercial) zoning district. This area is characteristic of commercial development, and is compatible with this proposed billboard.

2. **“The subject site is physically suitable for the type and intensity of land use proposed.”**

There are no physical constraints to the location of the use on the subject site.

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.”**

There are no requirements for access to a property containing an Off-Premise Advertising (Billboard) Sign.

4. **“Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.”**

If approved, the off-premise sign will be subject to regular inspection and will not compromise the public health, safety or welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

17

ASSEMBLY DISTRICT 9

SENATE DISTRICT 3

NOTICES MAILED 89 by City Clerk

APPROVALS 0

PROTESTS 1



SUP-13362

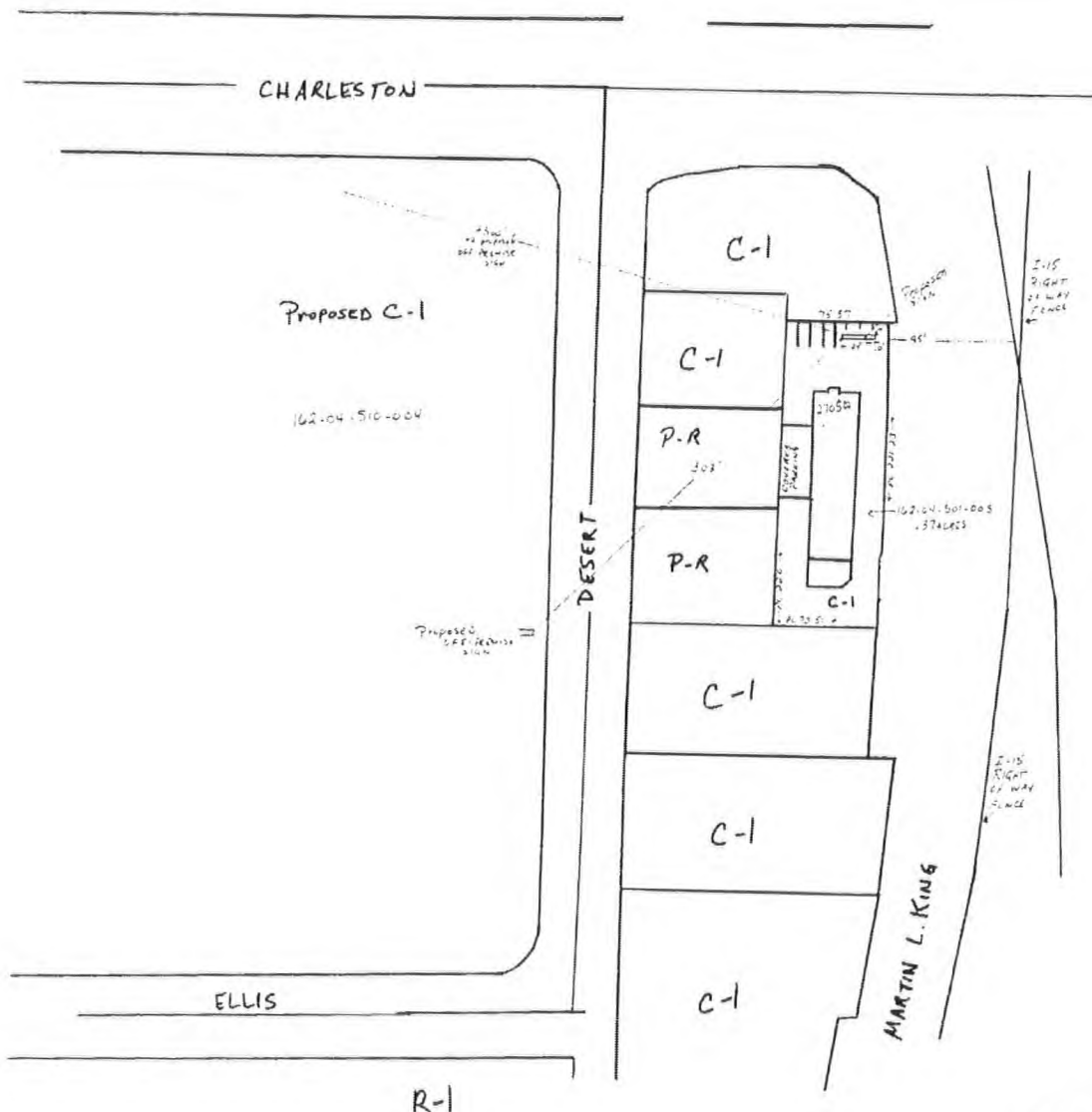
Name of Applicant: Highland Partnership

Yes ☒ No

APN: _____

Print Name: A. R. Eminger, Gen'l Mgr.

F:\depot\Application Packet\Statement of Financial Interest doc



SUP-13362
08/10/06 PC

HIGHWAY PARTNERSHIP 1980 L.P.	
Address: 100	Project: 100
City: ESCALANTE	County: KANE
OWNER: NCDOT	



SUP-13362 - APPLICANT: EMPIRE MEDIA - OWNER: HIGHLAND PARTNERSHIP LP
1112 SOUTH MARTIN L. KING BOULEVARD
AUGUST 10, 2006 PLANNING COMMISSION

06/20/06



SUP-13362 - APPLICANT: EMPIRE MEDIA - OWNER: HIGHLAND PARTNERSHIP LP
1112 SOUTH MARTIN L. KING BOULEVARD
AUGUST 10, 2006 PLANNING COMMISSION

06/20/06



SUP-13362 - APPLICANT: EMPIRE MEDIA - OWNER: HIGHLAND PARTNERSHIP LP
1112 SOUTH MARTIN L. KING BOULEVARD
AUGUST 10, 2006 PLANNING COMMISSION

06/20/06



SUP-13362 - APPLICANT: EMPIRE MEDIA - OWNER: HIGHLAND PARTNERSHIP LP
1112 SOUTH MARTIN L. KING BOULEVARD
AUGUST 10, 2006 PLANNING COMMISSION

06/20/06



SUP-13362 - APPLICANT: EMPIRE MEDIA - OWNER: HIGHLAND PARTNERSHIP LP
1112 SOUTH MARTIN L. KING BOULEVARD
AUGUST 10, 2006 PLANNING COMMISSION

06/20/06

EMPIRE MEDIA ADVERTISING, INC.
5521 Magi Ranch Court
Las Vegas, Nevada 89128
(702)497-6344

Justification Letter

April 14, 2006

City of Las Vegas
Planning and Development Department
731 South Fourth Street
Las Vegas, Nevada 89101

Dear City Representative:

I am hereby requesting a Special Use Permit for one off-premise advertising sign 24'x28' with an overall height of 30' above road grade as allowed by code for the following reasons:

- The property is zoned C-1.
- This proposed use does not impact current use of the property and does not impact surrounding parcels.
- This is an appropriate location for this use.
- Any delay in applying would create a financial hardship.
- Although there has been speculation as to Martin L. King improvements the land owner has already lost a portion of this property for improvements and no attempt to condemn this land exists

Thank you in advance for your anticipated time and attention concerning this matter.

Sincerely,

Michael S. Cordero
General Manager/ Principal

SUP-13362
08/10/06 PC

MAY 01 2006

EMPIRE

media advertising, inc.

5521 Magi Ranch Court Las Vegas, NV 89131 Tel: (702) 497-6344 Fax: (702) 255-6980 Email: empiremedia@cox.net

August 14, 2006

City of Las Vegas
City Clerk's Office
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101

RECEIVED
CITY CLERK
2006 AUG 14 A 9:46

RE: August 10, 2006 Planning Commission Meeting

18. ABEYANCE - SUP-13362 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT:
EMPIRE MEDIA - OWNER: HIGHLAND PARTNERSHIP LP - Request for a Special Use Permit FOR A 75 FOOT TALL, 20 FOOT X 24 FOOT OFF-PREMISE ADVERTISING SIGN (BILLBOARD) at 1112 South Martin L. King Boulevard (APN 162-04-501-005). C-1 (Limited Commercial) Zone], Ward 1 (Tarkanian). - **DENIED - FINAL ACTION**

Dear Sir/Madam:

Please allow this letter to serve as formal notice that we wish to appeal the decision made by the planning commission at the meeting mentioned above. Please forward this item to the next City Council Meeting.

Should you have any questions or concerns regarding this matter, please do not hesitate to contact me at (702) 682-4949.

Sincerely,



Michael S. Cordero
General Manager/Owner

**KUMMER
KAEMPFER**
**KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO**

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ROBERT J. GRONAUER

rgronauer@kkbrf.com
702.792-7000
 LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.792.7181

 RENO OFFICE
5585 Kierzke Lane
Reno, NV 89511
Tel: 775.852.3000
Fax: 775.852.3982

 SUMMERLIN OFFICE
3426 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89129
Tel: 702.693.4260
Fax: 702.638.6457

 CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.682.1311
Fax: 775.682.0257

October 17, 2006

VIA FACSIMILE

382-4803

 Ms. Barbara Jo Ronemus
City Clerk
City of Las Vegas
400 E. Stewart, 1st Fl.
Las Vegas, NV 89101

 Re: **SUP-13362**
Item #124 on October 18, 2006 Agenda

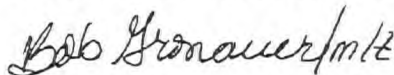
Dear Ms. Ronemus:

Our office represents the applicant in the above-referenced matter. We respectfully request that this item be held from the presently scheduled City Council hearing of October 18, 2006 until November 15, 2006. The additional time is needed to hold another neighborhood meeting.

Thank you for your cooperation and please call if you have any questions.

Sincerely,

KUMMER KAEMPFER BONNER RENSCHAW & FERRARIO



Robert J. Gronauer

RJG/mlt

 cc: Maureen Peckman (via fax: 876-5612)
Jeannie Maust (via fax: 382-8558)


255826_1.DOC

Continued after final agenda

Date 10/17/06 Item #124 13272.3

**NOTE: THE FOLLOWING DOCUMENTATION
WAS SUBMITTED FOR THE RECORD BEFORE
OR AT THE PLANNING COMMISSION HEARING
ON THIS ITEM WHICH IS NOW APPEARING
BEFORE THE CITY COUNCIL**

Thomas M. Arlt
1721 Bannie Avenue
Las Vegas, NV 89102

August 4, 2006

Planning and Development Department
Current Planning Division
Development Services Center
731 South Fourth Street
Las Vegas, NV 89101

To Whom It May Concern:

I received the Notice of Public Hearing, SUP 13362, SUP 13490, and SUP 13495. These are petitions requesting special use permits to be issued, which would allow for the construction and installation of billboards at three sites near the intersection of Martin L. King Dr. and Charleston Blvd.

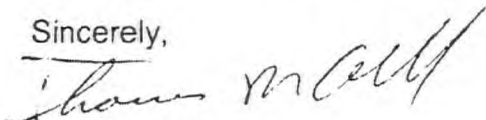
I was present at the meeting of July 13, 2006 where I planned to voice my objection to these three proposed billboards. As you know, the hearings on these three proposals were continued until the August meeting. As I will be out of town on business at that time I would like to express my objections in writing.

As a resident of the Scotch 80's area I object to the use of more billboards in this area. The billboard located near the intersection of Charleston and Rancho has objectionable material on it more times than not. The area near Charleston and Martin L. King is already congested and cluttered. Billboards would add nothing of value to this area.

I am wondering what the ulterior motive of the petitioners is in trying to get permits for the billboards at this time. This area is destined to be re-configured in the next couple of years when Project Neon begins, which is going to affect the intersection with the construction of new ramps for I-15, flyovers linking Martin L. King to Western and Industrial and widening I-15 itself. Will taxpayers' dollars be used to pay the owner of the billboards for their property and potential lost income?

Again, to summarize, I would like to register my objection to the proposed billboards - SUP 13362, SUP 13490, and SUP 13495.

Sincerely,


Thomas M. Arlt

ITEM NO.: 16, 17, 18
CASE NO. SUP 13495, SUP 13490
PC MEETING: 8 10:06 SUP 13362

LAW OFFICE OF L. EARL HAWLEY

916 CASINO CENTER BOULEVARD

LAS VEGAS, NEVADA 89101

(702) 382-8910

FAX (702) 382-6675

July 03, 2006

City of Las Vegas
Planning and Development Dept.
Current Planning Division
Development Services Center
731 South Fourth Street
Las Vegas, Nevada 89101

Re: SUP 13494, 134954, 13372, 13362, 13490
SDR 13820

To Whom It May Concern:

This is to advise you on behalf of the entity I represent, that objection to above permit applications is hereby made. Traffic in the area is a problem now and proposed development in the immediate area is only going to increase financial costs to the public, as well as create hazards that could result in accidents.

Very truly yours,


L. Earl Hawley, Esq.

LEH/sv

ITEM # 19
CASE # SWD-13362
PC MTG 8-10-06

Jul 10 3 02 PM '06

P

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SPECIAL USE PERMIT

SUP-14684 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DESERT INN CVS, L.L.C. DBA CVS PHARMACY 2955 - OWNER: SCP 2002E-40, L.L.C. - Request for a Special Use Permit FOR A RETAIL ESTABLISHMENT WITH ACCESSORY PACKAGE LIQUOR OFF-SALE at 3290 South Fort Apache Road (APN 163-08-421-004), C-1 (Limited Commercial), Ward 2 (Wolfson). NOTE: To be heard in conjunction with Morning Session Item 65. The Planning Commission (7-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

1

City Council Meeting

2

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting documentation
4. Justification Letter
5. Two protest letters
6. Submitted at meeting - 1-25-2006 Planning Commission minutes and e-mail from Donna Toussaint by Councilman Wolfson
7. Backup referenced from the 08-10-06 Planning Commission meeting Item 8

Motion made by STEVE WOLFSON to Deny

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)

Minutes:

MAYOR GOODMAN declared the Public Hearing open for Item 125 [SUP-14684] and Item 65.

ATTORNEY MATTHEW DUSHOFF appeared on behalf of the applicant and thanked COUNCILMEN WOLFSON and WEEKLY for working with him. He explained this

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

application was an attempt to ensure uniformity among the CVS stores which included all Sav-On stores. ATTORNEY DUSHOFF noted that no one attended the neighborhood meeting held in COUNCILMAN WEEKLY'S Ward besides the applicant's representatives. He added that alcohol advertisements would not be displayed and that vagrants would not become an issue at this site.

DEPUTY CITY ATTORNEY BRYAN SCOTT informed COUNCILMAN WEEKLY that site-specific conditions are appropriate in this situation and others because neighborhoods widely vary in their needs and concerns.

COUNCILMAN WEEKLY recalled that the applicant had informed him that alcohol would not be sold at the 6391 West Lake Mead Boulevard location. He noted the lack of comment from the neighbors and stated that while he did not feel alcohol sales were appropriate at this site, it was apparent that the neighbors were not opposed to this use.

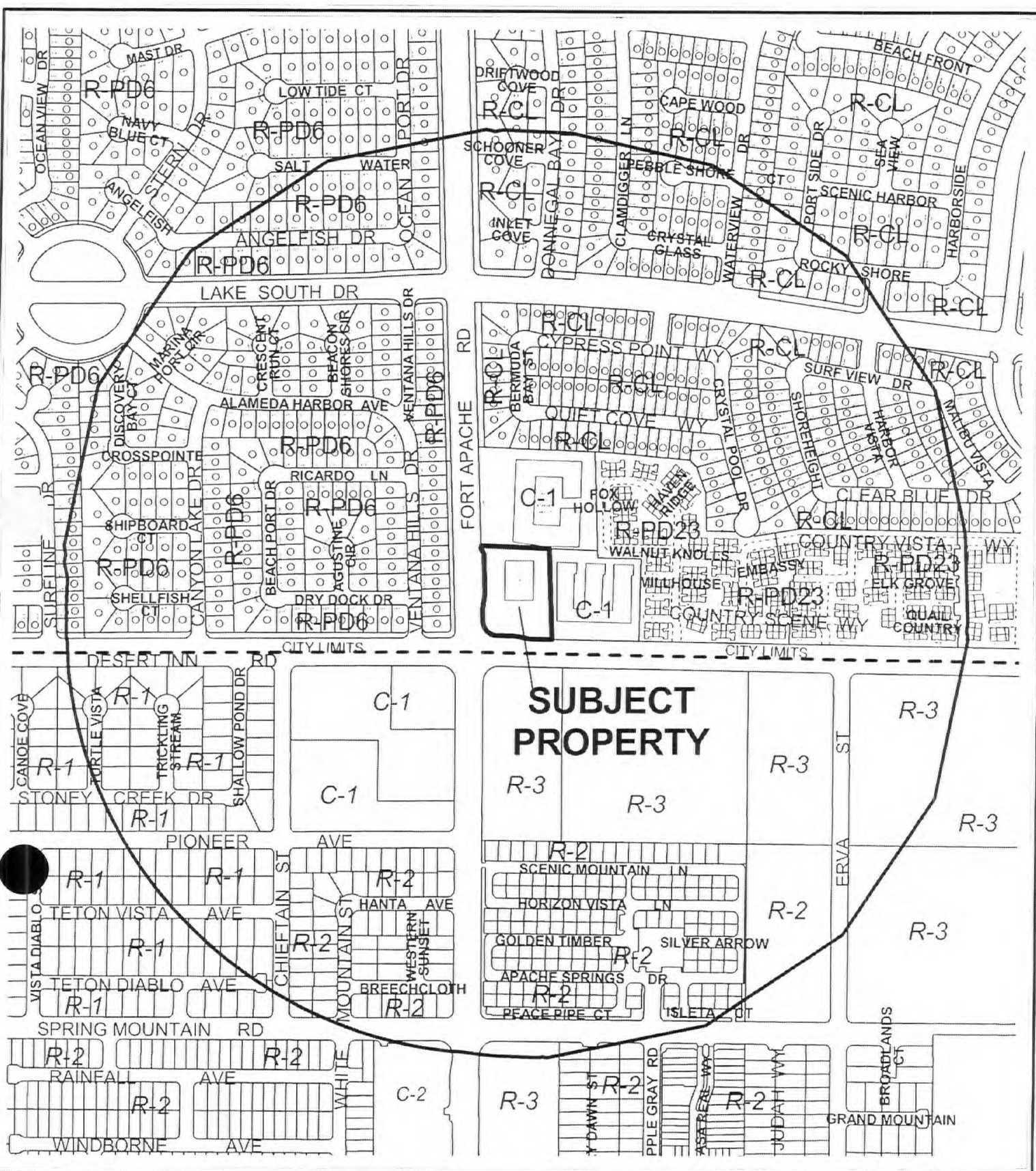
COUNCILMAN WOLFSON expressed his disappointment in the lack of attendance at the neighborhood meeting held for the 3290 South Fort Apache Road location and referenced a letter of opposition. COUNCILMAN WOLFSON referenced Planning Commission minutes regarding this site and pointed out the applicant had promised this store would not have any gaming or liquor sales.

ATTORNEY DUSHOFF responded that the concerns regarding vagrancy and signage had been addressed.

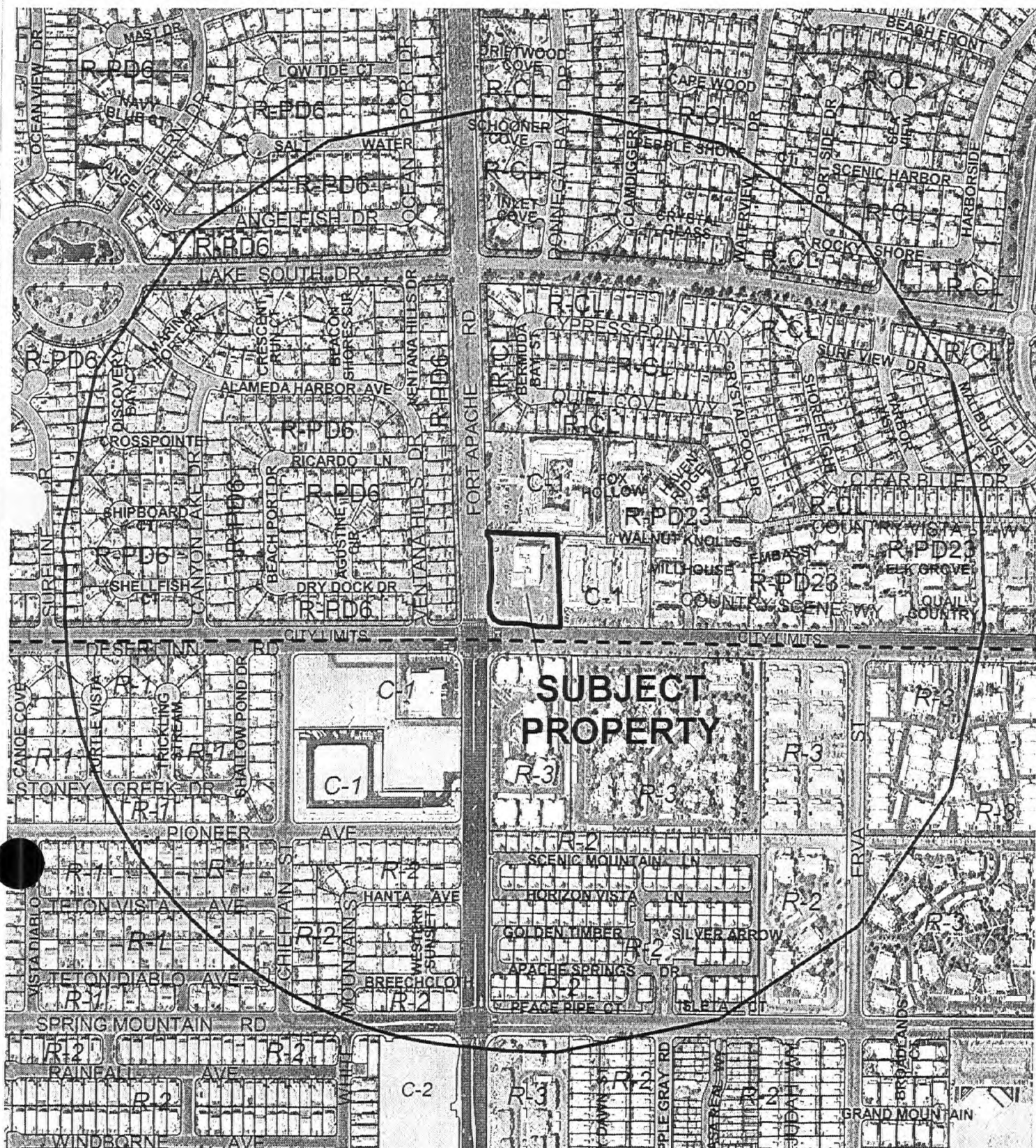
COUNCILMAN WOLFSON expressed his support for the neighborhood's concern and stated he could not support this application because the applicant had made a commitment that liquor sales and gaming would not occur at this location. ATTORNEY DUSHOFF explained that the business had changed.

JIM DiFIORE, Manager of Business Services, explained that a denial of the liquor license would prevent CVS from applying for any liquor licenses at other locations within the City of Las Vegas for one year. He recommended the liquor license application be stricken.

MAYOR GOODMAN declared the Public Hearing closed for Item 125 [SUP-14684] and Item 65.



CASE: SUP-14684
RADIUS: 1500 FT
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



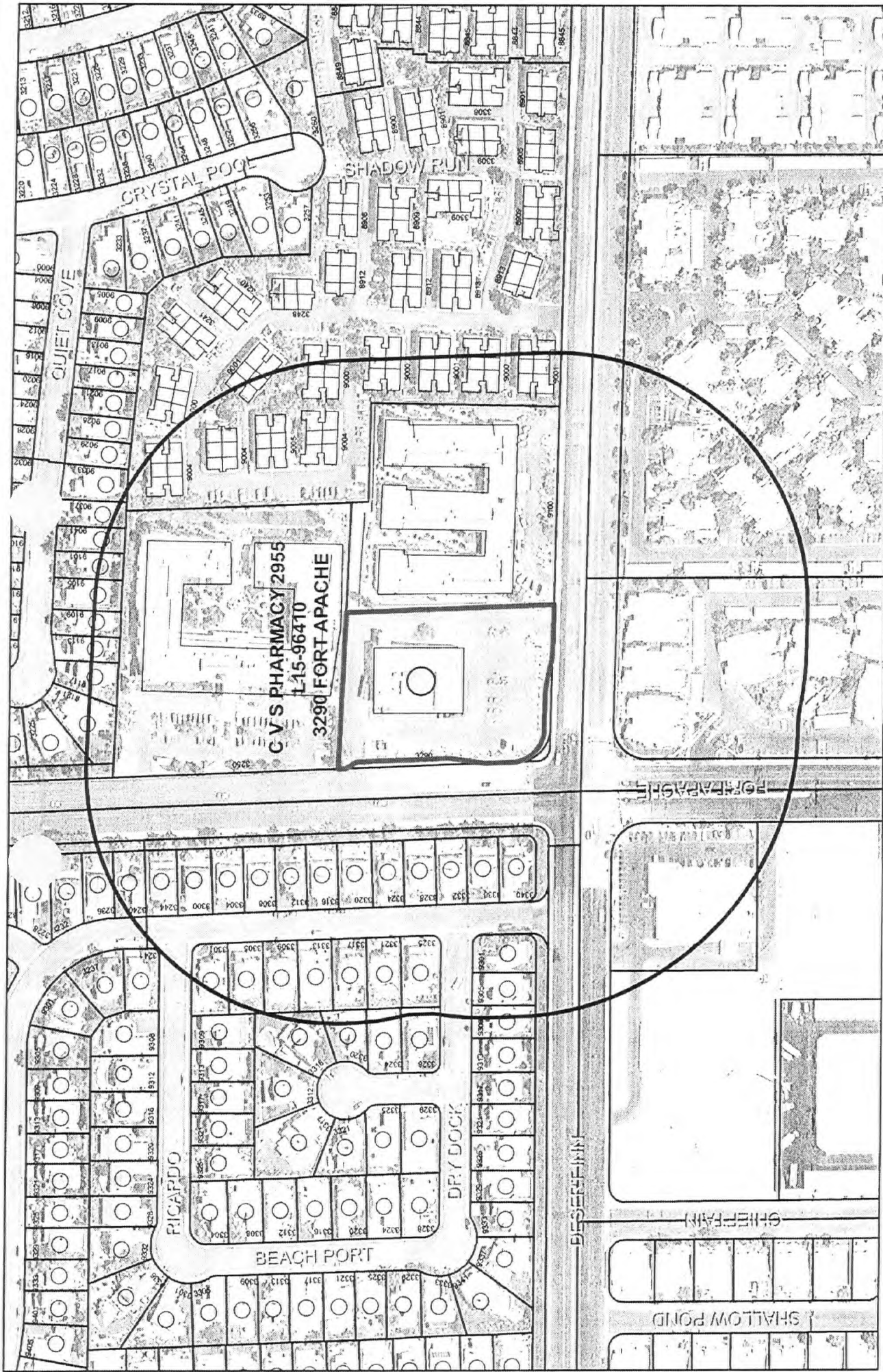
CASE: **SUP-14684**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 300 600 Feet





SUP-14684

Package Liquor Sales

Business Licenses

- Child Care/
- Children Facility
- Tavern
- Supper Club/
- Restaurant Service Bar
- Liquor on/off Sales

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- 400 foot buffer



AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE - SUP-14684 - APPLICANT: DESERT INN CVS,
L.L.C. DBA CVS PHARMACY 2955 - OWNER: SCP 2002E-40, L.L.C.**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 6, 2006 CITY
COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.***

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for Retail Establishment With Accessory Package Liquor Off-Sale use.
2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. Approval of this Special Use Permit does not constitute approval of a liquor license.
4. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.
5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
6. The space used for the sale of package liquor shall be limited to 10% of the overall floor area of the building.
7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Special Use Permit for a Retail Establishment with Accessory Package Liquor Off-Sale at 3290 South Fort Apache Road.

EXECUTIVE SUMMARY

This request will not alter the characteristics of the existing site. Rather, it will add an accessory use to a CVS pharmacy. All of the conditions of Title 19.04 are met, along with parking standards. Staff supports the request.

BACKGROUND INFORMATION

A) *Related Actions*

- 01/25/01 The Planning Commission approved a Site Development Plan [Z-0122-87(2)] for a 13,903 square foot drug store on the subject property.
- 10/29/03 The City Council approved a Master Sign Plan (MSP-2842) for an existing retail store. The Planning Commission and staff recommended approval.
- 08/10/06 The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #8/ng).

B) *Pre-Application Meeting*

- 05/25/06 A pre-application meeting with the applicant was held and the following items were discussed:
- Staff informed the applicant of the conditions that are automatically applicable to this type of use.
 - Staff informed the applicant of the parking requirements for retail establishments with accessory package liquor off-sale.

C) *Neighborhood Meetings*

A neighborhood meeting is not required as part of this application request, nor was one held.

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Net Acres: 1.84

B) *Existing Land Use*

Subject Property: CVS
 North: Office/Commercial
 South: Multi-Family Residential
 East: Office/Commercial
 West: Single-Family Residential

C) *Planned Land Use*

Subject Property: SC (Service Commercial)
 North: SC (Service Commercial)
 South: Clark County
 East: SC (Service Commercial)
 West: ML (Medium Low Density Residential)

D) *Existing Zoning*

Subject Property: C-1 (Limited Commercial)
 North: C-1 (Limited Commercial)
 South: Clark County
 East: C-1 (Limited Commercial)
 West: R-PD6 (Residential Planned Development – 6 Units per Acre)

E) *General Plan Compliance*

The subject site is located in the Southwest Sector of the General Plan. Within that Sector, it has a land use designation of SC (Service Commercial), which allows a variety of commercial uses that serve primarily local area patrons. The underlying zoning of C-1 (Limited Commercial) is compatible with this designation.

<i>SPECIAL DISTRICTS/ZONES</i>	Yes	No
Special Area Plan	X	
The Lakes	X	
Special Overlay District		X
Trails		X
Rural Preservation Overlay District		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment	X	
Project of Regional Significance	X	

The Lakes

The subject site is located in The Lakes plan area. There are no additional development standards that apply to projects in this area.

Development Impact Notification Assessment/Project of Regional Significance

Due to its proximity to Clark County, the applicant was required to submit an Environmental Impact Assessment. The information contained in this assessment is described in detail below.

INTERAGENCY ISSUES

Pursuant to Ordinance No. 5477, the proposed project is deemed to be a "Project of Regional Significance" for the following reasons:

1) Any Special Use Permit within 500' of an adjacent jurisdiction.

An Environmental Impact Assessment questionnaire was circulated to the affected Agencies and Entities for the mandated 15-day period. A summary of the comments received, including recommendation for mitigation measures is as follows:

There were no comments received from affected departments.

The Planning Commission shall consider the Environmental Impact Assessment and the proposed mitigation measures prior to make a decision on the proposal.

ANALYSIS

A) Zoning Code Compliance

A1) Parking and Traffic Standards

Pursuant to Title 19.10, the following Parking Standards apply to the subject proposal:

Uses	GFA	Ratio	Required		Provided	
			Parking		Parking	
			Regular	Handicap	Regular	Handicap
General Retail	11,987 SF.	1 Space / 175 SF GFA	69	3	80	3
TOTAL			69 (including handicap accessible)	3	80 (including handicap accessible)	3

The subject proposal meets current Title 19.10 standards for parking for this type of use.

B) General Analysis and Discussion

- Zoning

The subject proposal meets all the development standards for the C-1 (Limited Commercial) zone as outlined in Title 19.08. Adequate parking is provided and the subject site is not located within the minimum separation distance area from protected properties. Because the structure currently exists, no additional development standards apply.

- Use

All conditions for Retail Establishments with Accessory Package Liquor Off-Sale are met by this request. As it is located at a major intersection (South Fort Apache Road and West Desert Inn Road), this use is appropriate for the area and will be compatible with surrounding uses. It should be noted that a condition has been added above that will limit the floor area to be used for the sale of package liquor to 10% of the total floor area. The floor plans indicate that 80 square feet of the 9,682 square foot retail floor area will be designated for alcohol sales. This represents less than 1% of the floor area.

- Conditions

The following conditions apply to the proposed use:

1. Except as otherwise provided in this Chapter, no retail establishment with accessory package liquor off-sale (hereinafter "establishment") shall be located within four hundred feet of any church, synagogue, child care facility licensed for more than twelve children, or City park.
2. Except as otherwise provided in Paragraph 3 below, the distances referred to in Paragraph 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purpose of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:
 - a. Any leasehold parcel; or
 - b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Paragraph 1.
3. In the case of an establishment property to be located on a parcel of at least eighty acres in size, the minimum distances referred to in Paragraph 1 shall be measured in a straight line:

4.
 - a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or
 - b. In the case of a proposed establishment which will be located within a shopping center or other multiple-tenant structure, from the nearest property line of the existing use to the nearest property lines of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.
5. When considering a Special Use Permit application for an establishment which also requires a waiver of the distance limitation in Paragraph 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.
6. The minimum distance requirements in Paragraph 1 do not apply to:
 - a. An establishment which has a nonrestricted gaming license in connection with a hotel having two hundred or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of two hundred guest rooms after July 1, 1992; or
 - b. A proposed establishment having more than fifty thousand square feet of retail floor space.
7. All businesses which sell alcoholic beverages shall conform to the provisions of Chapter 6.50 of the Las Vegas Municipal Code.
8. The minimum distance requirements set forth in paragraph 1, which are otherwise nonwaivable under the provisions of this subdivision, maybe be waived:
 - a. In accordance with the provisions of Section 19.040.050(A)(4) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;
 - b. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) Zoning District and which is designated MS-TC (Main Street Mixed Use) in the Town Center Land Use Plan; or
 - c. In connection with a retail establishment having less than twenty thousand square feet of retail floor space, if the area to be used for the sale, display or merchandising of alcoholic beverages and each use to be protected are separated by a highway or right-of-way with a width of at least one hundred feet.

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 subject proposal is compatible with the General Plan and with the surrounding land uses.

2. **“The subject site is physically suitable for the type and intensity of land use proposed.”**

The existing CVS site can accommodate accessory package liquor off-sale.

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 site is served by South Fort Apache Road (a 100-foot primary arterial) and West Desert Inn Road (a 100-foot primary arterial).

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 request will not compromise the public health, safety or general welfare of the surrounding neighborhood nor compromise the objectives of the General Plan.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

6

ASSEMBLY DISTRICT 5

SENATE DISTRICT 8

NOTICES MAILED 1,293 by City Clerk

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-14684** APN: 163-08-421-004

Name of Property Owner: S C P 2002E-40, L.L.C.

Name of Applicant: Desert Inn CVS, L.L.C. dba CVS Pharmacy #2955

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: Robert G Sydney Manager of LLC

Print Name: Robert G Sydney

Subscribed and sworn before me

This 13 day of June, 2006

Maria I Fernandez
Notary Public in and for said County and State



MARIA I FERNANDEZ
Notary Public
Notary Commission Expires
October 12, 2012

Vicinity Map

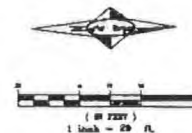


BENCHMARK

CITY OF LAS VEGAS BECHTOLD MARK 80. N.Y.S.-7282 BURNS A BRK
AND PLATE IN TOP OF CURB NW CORNER OF CORSTEN RD ROAD
AND FORT SPACIAL BOND.
CLEANING 27.6131 PUL ON 883.1847 10 TOP, 1400 1988.

BASIS OF BEARINGS

WOMAN DENIES ANY KNOWLEDGE OF THE DISAPPEARANCE OF THE DAUGHTER OF A MEMBER OF THE BLACK PANTHER PARTY. (P)



RESIDENTIAL

SIGNAGE AND STRIPING NOTES

1. INSTALL RT-1 (20'x30') SIGN.
2. INSTALL RT-8 (12'x12') AND "VAN ACCESSIBLE" SIGNS.
3. INSTALL RT-8 SIGN.
4. INSTALL WHITE PAINTED PARKING STALL (FIP.)
5. PAINT CURB RED (FIVE LANE)
6. CONTRACTOR TO STRIPE 15'x25' AREA FOR TRUCK LOADING.
7. CONTRACTOR TO STRIPE 6' WIDE PATH FOR HANDICAPPED ACCESS.
8. INSTALL WHITE PAINTED DIRECTIONAL ARROWS (TYP.)
9. INSTALL ACCESSIBLE ASILE PAYMENT MARKINGS
10. INSTALL WHITE PAINTED DRIVE THRU ARROWS 8'x20'

CVS SIGNAGE (BY OTHERS)

- (J) EXIT W/ DIRECTIONAL ARROWS SIGN
- (K) DRUGS-THRU PHARMACY W/DIRECTIONAL ARROWS SIGN
- (L) DO NOT ENTER/THANK YOU SIGN
- (M) LARGE PYLON SIGN W/3 APPENDAGES (24" O.A.L. #5.17 SOFT.)

SHORT NOTES

1. CYS SIGNAGE TO BE DONE BY OTHERS.
2. CYS SIGN INFORMATION OBTAINED FROM SITE SIGN LAYOUT DATED
3. SEE ARCHITECTURAL PLANS FOR ATTACHED BUILDING SIGNAGE.

TOTAL SQ. FT.	11,987 S.F.	METAL SQ. FT.	9,682 S.F.
STOCK SQ. FT.		NO. SQ. FT.	
TOTAL			
ORDER 987 S.F.		875 S.F.	
MEZZANINE		BASEMENT	
1,521 S.F.		N/A	
DATE:	1/19/01	SERVICE AREA	588 S.
PLUMBING WORK		LAYOUT OF	
REC		JOCCULARY	

CVS

CVS

2954

Store 2955
Parking Calculation:
 Required: 4 spaces/1,000 s.f.

11,987 s.f.
80 parking spaces
(48 spaces required)

(48 spaces required)
RECEIVED
JUN 23 2006

SUP-14684
08/10/06 PC



SUP-14684 - APPLICANT: DESERT INN CVS, L.L.C. DBA CVS PHARMACY 2955 - OWNER: SCP 2002E-40, L.L.C.
3290 SOUTH FORT APACHE ROAD
AUGUST 10, 2006 PLANNING COMMISSION

07/20/06



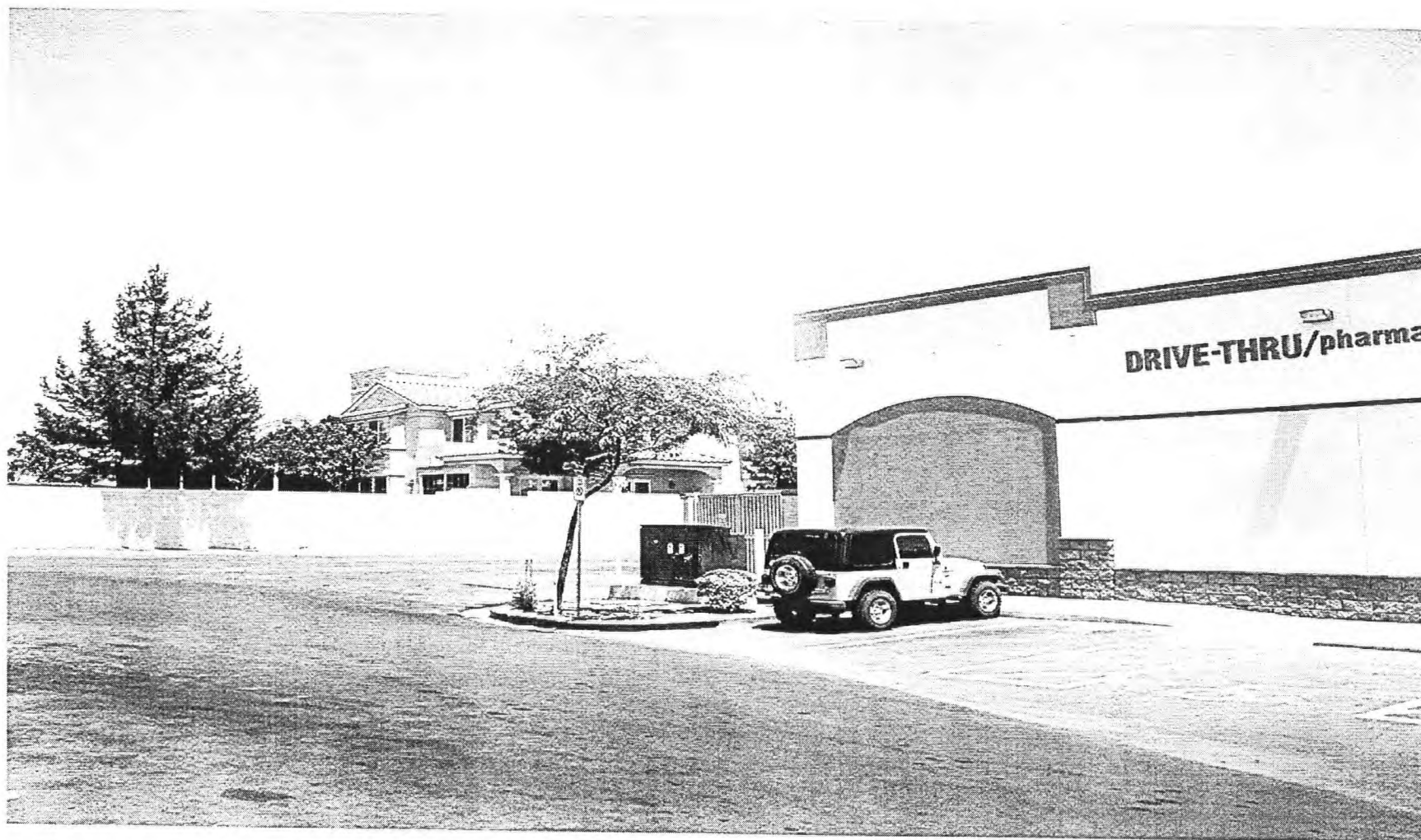
SUP-14684 - APPLICANT: DESERT INN CVS, L.L.C. DBA CVS PHARMACY 2955 - OWNER: SCP 2002E-40, L.L.C.
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AUGUST 10, 2006 PLANNING COMMISSION

07/20/06



SUP-14684 - APPLICANT: DESERT INN CVS, L.L.C. DBA CVS PHARMACY 2955 - OWNER: SCP 2002E-40, L.L.C.
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AUGUST 10, 2006 PLANNING COMMISSION

07/20/06



SUP-14684 - APPLICANT: DESERT INN CVS, L.L.C. DBA CVS PHARMACY 2955 - OWNER: SCP 2002E-40, L.L.C.
3290 SOUTH FORT APACHE ROAD
AUGUST 10, 2006 PLANNING COMMISSION

07/20/06



SUP-14684 - APPLICANT: DESERT INN CVS, L.L.C. DBA CVS PHARMACY 2955 - OWNER: SCP 2002E-40, L.L.C.

3290 SOUTH FORT APACHE ROAD

AUGUST 10, 2006 PLANNING COMMISSION

07/20/06

MATTHEW D. SALTZMAN

LAW OFFICES
KOLESAR & LEATHAM, CHTD.
WELLS FARGO FINANCIAL CENTER
3320 WEST SAHARA AVENUE
SUITE 380
LAS VEGAS, NEVADA 89102

TELEPHONE
702/362-7800
TELECOPIER
702/362-9472

June 22, 2006

Via Hand-Delivery

City of Las Vegas
Planning & /Development Department
731 South 4th Street
Las Vegas, Nevada 89101

Re: Business: *Desert Inn CVS, L.L.C.*
dba CVS Pharmacy 2955
Location: *3290 S. Fort Apache Rd., Las Vegas, NV*
APN: *163-08-421-004*

To Whom It May Concern:

This firm represents CVS Corporation and certain affiliates, including Desert Inn CVS, L.L.C. (the "Operating Entity"). The Operating Entity owns the CVS/Pharmacy #2955 store located at 3290 S. Fort Apache Rd. ("CVS #2955"), which has operated as a drug store/pharmacy since October 2001. The Operating Entity wishes to now include package liquor/beer/wine/spirits ("package liquor") within its sales inventory. Our client understands that the City of Las Vegas Zoning code, Chapter 19.04, Ord 5795 'Retail Establishment with Accessory Package Liquor Off-Sale' requires a Special Use Permit for the sale of package liquor at CVS #2955.

CVS Corporation ("CVS"), the ultimate parent of the Operating Entity, recently acquired all free-standing Sav-on Drugs stores in Nevada, and, as such, has continued the sale of package liquor in the drug stores under appropriate licenses. To demonstrate a uniform presence in the community, CVS wishes to now offer the sale of package liquor in the original 'CVS' stores so both the former Sav-on Drugs stores, (which will ultimately be branded CVS/Pharmacy stores) and the original CVS/Pharmacy stores, may offer similar goods to all customers. The introduction of package liquor to CVS #2955 will not affect the environment or character of the immediate community, nor will it have a detrimental impact on adjacent properties, and such business activity will provide a benefit to the CVS customer. Most, if not all, large drugstores in the city also sell alcoholic beverages. No additional public services, utilities, parking or waivers should be necessary to accommodate the sale of liquor at this store.

Please do not hesitate to contact me if I can provide any further information to you in connection with this application for a Special Use Permit for the sale of package liquor at

SUP-14684

08/10/06 PC

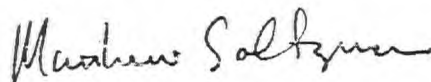
City of Las Vegas
Planning & Development Department
Page 2
June 22, 2006

KOLLAR & LEATHAM, CHTD.
ATTORNEYS AT LAW

Please do not hesitate to contact me if I can provide any further information to you in connection with this application for a Special Use Permit for the sale of package liquor at CVS/Pharmacy #2955. On behalf of myself and my client, thank you in advance for your assistance with this matter.

Very truly yours,

KOLESAR & LEATHAM, CHTD.



Matthew D. Saltzman, Esq.

MDS:jjb

cc: Diane Glass, Esq.

August 28, 2006

RECEIVED
CITY CLERK

2006 AUG 30 A 10:17

City Clerk
1st Floor, City Hall
400 Stewart Avenue
Las Vegas, NV 89101

Re: Special Use Permit 14684
Applicant: Desert Inn CVS

Dear Ms. Ronemus:

I hereby object to Desert Inn CVS' request for a special use permit for a retail establishment with accessory package liquor off-sale at 3290 South Fort Apache Road.

Package liquor is currently available at the following locations:

- Two gas stations on Fort Apache and Twain
- Gas station on Twain and Durango
- Gas station on Spring Mountain and Durango
- Rite-Aid on Spring Mountain and Durango
- Gas station on Fort Apache and Sahara
- Alberston's & Smith's on Fort Apache and Sahara
- Rite-Aid on Fort Apache and Sahara

We do not need another store that sells package liquor.

Sincerely,



Roque F. Lapuz, Jr.
9321 Alameda Harbor Avenue
Las Vegas, NV 89117-0107

protest

Submitted after final agenda

Date 8/30/06 Item #107

Sept 1, 2006

City Council Chambers SUP 14684
400 Stewart Avenue
Las Vegas, Nevada

In regards for a permit with
the establishment of a accessory
package liquor. We do not agree
with 3290 S. Fort Apache Rd
(APN 163-08-421-004)

We do not agree giving a permit
for the property at (3290 S. Fort Apache)
No liquor sold.

Thank you,

Armen Howard
Annie M. Howard
3336 SURF-LINE DR.
LAS VEGAS NV 89117 0251

2006 AUG 31 A 9:23

RECEIVED
CITY CLERK

protest

Continued after final agency

Date 8/31/06 Item #109

PLANNING COMMISSION

MEETING OF

JANUARY 25, 2001

City of Las Vegas

AGENDA & MINUTES

Page 74

COUNCIL CHAMBERS • 400 EAST STEWART AVENUE

ITEM

ACTION

D.

NON PUBLIC HEARING ITEMS:

D-1.

Z-0122-87(2) - OAKCREST DEVELOPMENT

Request for a Site Development Plan Review FOR A PROPOSED 13,903 SQUARE FOOT DRUG STORE (CVS) on 1.91 acres located at the northeast corner of the intersection of Desert Inn Road and Fort Apache Road (APN: 163-08-421-004), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-1 (Limited Commercial), Ward 2 (L.B. McDonald).

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. The site plan shall be revised to depict an eight-foot high solid decorative block wall for screening of the trash enclosure.
2. A revised landscape plan that complies with the requirements of The Las Vegas Urban Design Guidelines & Standards shall be submitted for staff review prior to any development or issuance of permits for the site. Additional requirements of the revised landscape plan include a 15-foot wide planter wholly within the property boundary along Desert Inn Road.
3. Revised elevations reflecting the addition of architecture features or design embellishments shall be submitted for staff review prior to any development or issuance of permits for the site.
4. No utility vault exceeding 27 cubic feet in size may encroach into approved landscape areas along public street frontages. Additionally, no waivers from required landscaping or approved signage standards shall be allowed due to the placement of any utility vaults.
5. The applicant shall submit a Master Sign Plan for staff review prior to any development or issuance of permits for the site.

Gordon -

APPROVED, SUBJECT TO STAFF'S CONDITIONS AND AMENDED CONDITION NOS. 1 AND 11

Unanimous

(Goynes excused)

PHYLLIS GABB, Planning and Development, stated this proposal is a drug store building with a drive-through. Landscaping is provided along both street frontages in 15-foot wide planters. However, along Desert Inn Road the planter is within the right-of-way. There is a condition requiring that the planter be completely within the property boundary. Staff recommended approval, subject to the conditions.

ATTORNEY SCOTT EATON, Lionel Sawyer & Collins, appeared to represent CVS Pharmacy. This site was rezoned 13 years ago to commercial. Just a few years ago there was an application to put a convenience store on the site, which was rejected. This is a small neighborhood drug store with a pharmacy. There will not be any gaming or liquor. It will not be a 24 hour 7 day a week operation. It will be over parked. He requested Condition No. 1 be amended to a six-foot high solid decorative block wall. In addition, he requested the first sentence in Condition No. 11 be deleted. There is a utility conflict adjacent to this site. They will dedicate the land.

MS. GABB said that if the trash receptacle would be sufficiently buffered by a six-foot wall then staff could support the change to Condition No. 1.

MS. LEGARZA said Public Works has no objection to deleting the first sentence in Condition No. 11.

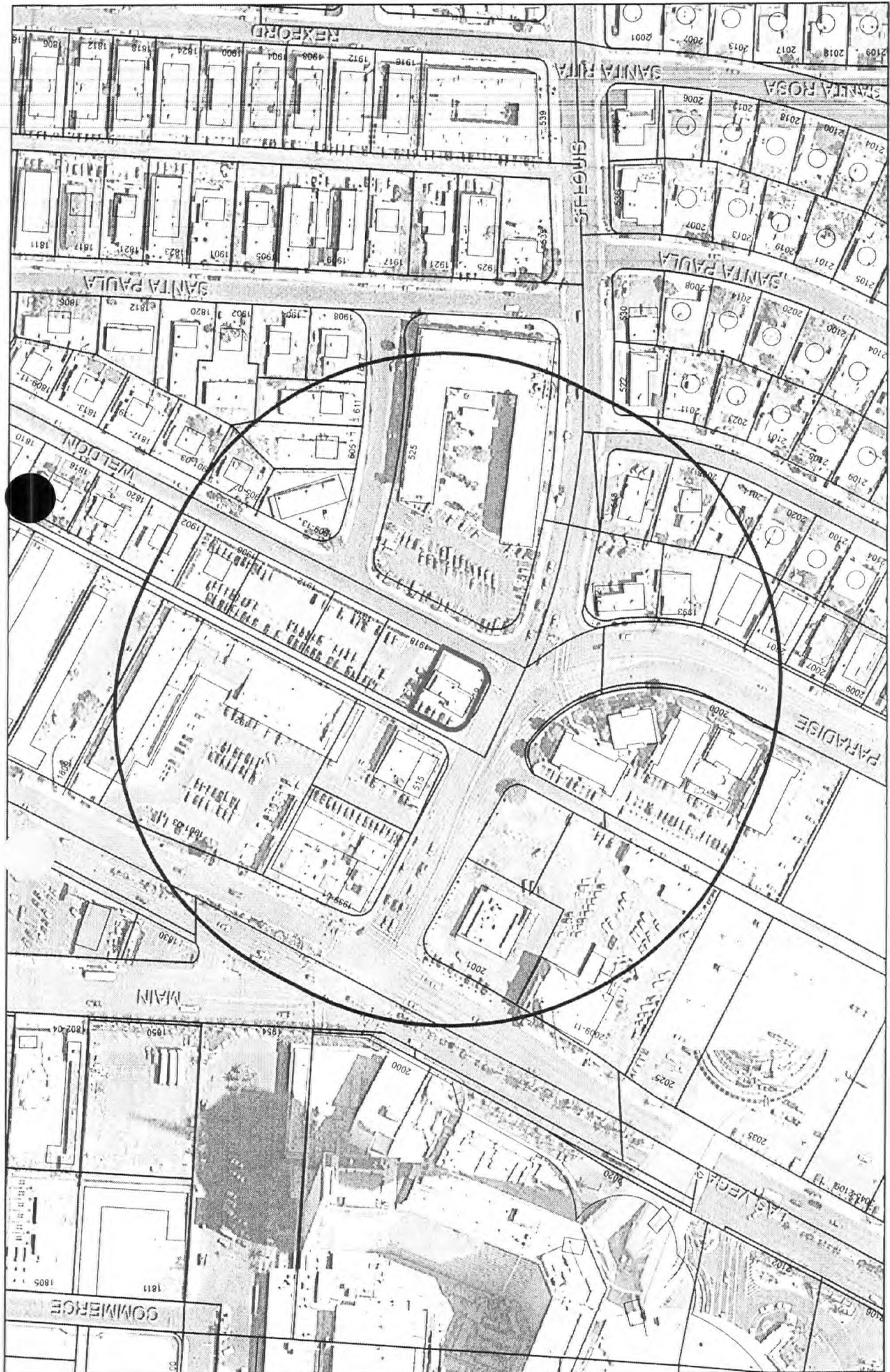
COMMISSIONER QUINN asked if the handicapped parking spaces could be moved closer to the front entrance. JOHN SHIELDS, Carter Burgess Engineering, said the reason the handicapped spaces are placed where they are is because of the overhang on the building.

This is final action.

(8:01 - 8:06) 2 - 940

Submitted at City Council

Date 10/18/06 Item 125



SUP-15442

Package Liquor Sales

Business Licenses

- Child Care/
- Children Facility
- Tavern
- Supper Club/
- Restaurant Service Bar
- Liquor on/off Sales

- RELIGIOUS
- CITY PARKS
- SCHOOLS

- Subject Property
- 400 foot buffer

AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ABEYANCE - SUP-15442 - APPLICANT/OWNER: BF TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 20, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

Staff recommends DENIAL. The Planning Commission (4-1/bg-2/ld/rt vote) recommends APPROVAL, subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for Package Liquor Off-Sale use.
2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. Approval of this Special Use Permit does not constitute approval of a liquor license.
4. The sale of individual containers of any size of beer, wine coolers or screw cap wine is prohibited. All such products shall remain in their original configurations as shipped by the manufacturer. Further, no repackaging of containers into groups smaller than the original shipping container size shall be permitted.
5. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.
7. The required trash enclosure shall meet Title 19 standards.

**** STAFF REPORT ****

APPLICATION REQUEST

The applicant is petitioning for a Special Use Permit to operate a proposed package liquor off-sale establishment at 519 St. Louis Avenue.

EXECUTIVE SUMMARY

The applicant would like to have the ability to operate a liquor store for off-premise consumption. No exterior changes to the property will be made nor are there any protected uses within the 400 foot distance separation requirement. However, the proposed use is neither harmonious nor compatible with the surrounding development of office, residential, and a pedestrian path. Therefore, staff recommends denial.

BACKGROUND INFORMATION

A) *Related Actions*

- | | |
|----------|---|
| 09/01/76 | The Board of City Commissioners approved an application for the reclassification of property located at 519 St. Louis Ave. from R-4 to C-1 (Z-50-76). |
| 08/09/76 | The Board of City Commissioners denied the request for a plot plan review to allow an off-premise sign on property located on the northwest corner of St. Louis Ave and Weldon Place (Z-50-76). |
| 09/27/84 | The Board of Zoning Adjustment approved the request for a Variance to allow a wedding chapel where such use is not permitted at 519 East St. Louis Avenue (V-100-84). |
| 03/19/86 | The City Council denied the plot plan review to allow an off-premise sign on property located on the northwest corner of St. Louis Ave and Weldon Place (Z-50-76). |
| 09/07/06 | The Planning Commission voted 4-1/bg-2/lid/rt vote to recommend APPROVAL (PC Agenda Item #57/mh). |

Business License History

- | | |
|----------|--|
| 07/10/87 | License issued for Judy Ness Realty, a business licensed under NRS 645 as a Real Estate Brokerage Business. The business license, # R02-01029, is still active |
| 10/01/03 | License issued for Sav Rx Pharmacy, a business that primarily sells health related products and pharmaceuticals. The business license, # D11-00207, is still active. |

B) Pre-Application Meeting

07/18/06 The details required for an application for a Special Use Permitted for a Liquor Store Off-Sale Establishment was discussed. It was noted that separation Requirements have been met, but that there is a Pedestrian Path along St. Louis Ave.

C) Neighborhood Meetings

A neighborhood meeting is not required as part of this application request, nor was one held.

DETAILS OF APPLICATION REQUEST

A) Site Area

Net Acres: 0.16 acres

B) Existing Land Use

Subject Property: Office
North: Parking
South: Apartments
East: Apartments
West: Commercial Center

C) Planned Land Use

Subject Property: C (Commercial)
North: C (Commercial)
South: C (Commercial)
East: C (Commercial)
West: C (Commercial)

D) Existing Zoning

Subject Property: C-1
North: C-1
South: R-5
East: R-5
West: C-2

E) General Plan Compliance

The Downtown Redevelopment Area Plan of the Southeast General Plan designates the subject site as C (Downtown Commercial). This land use category allows office, service and general commercial uses. The proposal conforms to the SC (Service Commercial) category, which is allowed in the C (Downtown Commercial Use) designation.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan		
Redevelopment Plan Area	X	
Special Overlay District		
Beverly Green Southridge Neighborhood Plan	X	
Airport Overlay District	X	
Trails		X
Pedestrian Path Corridor	X	

Airport Overlay District

The proposed site falls under the Airport Overlay District and is restricted to 175 feet in height; there is no effect.

Trails

The location of the proposed use is adjacent to a "Pedestrian Path" as identified in the Master Plan Transportation Trails Element. This established route identified in the General Plan, the Centennial Plan identifies an urban trail running along the north side of St. Louis Avenue.

ANALYSIS

A) Zoning Code Compliance

A1) Parking and Traffic Standards

Pursuant to Title 19.10, the following Parking Standards apply to the subject proposal:

Uses	GFA	Ratio	Required		Provided	
			Parking		Parking	
			Regular	Handicap	Regular	Handicap
Package Liquor Off- Sale	1950 SF.	1/300 GFA	7	1	7	2

The proposed Liquor Store currently meets Title 19.10 Parking, Loading, and Traffic Standards.

A2) 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)	400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.	760 Feet from a Child Care Center & Nursery

Pursuant to Title 19.08, the following Standards apply to the subject proposal:

Standards	Code Requirement	Provided
Trash Enclosure	Trash enclosures shall be screened, odor-controlled, and located a min. 50 feet from any protected property	None

The applicant will need to provide a trash enclosure per Title 19.08.

B) General Analysis and Discussion

- Zoning

The subject site is currently zoned C-1 (Limited Commercial). A Liquor Establishment (Off-sale) use is permitted in C-1 with the approval of a Special Use Permit.

- Use

Title 19.04.050 establishes the criteria for the approval of alcohol-related uses within the city. The Code requires this Liquor Establishment (Off-sale) use 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. In this case, there are no protected uses within the required minimum 400-foot distance separation radius. There is a Child Care Center located at 1804 Weldon Pl. approximately 760 feet to the north of the property.

- Conditions

- *1. Except as otherwise provided, no retail establishment with accessory package liquor off-sale (hereinafter "establishment") shall be located within 400 feet of any church, synagogue, school, child care facility licensed for more than 12 children, or City park.
- *2. Except as otherwise provided in Requirement 3 below, the distances referred to in Requirement 1 shall be determined with reference to the shortest distance between two property lines, one being the property line of the proposed establishment which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed establishment. The distance shall be measured in a straight line without regard to intervening obstacles. For purposes of measurement, the term "property line" refers to property lines of fee interest parcels and does not include the property line of:
 - a. Any leasehold parcel; or
 - b. Any parcel which lacks access to a public street or has no area for on-site parking and which has been created so as to avoid the distance limitation described in Requirement 1.
- *3. In the case of an establishment proposed to be located on a parcel of at least 80 acres in size, the minimum distances referred to in Requirement 1 shall be measured in a straight line:
 - a. From the nearest property line of the existing use to the nearest portion of the structure in which the establishment will be located, without regard to intervening obstacles; or
 - b. In the case of a proposed establishment which will be located within a shopping center or other multiple-tenant structure, from the nearest property line of the existing use to the nearest property line of a leasehold or occupancy parcel in which the establishment will be located, without regard to intervening obstacles.
- 4. When considering a Special Use Permit application for an establishment which also requires a waiver of the distance limitation in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance requirement should be waived and the reasons in support of the decision.

5. The minimum distance requirements in Requirement 1 do not apply to:
 - a. An establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or
 - b. A proposed establishment having more than 50,000 square feet of retail floor space.
- *6. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.
7. The minimum distance requirements set forth in Requirement 1, which are otherwise nonwaivable under the provisions of Section 19.040.050(A)(4), may be waived:
 - a. In accordance with the provisions of Section 19.04 0.050(A)(4) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District:

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 subject site is currently zoned C-1 (Limited Commercial). A Liquor Establishment (On-sale/Off-sale/On-Off sale) use is permitted in C-1 with the approval of a Special Use Permit.

2. **“The subject site is physically suitable for the type and intensity of land use proposed.”**

Title 19.04.050 establishes the criteria for the approval of alcohol-related uses within the city. The Code requires this Liquor Establishment (On-sale/Off-sale/On-Off sale) use 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. In this case, there are no protected uses within the required minimum 400-foot distance separation radius.

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."
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."

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

16

ASSEMBLY DISTRICT 9

SENATE DISTRICT 10

NOTICES MAILED 395 by City Clerk

APPROVALS 0

PROTESTS 1



Case Number: **SUP-15442** APN: 162-03-311-017

Name of Property Owner: BF Trust

Name of Applicant: BF Trust

Yes ☐ No ☒

City Official: _____

Partner(s): _____

APN: _____

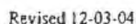
Signature of Property Owner: [Signature]

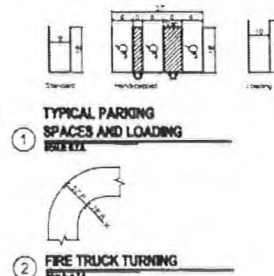
Print Name: HOWARD C BUCK

Subscribed and sworn before me

This 23rd day of July, 2006

Notary Public in and for said County and State





SITE INFORMATION

ZONING - Las Vegas

Current Zoning - C-1
Proposed Zoning - C-1

APN: 162-03-311-017

AREA (Approximate, to be verified)

Gross Area 6,969 s.f. 16 acres

Total Building Area	1,950 gsf
F.A.R.	3.57

PARKING

Required 1:300 gfa 7 spaces
Total Required 7 spaces

Provided 7 spaces
H/C Required 1 space
H/C Provided 2 spaces

SETBACKS

	Required	Provided
Front	20'	36' - Existing
Side	10'	8' - Existing
Corner	15'	8' - Existing
Rear	20'	25' - Existing

BUILDING

	Required	Provided
Max Height	35	24'-6" - Existing
Max. Lot Coverage	50%	27% - Existing

LANDSCAPING

	Required	Provided
Min. Zone Depth	8'	Existing
Min. Trees	1 per 20'	Existing

Packaged Liquor Store - Howard Bock

519 E. St. Louis Ave., City of Las Vegas



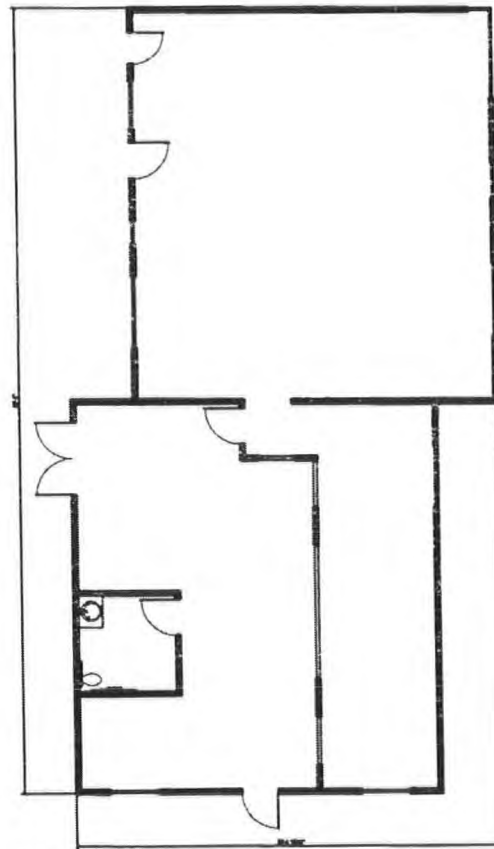
FRONTLINE GROUP

MOSER architecture studio

SUP-15442
09/07/06 PC

Conceptual Site Plan : Sheet Title
06-0277 : Project Number
07/08/06 : Date

RECEIVED
JUL 26 2006



① Floor Plan
Scale: 1/8" = 1'-0"

Packaged Liquor Store- Howard Bock

519 E. St. Louis

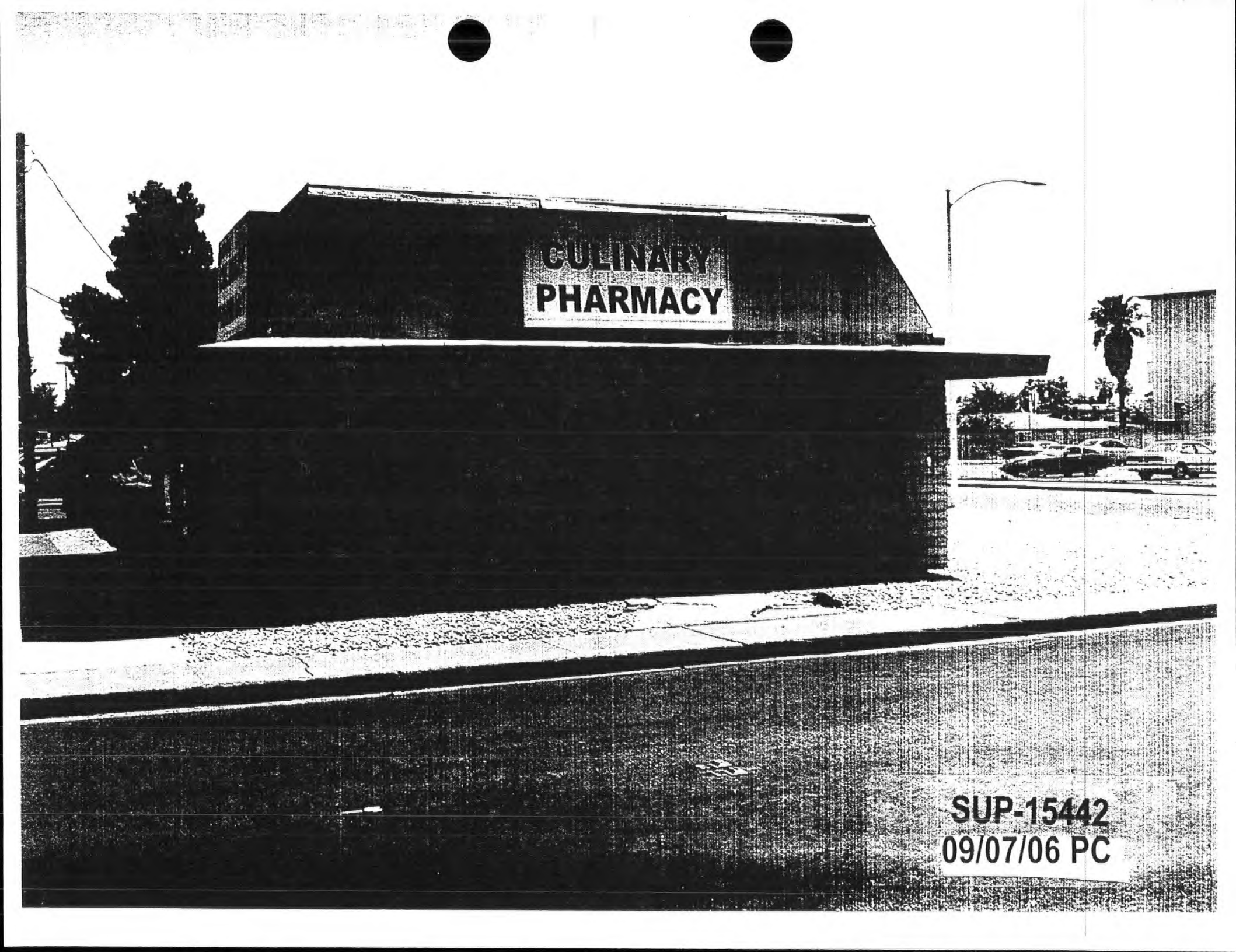
SUP-15442
09/07/06 PC



FRONTLINE GROUP

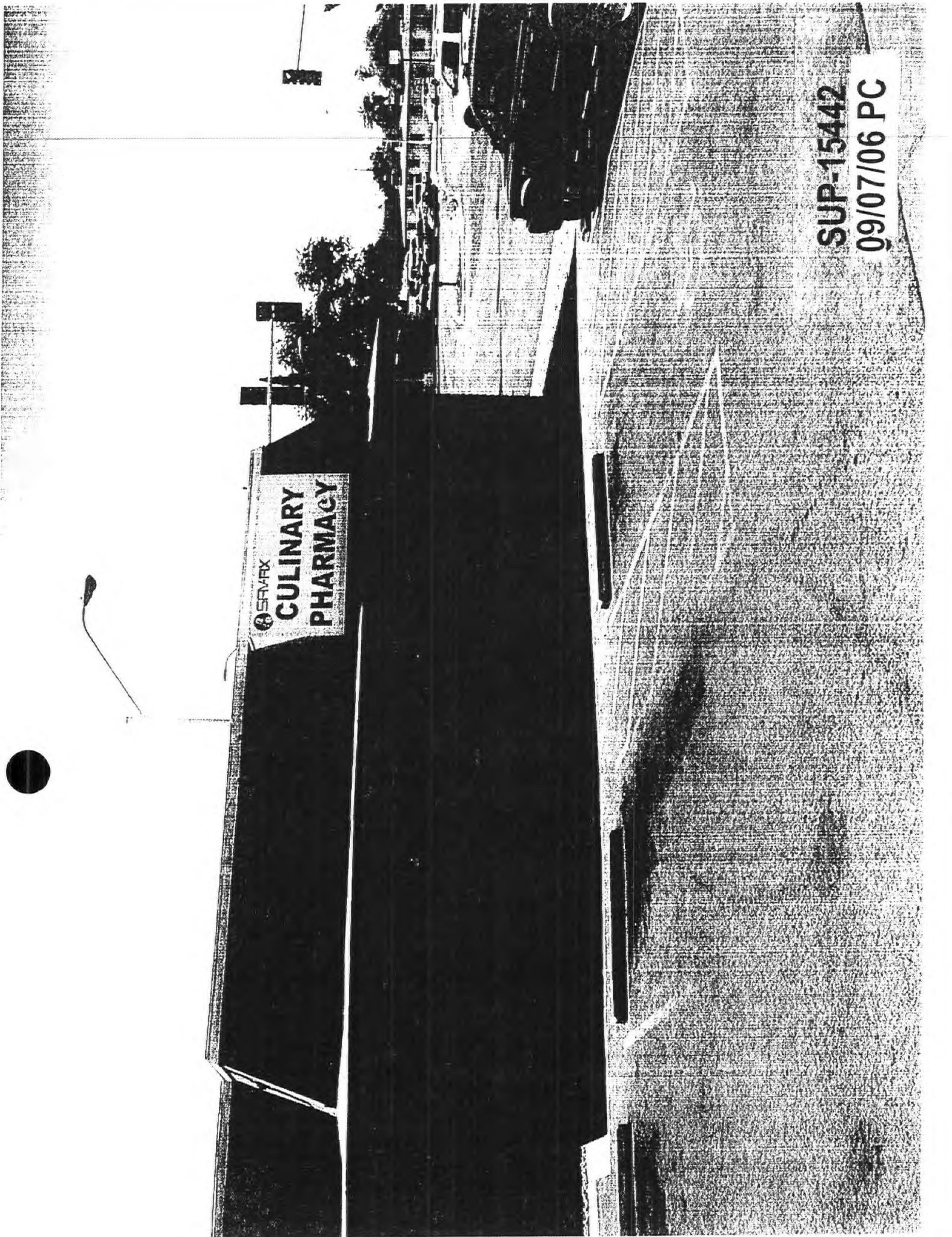
MOSER architecture studio

Plan Plan : Sheet Title
SUS-0077 : Project Number
09/07/06 : Date



**CULINARY
PHARMACY**

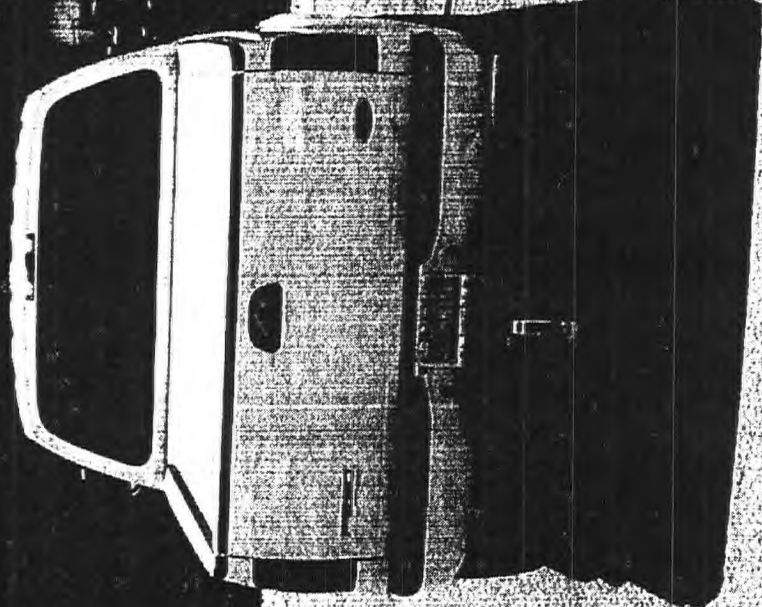
SUP-15442
09/07/06 PC

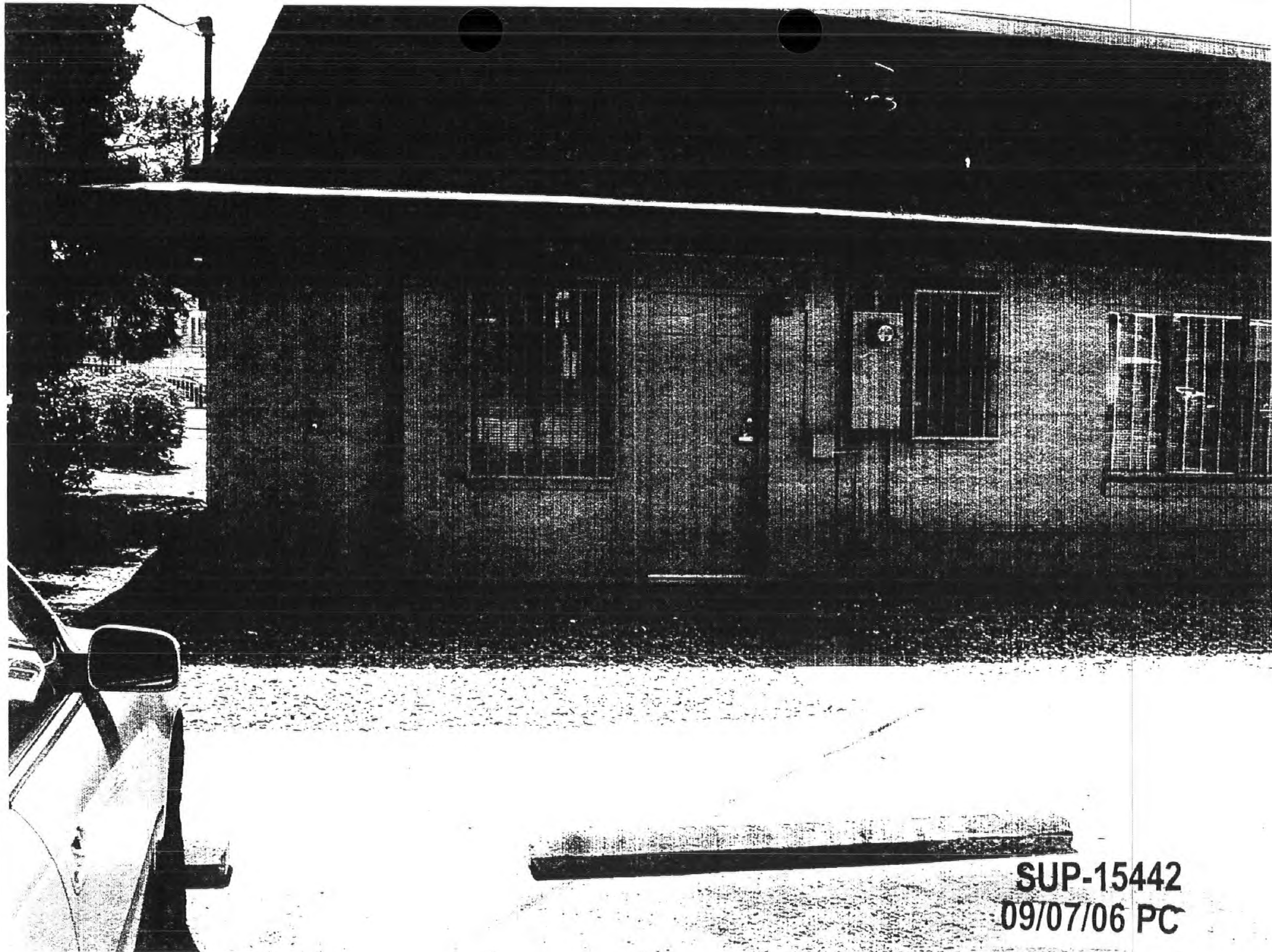


SARV
**CULINARY
PHARMACY**

SUP-15442
09/07/06 PC

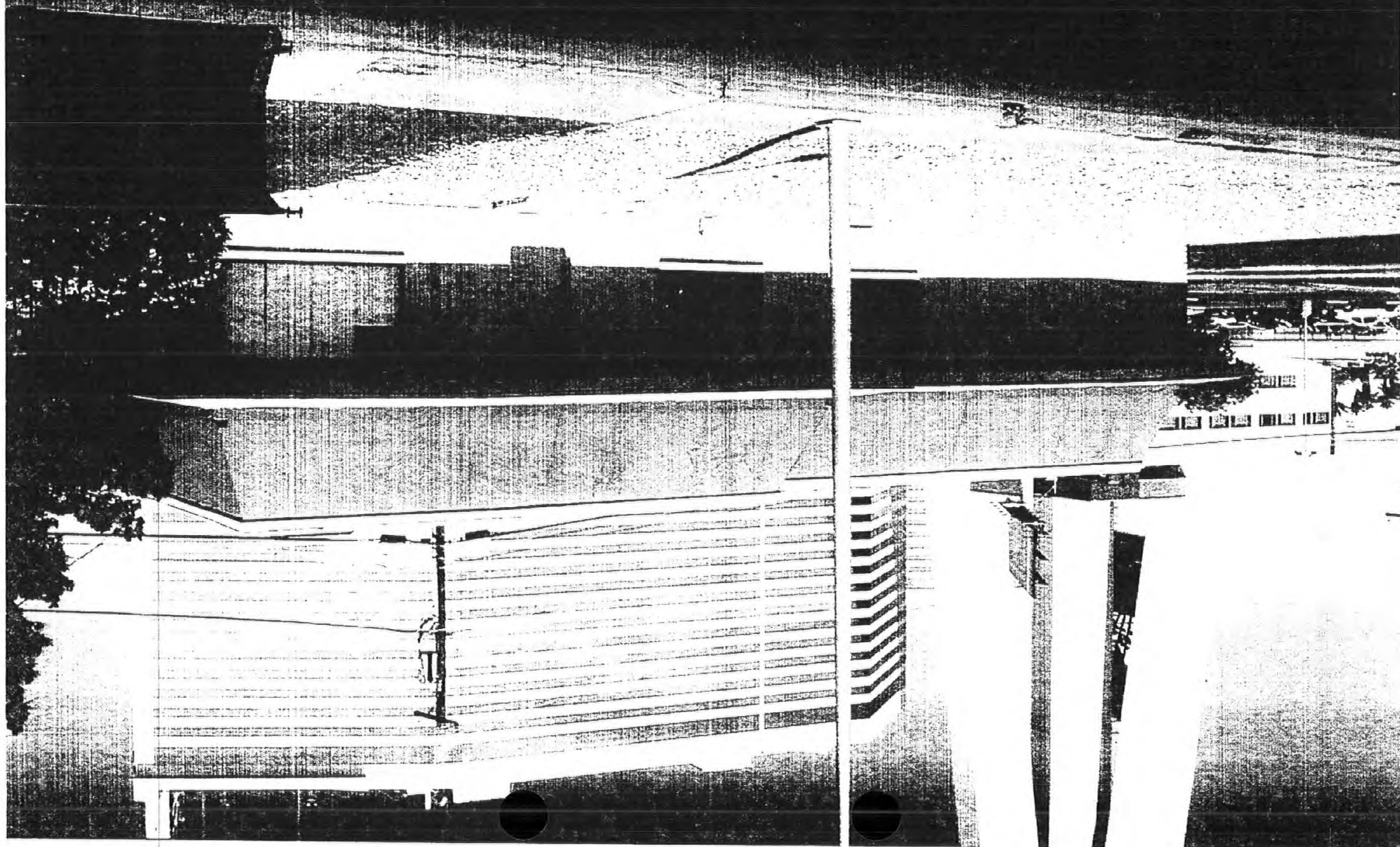
SUP-15442
09/07/06 PC



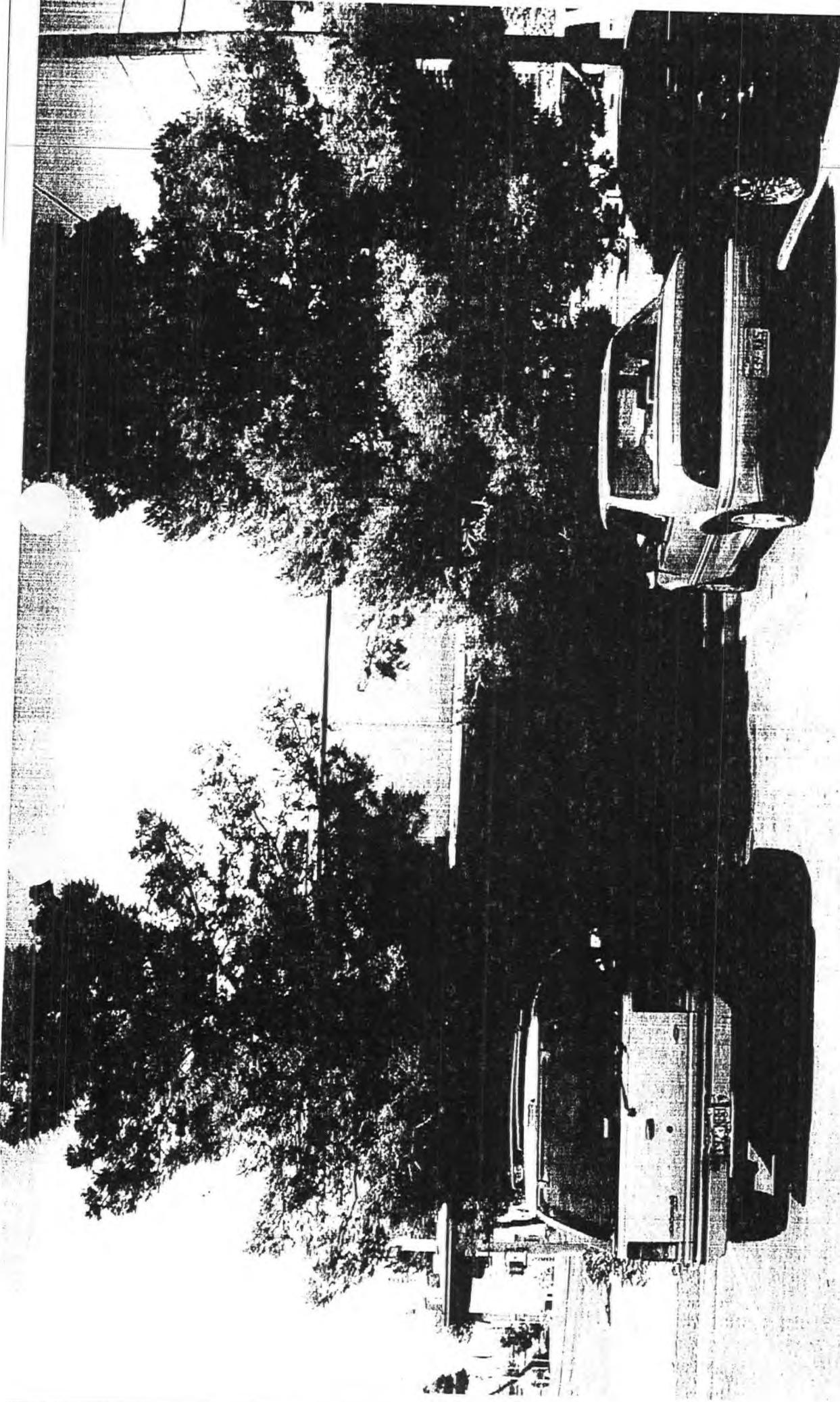


SUP-15442
09/07/06 PC

09/07/06 PC



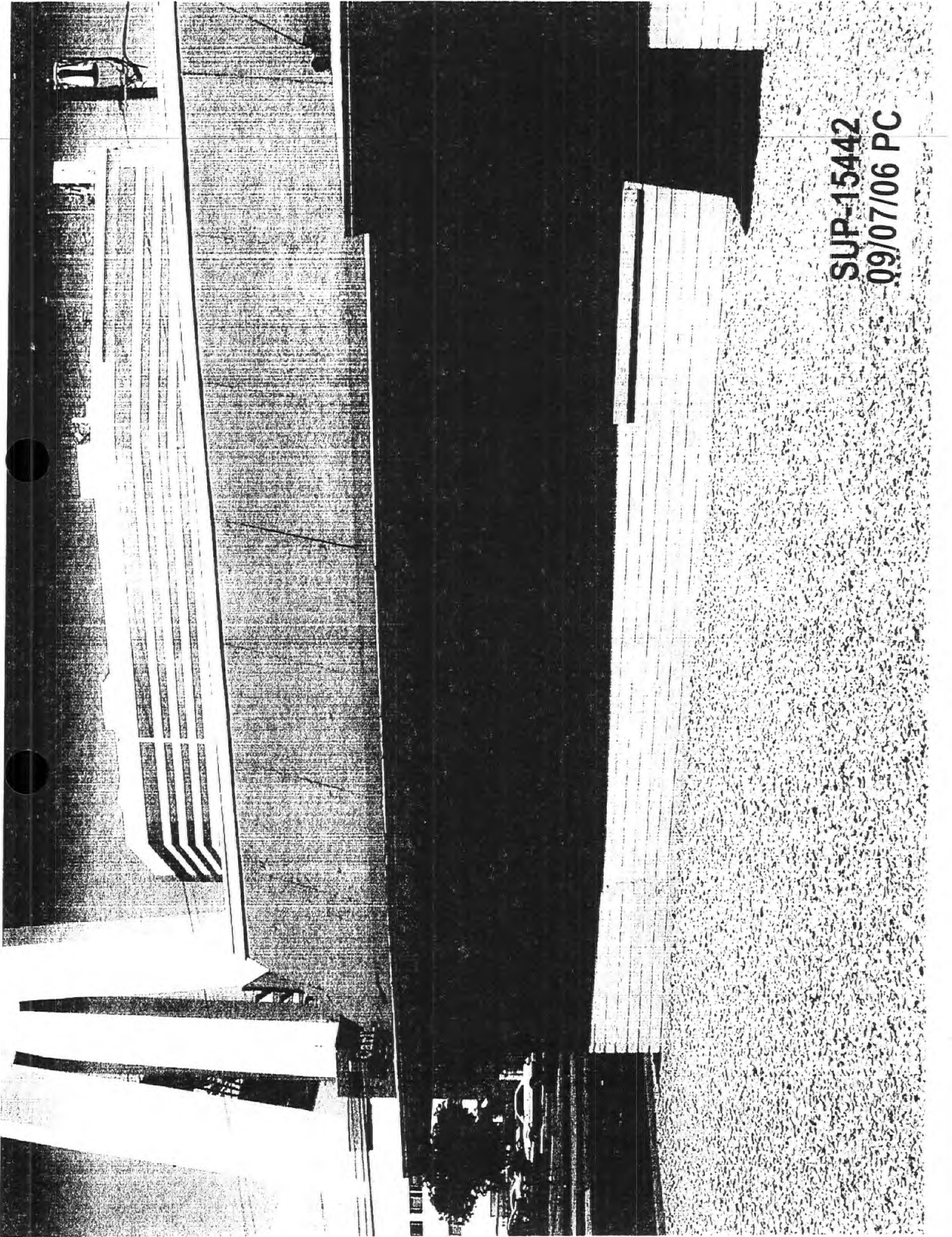
SUP-15442
09/07/06 PC



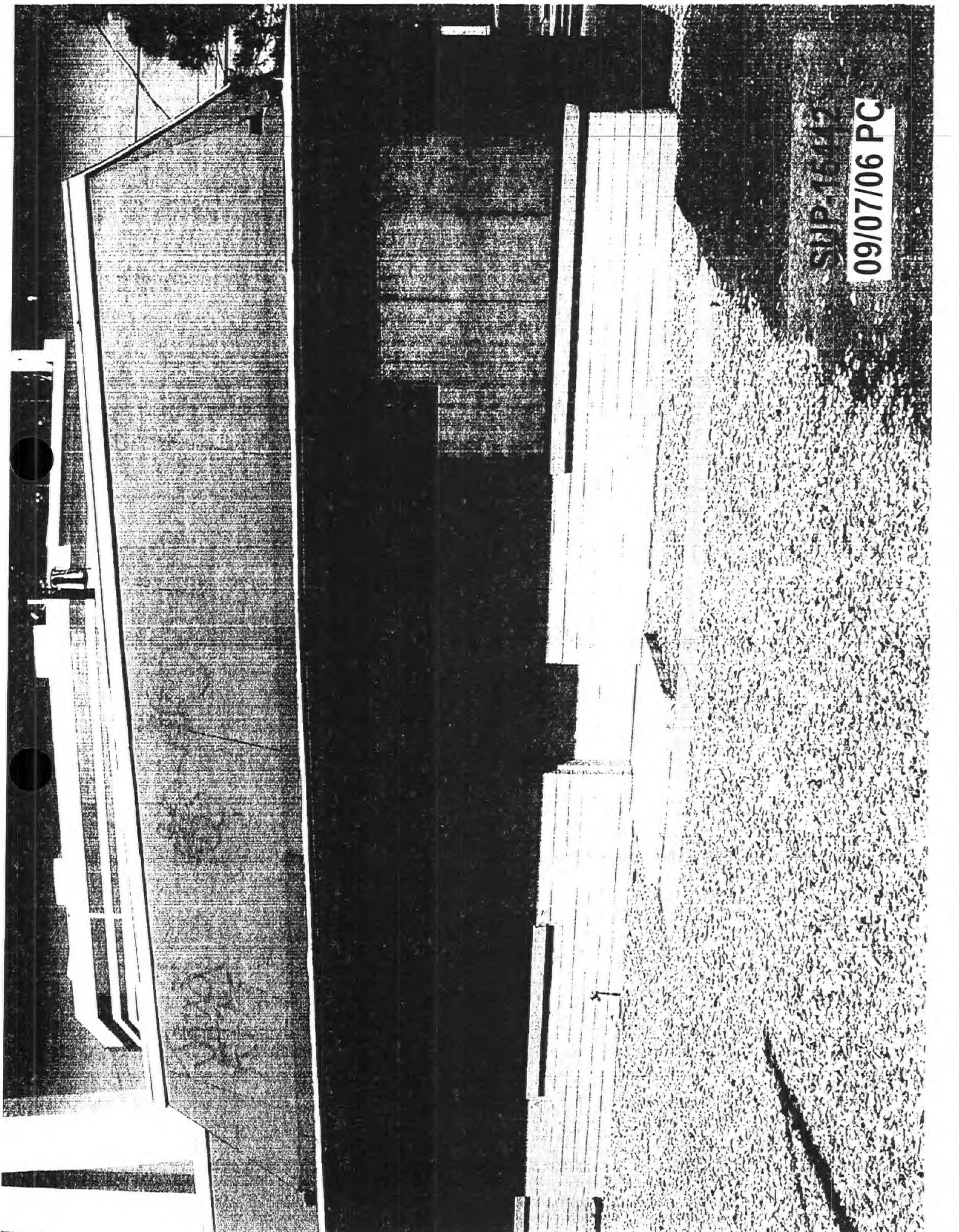


SUP-15442
09/07/06 PC

SUP-15442
09/07/06 PC



SUP-14412
09/07/06 PC





SUP-15442 - APPLICANT/OWNER: BF TRUST
519 ST. LOUIS AVENUE
SEPTEMBER 7, 2006 PLANNING COMMISSION

08/15/06



SUP-15442 - APPLICANT/OWNER: BF TRUST
519 ST. LOUIS AVENUE
SEPTEMBER 7, 2006 PLANNING COMMISSION

08/15/06

**KUMMER
KAEMPFER**

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kkbrf.com
702 693 4215

**KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO**

LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel 702 792 7000
Fax 702 796 7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel 775 852 3900
Fax 775 852 3982

SUMMERLIN OFFICE
3425 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89129
Tel 702 693 4260
Fax 702 939 8457

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel 775 882 1311
Fax 775 882 0257

July 25, 2006

VIA HAND DELIVERY

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
731 S. Fourth Street
Las Vegas, Nevada 89101

RECEIVED
JUL 26 2006

**Re: Justification Letter for Howard Bock – SUP for Package Liquor
(519 E. St. Louis Avenue)**

To Whom It May Concern:

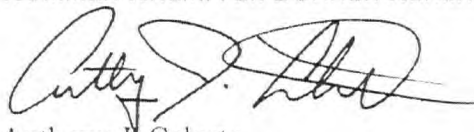
Please be advised that this office represents Howard Bock (the "Applicant") in the above referenced matter. The Applicant is requesting a special use permit to allow for the sale of package liquor and gaming at 519 E. St. Louis Avenue, more particularly described as APN 162-03-311-017 (the "Site"). The Applicant proposes using the existing building, approximately 1,950 square feet, located on the Site, which is approximately .16 acres, for its liquor store operation.

The Applicant currently operates a liquor store in the City of Las Vegas, however, is in the process of relocating to this Site due to the fact that its existing location will be part of the expansion of the Golden Nugget Hotel & Casino. There are no protected properties within 400 feet of this Site.

Therefore, a special use permit for package liquor at this Site is appropriate. We thank you in advance for your time and consideration of this application. If you have any questions or concerns, please feel free to contact the undersigned.

Very truly yours,

KUMMER KAEMPFER BONNER RENSCHAW & FERRARIO



Anthony J. Celeste

AJC/dmf

**SUP-15442
09/07/06 PC**



**NOTE: THE FOLLOWING DOCUMENTATION
WAS SUBMITTED FOR THE RECORD BEFORE
OR AT THE PLANNING COMMISSION HEARING
ON THIS ITEM WHICH IS NOW APPEARING
BEFORE THE CITY COUNCIL**

ITEM # 57
CASE # SUP-15442
PC MTG 9:00

From:

Rich Whl
573 Bowita 89104

To City Planning Commission
Planning & Development Division
731 South Fourth St.
Las Vegas, Nevada 89101

8-28-06

Rich Whl

SUP-15442

BF Trust

519 ST Louis (APN 162-03-311-07)

WARD 3

Please register my objection against
this package Liquor OFFSALE business.
Our residential neighborhood is a
TRANSITIONAL AREA NOW. ENCROACHMENT
by this type of 24/7 Liquor sales
will bring in a UNSAVORY CLIENTELE
ALL HOURS OF THE NIGHT.

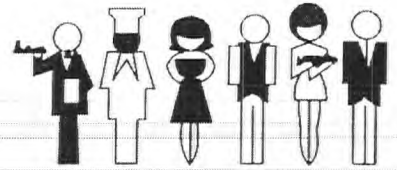
Up to this point that property has been
a real estate office and a Union pharmacy,
their hours have been limited to 6pm. That
has been highest & best use so far.

Please reject this use permit, there
are ample other locations already zoned.
Let's save our historic, older residential
neighborhoods from becoming a dangerous
place for children to live.

A church is located just outside the 1500'
on ST. Louis, also a grade school's also close

CULINARY WORKERS

UNION, LOCAL 226



Affiliated with UNITE HERE INTERNATIONAL UNION

September 7, 2006

City of Las Vegas
Planning & Development Department
731 S. 4th Street
Las Vegas, NV 89101

RE: SUP-15442 (the "Application")

Dear Planning Commission:

BF Trust has submitted an application for a special use permit for a proposed package liquor off-sale establishment at 519 E. St. Louis Ave. (the "Property"). The Property is directly south and east of St. Louis Square, Inc. The Sole shareholder of St. Louis Square, Inc. is the Hotel Employees & Restaurant Employees International Union Welfare Fund, the medical trust fund for the Culinary Union. The Culinary Union opposes this Application.

The Culinary Union has concerns that the approval of the Application would discourage the ongoing revitalization of the area and also cause disruptions in the professional services that are provided at St. Louis Square, Inc. St. Louis Square houses both the administrative and customer service offices of the Culinary Health Fund. The Health Fund covers over 150,000 people in the Las Vegas area with medical, dental, prescription and optical insurance coverage. Our members and their families frequent the St. Louis Square location to take care of a wide range of health insurance issues in a professional environment. A pharmacy for Culinary Health Fund participants is also located across from the Property.

Based on the current use of St. Louis Square by our members and their families, we do not think that the type of use considered in the Application is appropriate for this area. Specifically, approval of this Application could increase loitering and disruptions that would create additional security concerns for our members and their families as they access the services provided by the Culinary Health Fund at St. Louis Square. The Culinary Union values that our members and their families are able to have access to important medical and professional services in a convenient downtown area. We do not want to see the inappropriate placement of a liquor store change the tone and security of this neighborhood.

We appreciate your consideration of our concerns.

Sincerely,

D. Taylor, Secretary-Treasurer

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

REQUIRED SIX MONTH REVIEW

RQR-15420 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RAMZI SULIMAN - OWNER: 3140 VALLEY VIEW, LLC - Required Six Month Review of an approved Special Use Permit (SUP-7359) THAT ALLOWED A LIQUOR ESTABLISHMENT (BEER/WINE/COOLER, OFF-SALE) for an existing market at 3140 South Valley View Boulevard, Suites #3, #4 and #5 (APN 162-08-410-010), Ward 1 (Tarkanian). Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

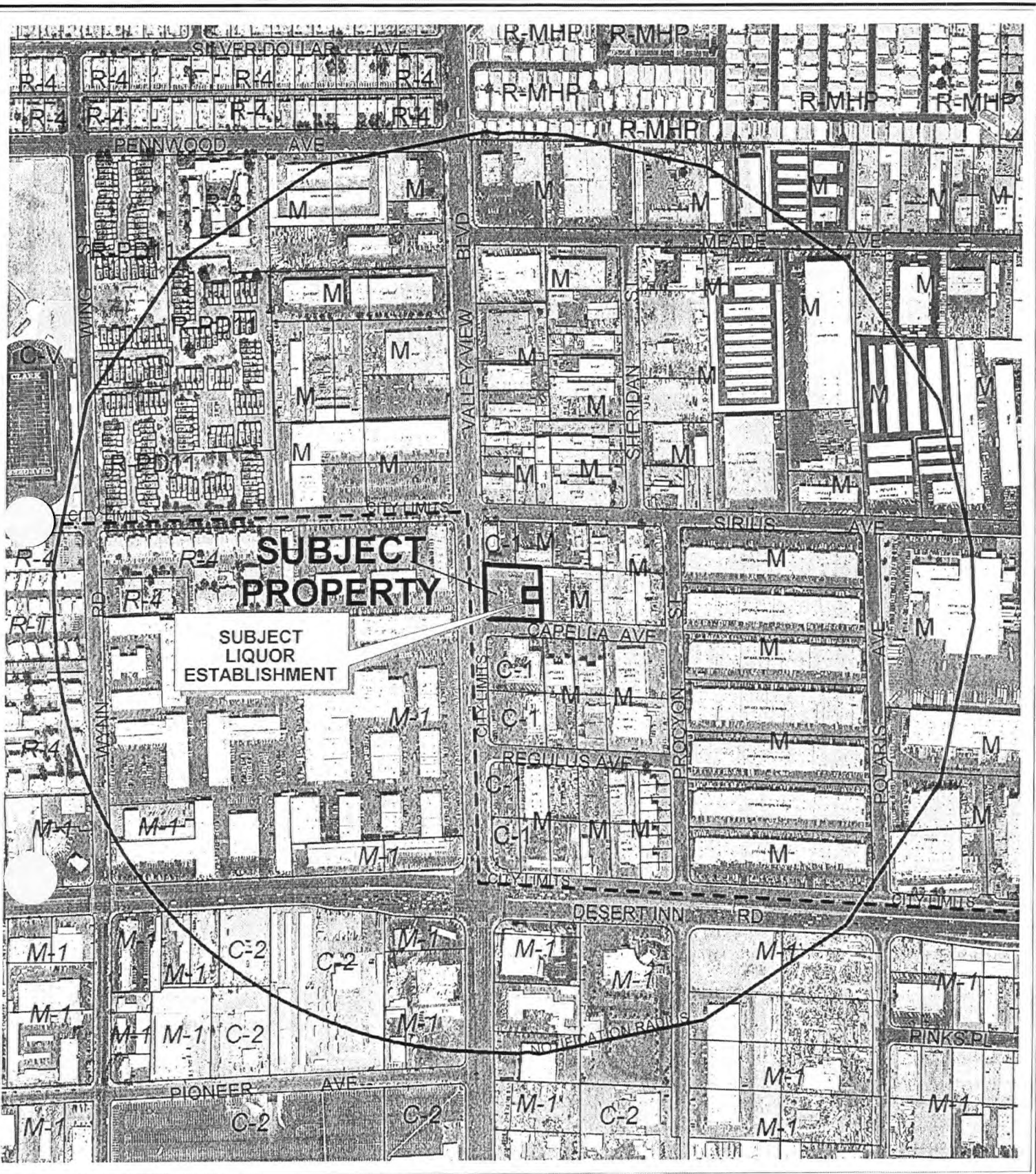
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting documentation
4. City Council approval letter for SUP-7359
5. Submitted after final agenda - Abeyance request from Attorney Jay H. Brown

Motion made by GARY REESE to Table Item 115 [GPA-14118], Item 116 [ZON-14120], Item 117 [VAR-14122] and Item 118 [SDR-14114]; HOLD IN ABEYANCE Item 119 [ZON-15031], Item 120 [SDR-15030], Item 124 [SUP-13362], Item 131 [RQR-13989], Item 133 [ZON-14344], Item 134 [VAR-15323], Item 135 [SDR-14353] and Item 142 [SDR-15747] to 11/15/2006; Item 129 [RQR-15420], Item 130 [RQR-13791], Item 132 [RQR-15054] and Item 141 [SUP-15347] to 11/01/2006; Item 128 [SUP-15442] and Item 72 [Four Aces Emporium] to 02/07/2007

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)



CASE: **RQR-15420**

RADIUS: 1500 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE - RQR-15420 - APPLICANT: RAMZI SULIMAN
– OWNER: 3140 VALLEY VIEW, LLC**

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 4, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. Conformance to the Conditions of Approval of Special Use Permit (SUP-7359).
2. All City Code requirements and design standards of all City departments must be satisfied.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a required six month review of an approved Special Use Permit (SUP-7359) that allowed a liquor establishment (Beer/Wine/Cooler, Off-Sale) for an existing market at 3140 South Valley View Boulevard, Suites #3, #4 and #5.

EXECUTIVE SUMMARY

This is the first review of the subject liquor establishment (Beer/Wine/Cooler, Off-Sale) that was originally approved by the City Council on 09/07/05. A business license was issued on 06/29/06 for Suites #3, #4 and #5. Code Enforcement also indicates that there are no issues with the subject site. The applicant has complied with the previous conditions of approval. Therefore, staff can support the subject Required Review and recommends approval of the subject application.

BACKGROUND INFORMATION

A) *Related Actions*

09/07/05 The City Council approved a Special Use Permit (SUP-7359) for a liquor establishment (Beer/Wine/Cooler, Off-Sale) at 3140 South Valley View Boulevard, Suites #3, #4 and #5. The Planning Commission and staff recommended approval on 08/11/05.

B) *Pre-Application Meeting*

A pre-application meeting is not required for this application.

C) *Neighborhood Meetings*

A neighborhood meeting is not required for this application, nor was one held.

D) *Business License History*

A business license was issued for (Beer/Wine/Cooler, Off-Sale) on 06/29/06 for Suites #3, 4 and 5. Also, no similar businesses are owned by the applicant Ramzi Suliman within the City.

E) *Code Enforcement History*

There are no Code Enforcement actions on the subject site.

ANALYSIS

A) General Analysis and Discussion

- Zoning

The subject property is currently zoned C-1 (Limited Commercial). Liquor Establishments of the type proposed are allowed in a C-1 district with the approval of a Special Use Permit.

- Use

The proposed Liquor Establishment (Beer/Wine/Cooler, Off-Sale) is consistent with surrounding land uses and current zoning requirements.

B) Conditions of Approval from Special Use Permit (SUP-7359)

1. This Special Use Permit shall be reviewed in six months.
2. Conformance to all Minimum Requirements under Title 19.04.050 for a Liquor Establishment (On-Sale/Off-Sale/On-Off-Sale).
3. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.
4. Approval of this Special Use Permit does not constitute approval of a liquor license.
5. Prior to approval of a liquor license, the current business licenses for the existing businesses located in Suites #3 and #4 must be surrendered.
6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
7. All City Code requirements and design standards of all City departments must be satisfied.
8. No single bottle sales shall be allowed. All alcohol sales shall be in their original packages.

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 existing use is compatible with surrounding land uses and will act as an appropriate supporting facility based on the future General Plan designation for the area.

2. **“The subject site is physically suitable for the type and intensity of land use proposed.”**

The existing shopping center facility is able to accommodate the existing use.

3. **“Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.”**

Currently, the commercial center that houses the liquor establishment is adequately served by existing street and highway facilities.

4. **“Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.”**

Approval of the requested Special Use permit will, in no way, compromise the public health, safety, and welfare or the overall objectives of the General Plan.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

9

ASSEMBLY DISTRICT

10

SENATE DISTRICT

7

NOTICES MAILED

560 by Planning Department

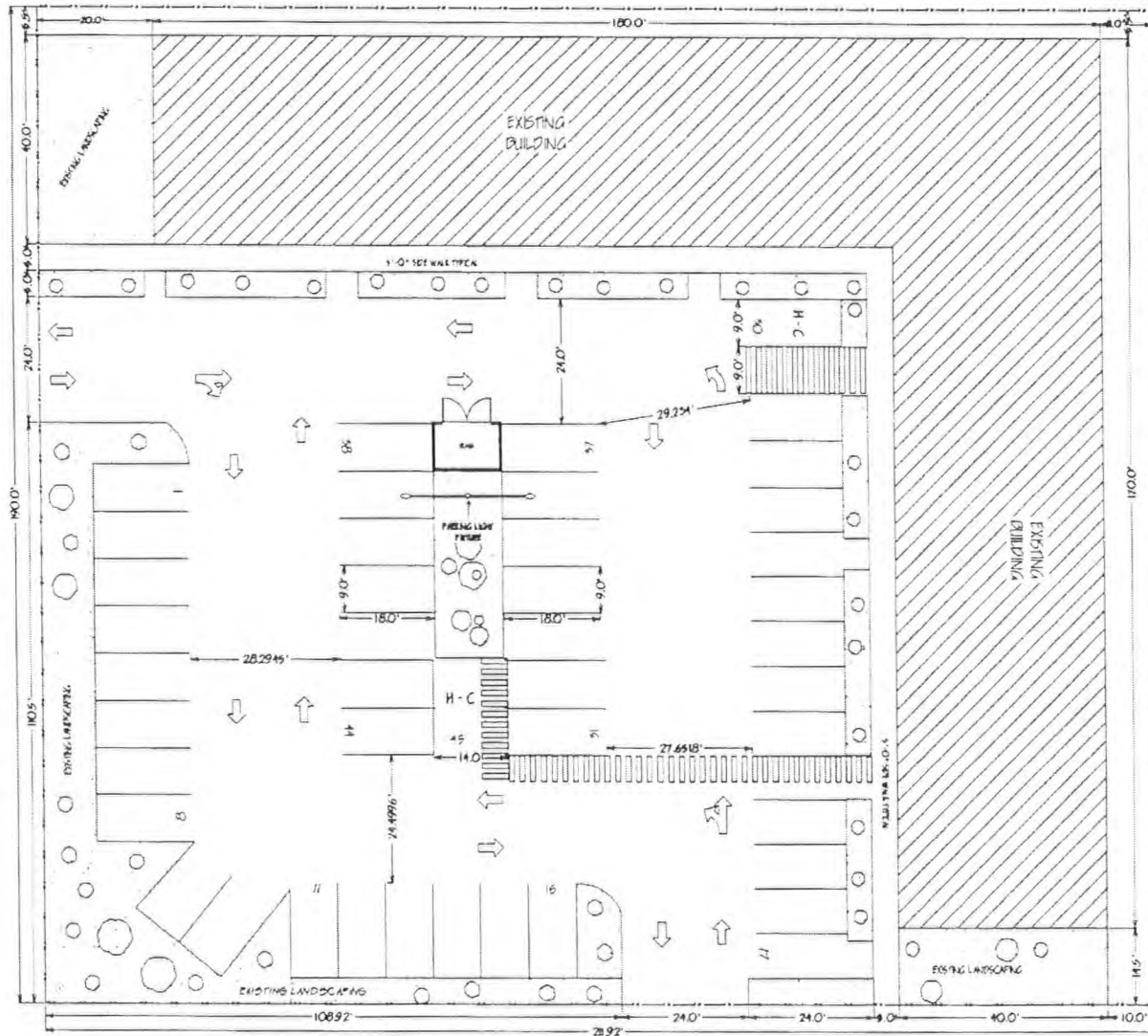
APPROVALS

0

PROTESTS

0

VALLEY VIEW BLVD S.



CAPELLA AVENUE

RQR-15420

09-06-06 CC

Aztec Mini Mart
3140 Valley View Blvd # 3.4.5 Las Vegas, Nevada 89104

SITE INFORMATION

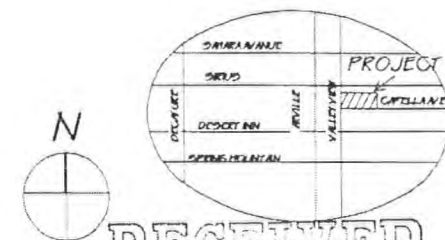
APN # 162-08-410-002
ZONING C-1
SITE AREA 0.924 ACRES
SITE AREA 40,249.44 SQ. FT.
SITE COVERAGE 30.81%

BUILDING INFORMATION

TOTAL BUILDING 12,400 sq. ft.
OCCUPANCY CLASSIFICATION M
TYPE OF CONSTRUCTION V-B
FIRE SPRINKLERS NO
BUILDING HEIGHT 18'-0"
BUILDING ALLOWABLE 30'-0"
PROPOSED TENANT AREA 2,400 sq. ft.
ALLOWABLE AREA 9,000 SQ. FT.
OCCUPANT LOAD 80
EXITS PROVIDED 2
SET BACKS AS SHOWN
CODE IBC 2003

PARKING

STALL SIZE 9'-0" X 18'-0"
PARKING 45 PROVIDED



RECEIVED
VICINITY MAP
JUL 25 2006
February 2006

3-20-06
4-10-06

* SITE PLAN *
ATI AC CONSTRUCTION LTD

A-

Valley View



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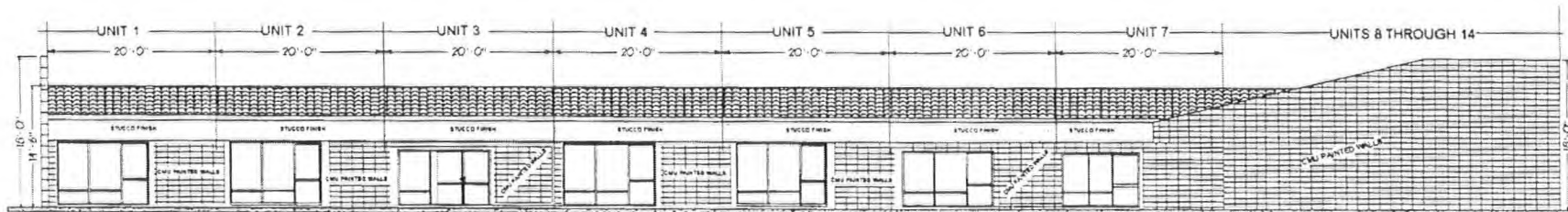
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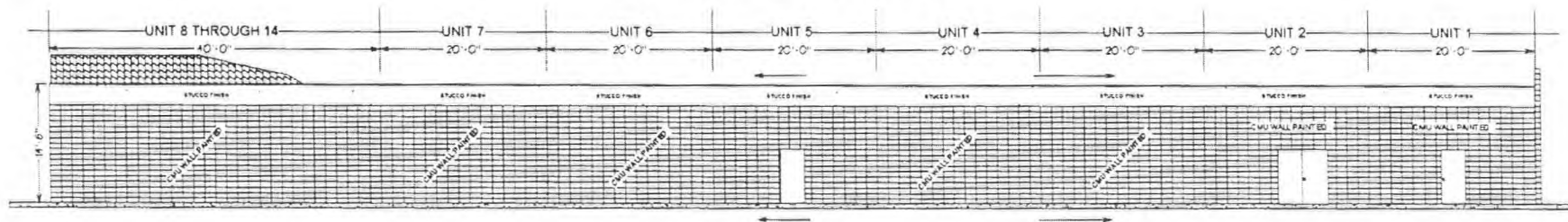
Parking Required 45
Parking Provided 45

JUL 23 2006

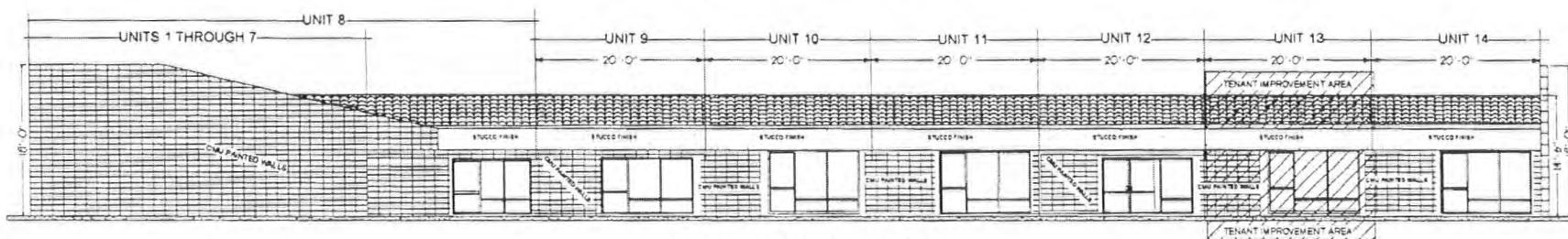
RQR-15420
09-06-06 CC



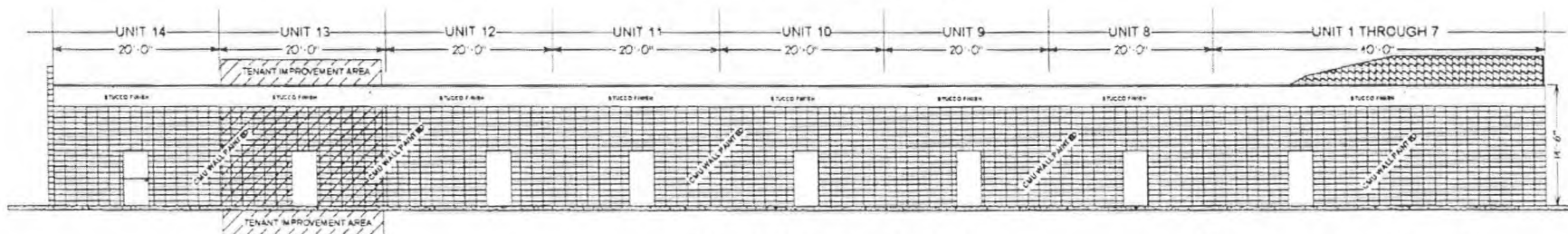
EXISTING FRONT (SOUTH) ELEVATION



EXISTING REAR (NORTH) ELEVATION



EXISTING FRONT (WEST) ELEVATION



EXISTING REAR (EAST) ELEVATION

RQR-15420
09-06-06 CC

Aztec Mini Mart
3140 Valley View Blvd # 3.4.5 Las Vegas, Nevada 89104

RECEIVED
JUL 25 2006

February 2006

A-

* ELEVATIONS *
ATI & C CONSTRUCTION LTD

3-20-06
4-10-06
2-1-06



055895



LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYORGARY REESE
MAYOR PRO TEMLARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSSDOUGLAS A. SELBY
CITY MANAGER

October 3, 2005

Mr. Farid Mahbobian-Fard
3140 South Valley View, LLC
18048 Karen Drive
Encino, California 91316RE: SUP-7359 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF SEPTEMBER 7, 2005

Dear Mr. Mahbobian-Fard:

The City Council at a regular meeting held September 7, 2005 APPROVED the request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (BEER/WINE/COOLER, OFF-SALE) at 3140 South Valley View Boulevard, Suites #3, #4 and #5 (APN 162-08-410-010), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on September 8, 2005. This approval is subject to:

Planning and Development

1. This Special Use Permit shall be reviewed in six months.
2. Conformance to all Minimum Requirements under Title 19.04.050 for a Liquor Establishment (On-Sale/Off-Sale/On-Off-Sale).
3. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.
4. Approval of this Special Use Permit does not constitute approval of a liquor license.
5. Prior to approval of a liquor license, the current business licenses for the existing businesses located in Suites #3 and #4 must be surrendered.
6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
7. All City Code requirements and design standards of all City departments must be satisfied.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011

TTY 702.386.9108

www.lasvegasnevada.gov

18112-001-05-05
CLV 7009

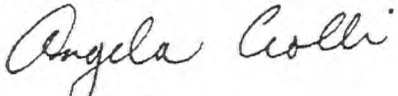
RQR-17420



Mr. Farid Mahbobian-Fard
SUP-7359 - Page Two
October 3, 2005

8. No single bottle sales shall be allowed. All alcohol sales shall be in their original packages.

Sincerely,



Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk



M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Ramzi Suliman
4080 Paradise Road, Suite #4 and #5
Las Vegas, Nevada 89109

Mr. Dave Eder
NV Gaming Application Consultants
777 E. Quartz Avenue, PMB 7707
Sandy Valley, Nevada 89019

RQR-15420

LAW OFFICE

*Jay H. Brown, Ltd.*A PROFESSIONAL CORPORATION
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jay@jhbrownltd.com

October 17, 2006

VIA FACSIMILE TO: 382-4803

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101
Attn: Barbara Jo Ronemus
City ClerkRECEIVED
CITY CLERK
2006 OCT 17 P 4:58Re: Item 129 - City Council Agenda of October 18, 2006
RQR-15420 RAMZI SULLIMAN

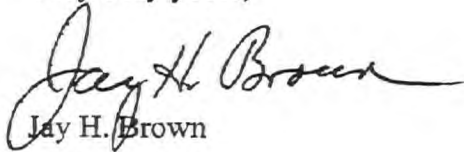
Dear Ms. Ronemus:

Please be advised that I represent the above named applicant.

The above referenced application is scheduled to be heard at the October 18, 2006 City Council meeting.

My client is requesting that the hearing on this matter be held in abeyance from the October 18, 2006 City Council meeting and rescheduled to the November 1, 2006 meeting. I have spoken with Councilwoman Tarkanian and she has no objection to the abeyance.

Very truly yours,


Jay H. Brown

JHB:cc

Scanned after final
Date 10/17/06 Item #129

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: OCTOBER 18, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

REQUIRED TWO YEAR REVIEW

RQR-13791 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: McELHOSE TRUST - Required Two Year Review of an approved Special Use Permit (U-0006-90) WHICH ALLOWED A 40-FOOT HIGH, 14-FOOT X 48-FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1535 North Eastern Avenue (APN 139-26-505-004), C-1 (Limited Commercial) Zone, Ward 5 (Weekly). NOTE: As of August 6, 2006 this item is located in Ward 3 (Reese). The Planning Commission (3-2 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

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City Council Meeting

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RECOMMENDATION:

The Planning Commission (3-2 vote) and staff recommend APPROVAL, subject to conditions.

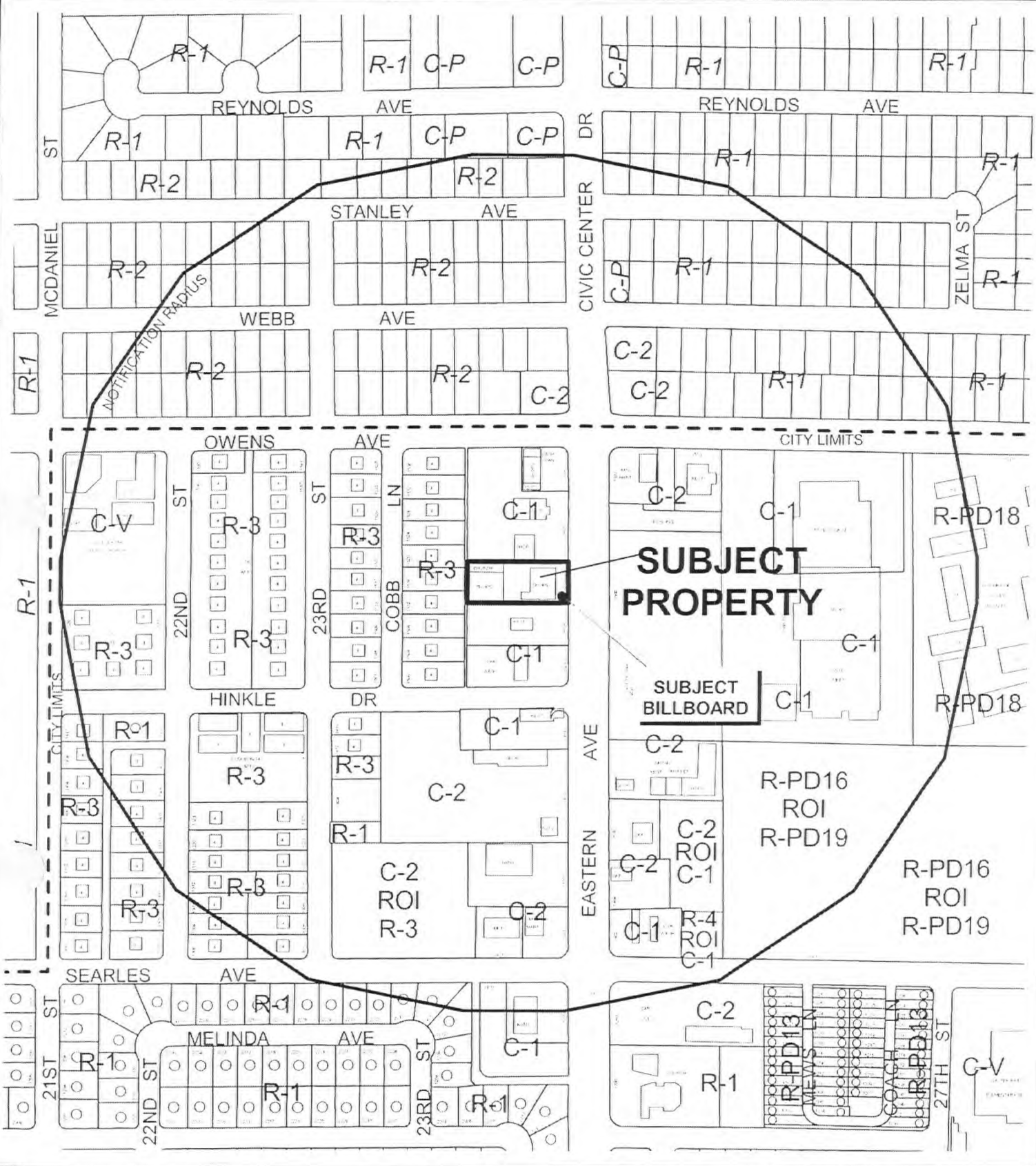
BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting documentation
4. City Council approval letter for RQR-4268
5. Submitted after final agenda - Abeyance request by Attorney Paul Larsen

Motion made by GARY REESE to Table Item 115 [GPA-14118], Item 116 [ZON-14120], Item 117 [VAR-14122] and Item 118 [SDR-14114]; HOLD IN ABEYANCE Item 119 [ZON-15031], Item 120 [SDR-15030], Item 124 [SUP-13362], Item 131 [RQR-13989], Item 133 [ZON-14344], Item 134 [VAR-15323], Item 135 [SDR-14353] and Item 142 [SDR-15747] to 11/15/2006; Item 129 [RQR-15420], Item 130 [RQR-13791], Item 132 [RQR-15054] and Item 141 [SUP-15347] to 11/01/2006; Item 128 [SUP-15442] and Item 72 [Four Aces Emporium] to 02/07/2007

Passed For: 7; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, OSCAR B. GOODMAN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-None)



CASE: **RQR-13791**
RADIUS: 1000 FT
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



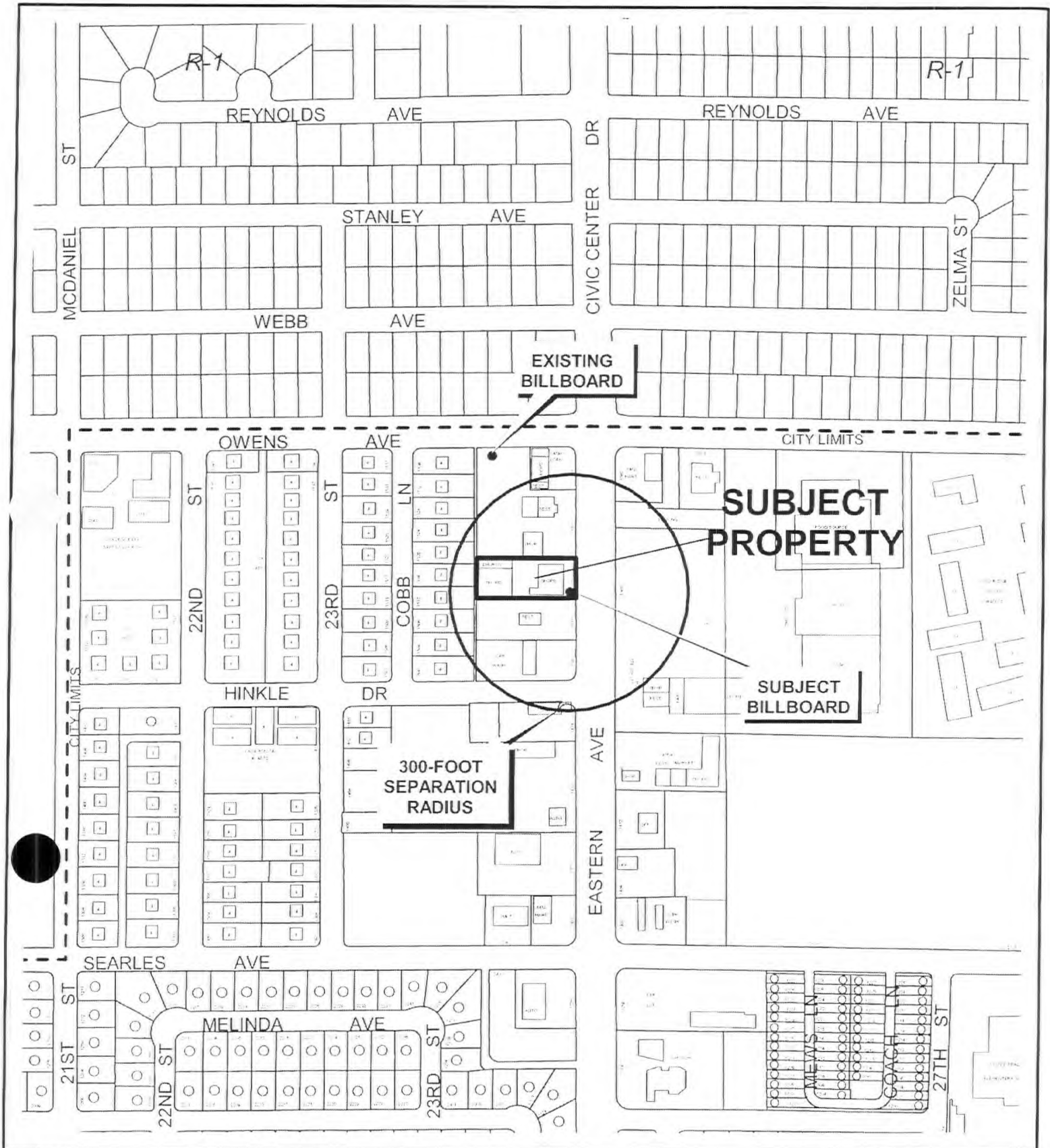
CASE: **RQR-13791**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 200 400 Feet



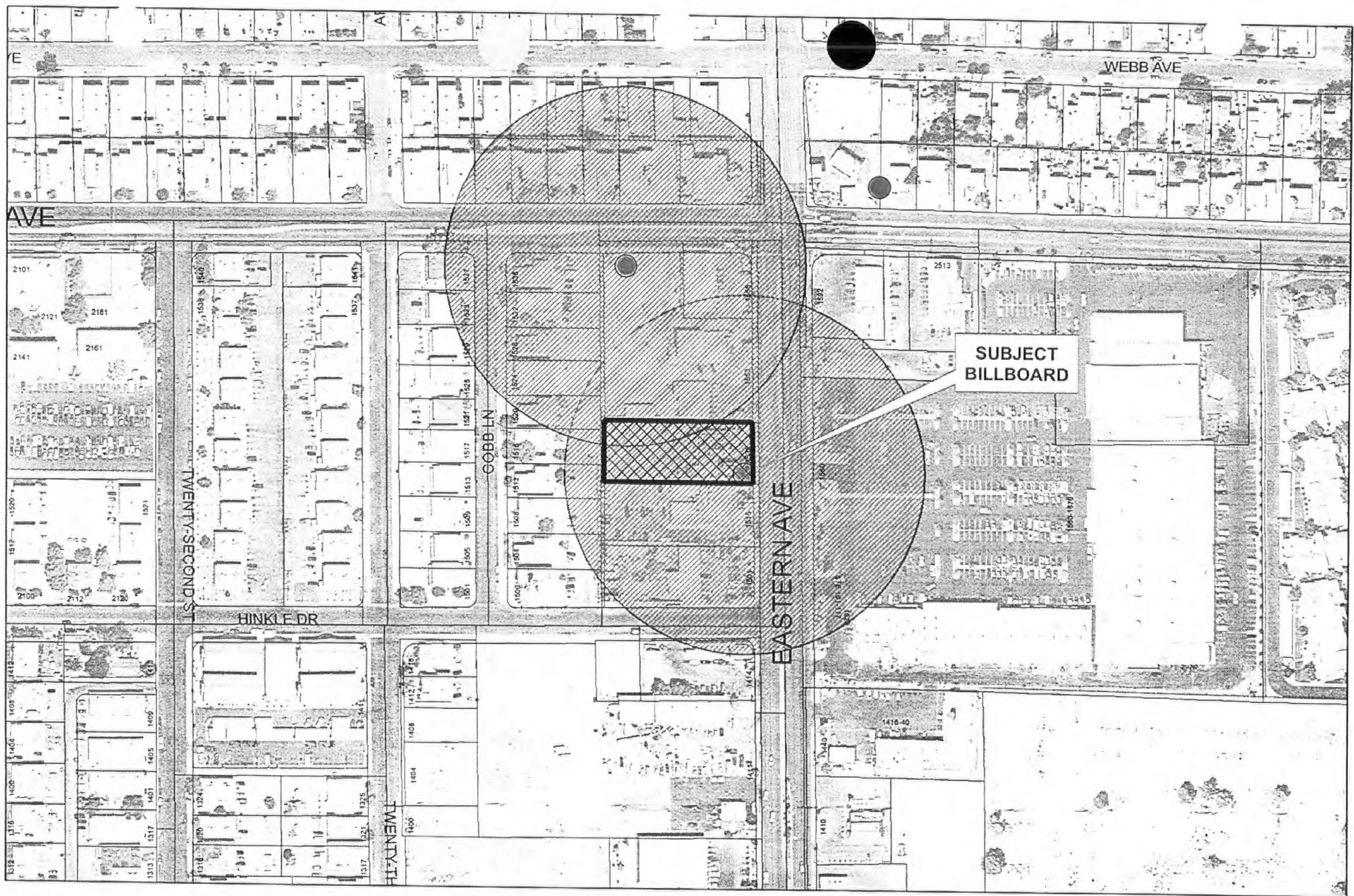


CASE: **RQR-13791**

SEPARATION RADIUS: 300 FT

0 200 400 Feet





RQR-13791

City of Las Vegas Billboard Data

-  Subject Parcel
-  City of Las Vegas Billboard Location
-  300 Foot Buffer Around Billboard
-  750 Foot Buffer Around Freeway Billboard
-  Off Premise Sign Exclusion Area
-  Exempt - Off Premise Area Sign Area



AGENDA MEMO

CITY COUNCIL MEETING DATE: OCTOBER 18, 2006
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ABEYANCE - RQR-13791 - APPLICANT: CLEAR
CHANNEL OUTDOOR - OWNER: McELHOSE TRUST

THIS ITEM WAS HELD IN ABEYANCE FROM THE SEPTEMBER 20, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (3-2/l/d/sd vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. The applicant shall obtain building permits and call for final inspection by the Building and Planning Department within thirty (30) days of approval by the City Council.
2. The Special Use Permit shall be reviewed in two (2) years at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.
3. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) sign.
4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the off-premise sign.
5. Only one advertising sign is permitted per sign face.
6. If the existing Off-Premise Advertising (Billboard) Sign structure is removed, this Special Use Permit shall be expunged and a new Off-Premise Advertising (Billboard) Sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, and (2) the location is in compliance with all applicable standards of Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.
7. All City Code requirements and design standards of all City Departments shall be satisfied.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a Required Two Year Review of an approved Special Use Permit (U-0006-90) which allowed a 40-foot high, 14-foot x 48-foot Off-Premise Advertising (Billboard) Sign at 1535 North Eastern Avenue.

EXECUTIVE SUMMARY

This is the fifth review of the subject Off-Premise Advertising (Billboard) Sign that was originally approved on 03/21/90. A site inspection revealed that the sign is in good condition. The sign has never received a final inspection. A condition of approval has been included, which requires a building permit within thirty (30) days of approval. Therefore, staff can support the subject Required Review and recommends approval of the subject application.

BACKGROUND INFORMATION

A) *Related Actions*

- | | |
|----------|---|
| 03/21/90 | The City Council approved a Special Use Permit (U-0006-90) for one 14-foot x 48-foot Off-Premise Advertising (Billboard) Sign on the site, subject to a five-year review. The Board of Zoning Adjustment and staff recommended approval on 02/22/90. |
| 04/19/95 | The City Council approved a Required Five Year Review [U-0006-90(1)] for one 14-foot x 48-foot Off-Premise Advertising (Billboard) Sign on the site, subject to a two-year review. The Board of Zoning Adjustment and staff recommended approval on 03/28/95. |
| 04/28/97 | The City Council approved a Required Two Year Review [U-0006-90(2)] for one 14-foot x 48-foot Off-Premise Advertising (Billboard) Sign on the site, subject to a five-year review. The Board of Zoning Adjustment and staff recommended approval on 04/01/97. |
| 06/05/02 | The City Council approved a Required Five Year Review [U-0006-90(3)] for one 14-foot x 48-foot Off-Premise Advertising (Billboard) Sign on the site, subject to a two-year review. The Planning Commission and staff both recommended approval on 04/25/02. |

- 07/07/04 The City Council approved a Required Two Year Review (RQR-4268) of an approved Special Use Permit (U-0006-90) which allowed a 14 foot x 48 foot Off-Premise Advertising (Billboard) Sign at 1535 North Eastern Avenue. The Planning Commission recommended denial, but staff recommended approval on 05/27/04.
- 07/27/06 The Planning Commission voted 3-2/ld/ds to recommend APPROVAL (PC Agenda Item #12/bts).

B) Pre-Application Meeting

A pre-application meeting is not required for this application.

C) Neighborhood Meetings

A neighborhood meeting is not required for this application, nor was one held.

D) Building Permit History

There are no building permits associated with the subject billboard. A condition of approval has been added, which requires a final inspection within thirty (30) days of approval.

E) Site Inspection Information

A Site Inspection was completed on 06/26/06. The inspection revealed that the sign is in good condition. A condition has been included that requires the sign to be maintained and kept free of graffiti and clean at all times.

DETAILS OF APPLICATION REQUEST

A) Site Area

Net Acres: 0.58

B) Existing Land Use

Subject Property: Commercial
North: Commercial
South: Commercial
East: Commercial
West: Multi-Family Residential

C) Planned Land Use

Subject Property: SC (Service Commercial)
North: SC (Service Commercial)
South: SC (Service Commercial)
East: SC (Service Commercial)
West: M (Medium Density Residential)

D) Existing Zoning

Subject Property: C-1 (Limited Commercial)
 North: C-1 (Limited Commercial)
 South: C-1 (Limited Commercial)
 East: C-2 (General Commercial)
 West: R-3 (Medium Density Residential)

E) General Plan Compliance

This site is designated as SC (Service Commercial) on the Southwest Sector Map of the General Plan. The existing C-1 (Limited Commercial) zoning designation is in compliance with the General Plan designation. The purpose of the C-1 (Limited Commercial) District is to provide most retail shopping and personal services. The proposed Off-Premise Advertising (Billboard) Sign use is a permitted use within the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.

SPECIAL DISTRICTS/ZONES	Yes	No
Special Area Plan		X
Special Overlay District		X
Trails		X
Study Area		X
Rural Preservation Neighborhood		X
County/North Las Vegas/HOA Notification		X
Development Impact Notification Assessment		X

The subject site is not within a Special District or Zone.

ANALYSIS

A) Zoning Code Compliance

A1) Pursuant to Title 19.04, the following Standards apply to the subject proposal:

Standards	Code Requirement	Proposed	Compliance
Location	No off-premise signs in the right-of-way	Sign is not in right-of-way	Y
	Permitted only in C-1, C-2, C-M, M Zoning Districts	Sign is in C-1 Zoning District	Y

Off-premise sign area (max.)	672 SF	672 SF	Y
Separation distance from other off-premise sign (min.)	300 Feet	400 Feet	Y
Separation distance from "U" or "R" zoning district	300 Feet	240 Feet	N
Off-premise sign height (max.)	40 Feet, except 55 Feet for signs within 60 feet of ROW when significantly obscured	40 Feet	Y
Setbacks (min.)	50 Feet from nearest ROW intersection	210 feet	Y

The sign conforms to all separation standards for Off-Premise Advertising (Billboard) Signs except for the distance from the sign to a residential use. The subject sign was approved prior to changes to residential adjacency requirements for Off-Premise Advertising (Billboard) Signs.

B) General Analysis and Discussion

- Zoning

An Off-Premise Advertising (Billboard) Sign is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.

- Use

The Off-Premise Advertising (Billboard) Sign is located 240 feet from property designated as "R" (Residential), however, the immediately surrounding area has not significantly changed enough since the last two-year review to warrant the removal of the Off-Premise Advertising (Billboard) Sign. Therefore, the off-premise sign remains appropriate for this location.

- Conditions from Required Review (RQR-4268)

1. The Special Use Permit shall be reviewed in two (2) year at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Advertising (Billboard) Sign is removed.
2. The Off-Premise Advertising (Billboard) Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Advertising (Billboard) Sign.

3. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the off-premise sign.
4. Only one advertising sign is permitted per sign face.
5. If the existing off-premise advertising sign structure is removed, this Special Use Permit shall be expunged and a new off-premise advertising sign structure shall not be erected in the same location unless: (1) a new Special Use Permit is approved for the new structure by the City Council, or (2) the location is in compliance with all applicable standards of Title 19 of the Las Vegas Municipal Code including, but not limited to, distance separation requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.
6. All City Code requirements and design standards of all City Departments shall be satisfied.

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.”**

Title 19.14.100 allows the removal of an Off-Premise Advertising (Billboard) Sign if conditions in the surrounding area have changed such that the off-premise sign no longer meets the standards for approval of a Special Use Permit. While the area immediately surrounding the subject site has not changed substantially in the past two years since the previous Special Use Permit review, billboards are not conducive to new development and are not an appropriate use in perpetuity. It is recommended this approval be subject to a two-year review.

2. **“The subject site is physically suitable for the type and intensity of land use proposed.”**

There are no physical constraints to the continuation of the off-premise advertising (billboard) sign use on this site.

3. **“Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.”**

The subject site is located adjacent to Eastern Avenue, which is designated as a Primary (100-foot) Arterial Street, on the Master Plan of Streets and Highways. The proposed use will not generate any additional traffic demand.

4. **“Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.”**

The proposed off-premise sign would not be a threat to the public health, safety, and welfare, as its license is subject to ongoing City inspection and enforcement.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

8

ASSEMBLY DISTRICT 11

SENATE DISTRICT 2

NOTICES MAILED 211 by City Clerk

APPROVALS 0

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-13791** APN: **139 26 505 004**

Name of Property Owner: ROBERT MC ELHOSE

Name of Applicant: CLEAR CHANNEL OUTDOOR

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

Yes

~~_____~~ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____

APN:

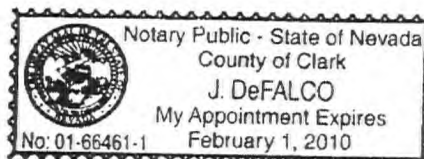
→ Signature of Property Owner:

➔Print Name:

Subscribed and sworn before me

This 23 day of May, 2006

Notary Public in and for said County and State





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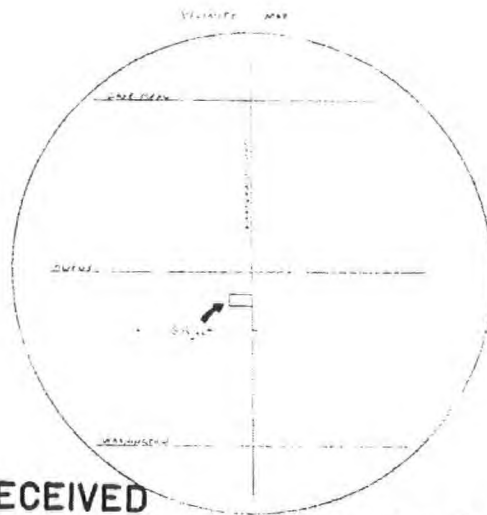
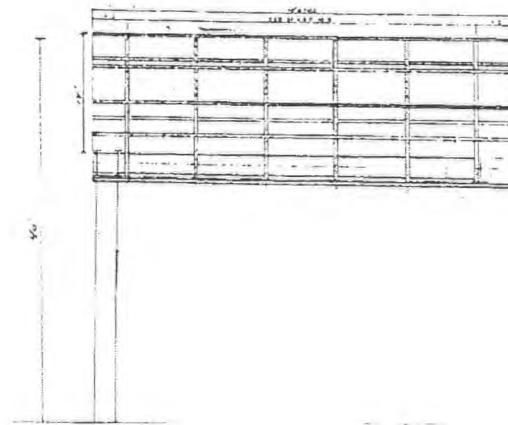
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RQR-13791
07/27/06 PC



SCALE: 1" = 10'	DATE: 12/27/05	BY: RQR-13791
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1211 West Donkey Road, Denver, CO 80202



RQR-13791 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: MCELHOSE TRUST
1535 NORTH EASTERN AVENUE
JULY 27, 2006 PLANNING COMMISSION

06/26/06



RQR-13791 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: MCELHOSE TRUST
1535 NORTH EASTERN AVENUE
JULY 27, 2006 PLANNING COMMISSION

06/26/06



RQR-13791 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: MCELHOSE TRUST
1535 NORTH EASTERN AVENUE
JULY 27, 2006 PLANNING COMMISSION

06/26/06



July 12, 2004

Mr. and Mrs. Robert McElhose
2511 Green Castle Court
Oxnard, California 93035

RE: RQR-4268 - REQUIRED TWO YEAR REVIEW
CITY COUNCIL MEETING OF JULY 7, 2004

Dear Mr. and Mrs. McElhose:

The City Council at a regular meeting held July 7, 2004 APPROVED the request for Appeal filed by the applicant from the Denial by the Planning Commission of a Required Two Year Review of an approved Special Use Permit (U-0006-90) WHICH ALLOWED A 14 FOOT X 48 FOOT OFF-PREMISE ADVERTISING (BILLBOARD) SIGN at 1535 North Eastern Avenue (APN: 139-26-505-004), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on July 8, 2004. This approval is subject to:

Planning and Development

1. The Special Use Permit shall be reviewed in two (2) year at which time the City Council may require the off-premise sign to be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the off-premise advertising (billboard) sign is removed.
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RQR-13791

07/27/06 PC

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
TREASURER

JOHN CHASE
JANET MONCRIEF
STEVE WOLFSON

DOUGLAS A. SELBY
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

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TDD 702.386.9108

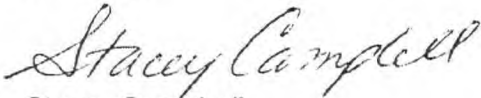
www.lasvegasnevada.gov
18112-001-6/04

Mr. and Mrs. Robert McElhose
RQR-4268 - Page Two
July 12, 2004

requirements, or (3) a Variance to the applicable standards of Title 19 has been approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City Departments shall be satisfied.

Sincerely,



Stacey Campbell
Deputy City Clerk I for
Barbara Jo Ronemus, City Clerk

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Rod Carter
Clear Channel Outdoor
2880-B Meade Avenue, Suite #350
Las Vegas, Nevada 89102

RQR-13791
07/27/06 PC

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW

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October 13, 2006

SAMUEL S. LIONEL
GRANT SAWYER
(1918-1996)
JON R. COLLINS
(1923-1987)
RICHARD H. BRYAN
JEFFREY P. ZUCKER
PAUL R. HEJMANOWSKI
ROBERT D. FAISS
DAVID N. FREDERICK
RICHARD W. HORTON
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OF COUNSEL
ELLEN WHITTEMORE
BRIAN HARRIS
LAURA J. THALACKER

WRITER'S DIRECT DIAL NUMBER
(702) 383-8819
PLARSEN@LIONELSAWYER.COM

VIA FACSIMILE (702-292-6311)

Barbara Jo Ronemus, City Clerk
City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101

VIA FACSIMILE (702-474-7463)

Margo Wheeler,
City of Las Vegas Planning Department
731 South Fourth Street
Las Vegas, NV 8911

Re: RQR 13791 and RQR 15054

Dear Ms. Ronemus and Ms. Wheeler:

On behalf of my client, Clear Channel Outdoor, I respectfully request that the above-referenced applications, currently scheduled to be heard by the City Council on Wednesday, October 18, 2006, be held until the Council's first November meeting.

This request comes as the result of a relatively productive meeting between the City Planning Department, the City Building Department, and representatives of Clear Channel Outdoor and Lamar Outdoor, in which alternatives to the condition(s) requiring a "final inspection" of all existing billboards - via historical documentation or new building permit - was

G:\Attorneys\PEL\15508-25 (CLEAR CHANNEL - City of LV)\Ltr Ronemus and Wheeler 10-13-06.doc

RENO OFFICE: 1100 BANK OF AMERICA PLAZA, 50 WEST LIBERTY STREET • RENO, NEVADA 89501 • (775) 788-8666 • FAX (775) 788-8682

CARSON CITY OFFICE: 410 SOUTH CARSON STREET • CARSON CITY, NEVADA 89701 • (775) 851-2115 • FAX (775) 851-2115

WASHINGTON, DC OFFICE: 101 CONSTITUTION AVENUE NW, SUITE 800 • WASHINGTON, DC 20001 • (202) 742-4264 • FAX (202) 742-4265

Date 10/16/06 Item #130

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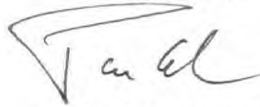
LIONEL SAWYER & COLLINS
ATTORNEYS AT LAW

Barbara Jo Ronemus, City Clerk
Margo Wheeler, City of Las Vegas
Planning Department
October 13, 2006
Page 2

discussed. We request this two week continuance to enable us to investigate and discuss with our engineers the alternative(s) discussed with the City staff.

We truly appreciate your and the Council's kind consideration of this hold request. Please call me if you have any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul E. Larsen", written over a large, stylized checkmark or "L" shape.

Paul E. Larsen

PEL:csr

cc: Mayor Pro-tem Gary Reese