

**THIS MEETING
CONTAINS SOME
PAGE(S) THAT ARE
ILLEGIBLE/POOR
QUALITY**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 15, 2006

DEPARTMENT: PLANNING & DEVELOPMENT**DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

SITE DEVELOPMENT PLAN REVIEW

SDR-14306 - PUBLIC HEARING - APPLICANT/OWNER: BRUCE A. AND JULIE A. KHALILZADEGAN - Request for a Site Development Plan Review FOR A PROPOSED 68-UNIT CONDOMINIUM DEVELOPMENT AND A WAIVER OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 3.52 acres at 5300 North Rainbow Boulevard (APN 125-35-201-006), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 6 (Ross). NOTE: THIS APPLICATION IS NOW 36 UNITS. Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

111

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (4-3 vote) recommends 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 10-19-06 Planning Commission Meeting Item 22

Motion made by STEVEN D. ROSS to Approve subject to conditions and amending Condition 6 as read into the record:

6. There shall be no parking along the east property line, and that that area shall be replaced with another row of trees and landscaping, the same as the perimeter.

Passed For: 6; Against: 0; Abstain: 1; Did Not Vote: 0; Excused: 0

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

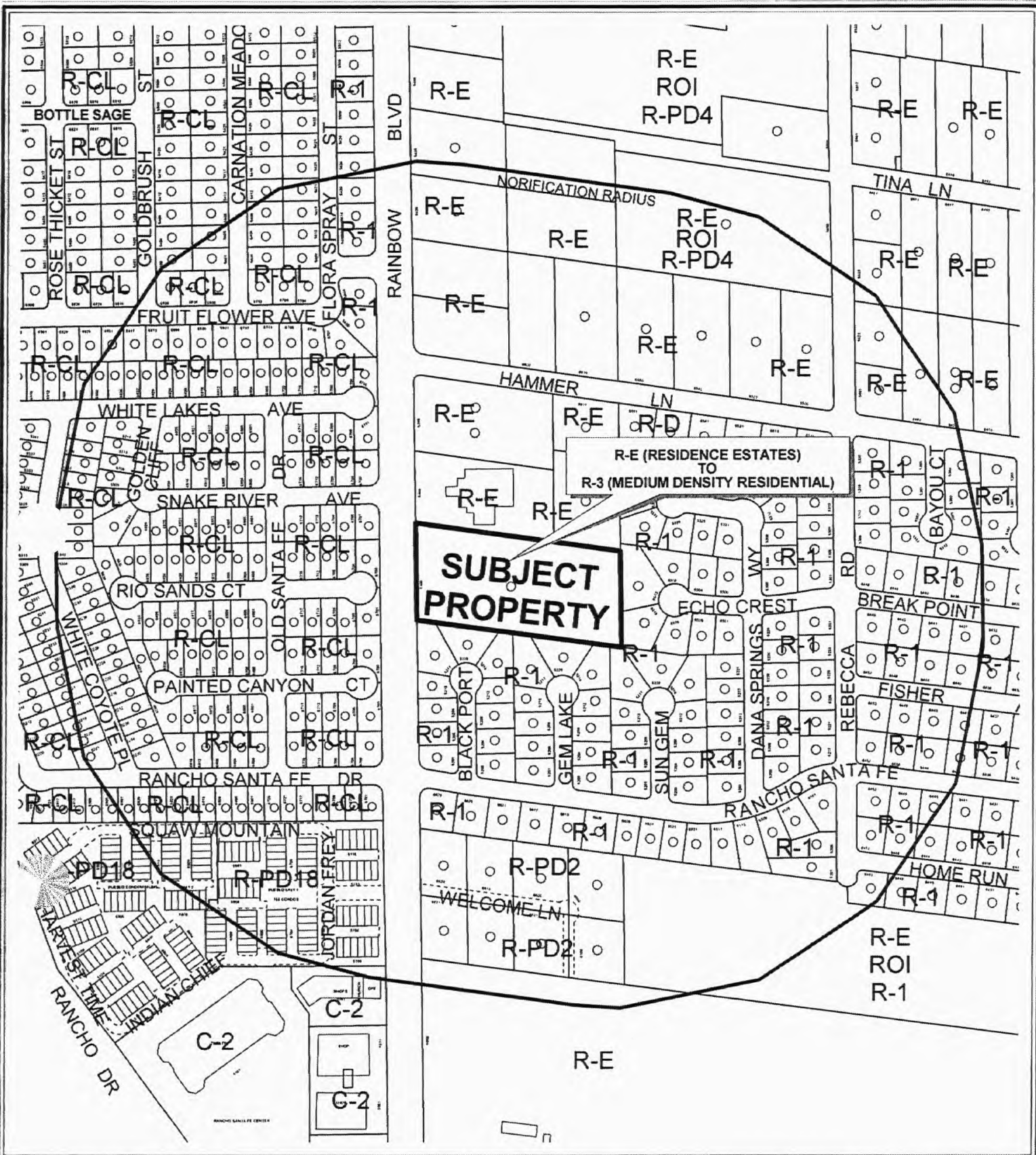
NOTE: MAYOR GOODMAN abstained from voting on Items 82-84, as he and ATTORNEY JAY BROWN own property on West Charleston Boulevard.

CITY COUNCIL MEETING OF: NOVEMBER 15, 2006

Minutes:

See Item 82 for related discussion.





CASE: SDR-14306

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)



AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: SDR-14306 - APPLICANT/OWNER: BRUCE A. AND JULIE A. KHALILZADEGAN

**** CONDITIONS ****

Staff recommends DENIAL. The Planning Commission (4-3/gt/se/bg vote) recommends APPROVAL, subject to:

Planning and Development

1. Construct an eight-foot perimeter wall. The resulting gap between the wall shall be capped with a cementitious material that will not add any additional load to the walls as approved by the Planning Department and the Building and Safety Department.
2. A tot lot shall be added to the open space area.
3. Conformance to the Conditions of Approval for General Plan Amendment (GPA-14304), Rezoning (ZON-14308) shall be required, if approved.
4. 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.
5. All development shall be in conformance with the site plan and landscape plans, and building elevations, date stamped 10/04/06, pursuant to the site plan for a maximum of 36 units, except as amended by conditions herein.
6. There shall be no covered parking along the east property line.
7. A Waiver from perimeter landscape buffer width is hereby approved, to allow a landscape buffer five feet in width in the rear and side yard areas where six feet is required.
8. The minimum distance between buildings shall be 14 feet.

9. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. The technical landscape plan shall include the following changes from the conceptual landscape plan; the applicant shall be required to provide for the multi-use transportation trail is required along Rainbow Boulevard.
10. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.
11. Air conditioning units shall not be mounted on rooftops.
12. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
13. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off luminaries. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
14. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.
15. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

16. Gated entry drives shall be designed, located and constructed in accordance with Standard Drawing #222A.
17. Meet with the Fire Protection Engineering Section of the Department of Fire Services prior to submittal of a Tentative Map for this site. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

18. A Homeowners' Association shall be established to maintain all private roadways, landscaping and common areas created with this development.
19. 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.
20. The final layout of the subdivision shall be determined at the time of approval of the Tentative Map.
21. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.
22. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-14308 and all other applicable site-related actions.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Site Development Plan Review for a proposed 36-unit condominium development and a waiver of perimeter landscape buffer requirements on 3.52 acres at 5300 North Rainbow Boulevard.

EXECUTIVE SUMMARY

The proposed condominium project contains deviations from landscaping requirements, requires a General Plan Amendment, a Rezoning, and does not meet the intent of the Rural Preservation Overlay District. The proposed deviations are not supported, nor are the General Plan Amendment and Rezoning applications. The project is out of character with the neighborhood and is not in compliance with standards; therefore, denial of this project is recommended.

BACKGROUND INFORMATION

A) *Related Actions*

- 07/27/06 This item and companion items for a General Plan Amendment (GPA-14304) to change the land use designation from R (Rural Density Residential) to M (Medium Density Residential), a Rezoning (ZON-14308) to change the zoning from R-E (Residence Estates) to R-3 (Medium Density Residential), and a Variance (VAR-14309) from residential adjacency requirements were abeyed to the 08/24/06 Planning Commission meeting in order for the applicant to redesign the project.
- 08/24/06 This item and companion items for a General Plan Amendment (GPA-14304) to change the land use designation from R (Rural Density Residential) to M (Medium Density Residential), a Rezoning (ZON-14308) to change the zoning from R-E (Residence Estates) to R-3 (Medium Density Residential), and a Variance (VAR-14309) from residential adjacency requirements were held in abeyance in order to submit revised plans for the project.
- 09/07/06 The Planning Commission approved companion items for a General Plan Amendment (GPA-14304) to change the land use designation from R (Rural Density Residential) to MLA (Medium-Low Attached Density Residential). The Site Development Plan Review (SDR-14306) was held in abeyance to the 10/19/06 Planning Commission meeting. The Variance (VAR-14309) is no longer required and was withdrawn without prejudice.
- 10/19/06 The Planning Commission voted 4-3/gt/se/bg to recommend APPROVAL (PC Agenda Item #22/ng).

B) *Pre-Application Meeting*

06/01/06 A pre-application meeting was held and elements of this proposed development were discussed.

C) *Neighborhood Meetings*

06/15/06 A neighborhood meeting was held regarding companion General Plan Amendment (GPA-14304). The meeting was held at 5:30 p.m. at the Santa Fe Casino. Two applicant representatives, two staff members, and 25 citizens were in attendance. The following concerns were noted:

- The proposed condominiums are inappropriate for the area; everything in the immediate vicinity is single-family residential.
- The Medium Density land use designation is much too dense for the area.
- The two-story buildings are inappropriate as everything else in the neighborhood is one story.
- The project doesn't have adequate side yard setbacks - 10 feet isn't sufficient to separate a two-story multifamily building from a single-family residence.
- The two-story buildings will completely diminish views.
- The multi-family project will generate excessive traffic.
- The multi-family project will decrease property values.
- The type of people who live in apartments and condominiums will result in an increase in crime and do not belong in a single-family area.

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Net Acres: 3.52

B) *Existing Land Use*

Subject Property: Single Family Residential (Proposed Condominium Development)

North: Single Family Residential
Commercial

South: Single Family Residential

East: Single Family Residential

West: Single Family Residential

C) *Planned Land Use*

Subject Property: R (Rural Density Residential) [(Proposed MLA (Medium Low Attached Density Residential)]

North: R (Rural Density Residential)

South: L (Low Density Residential)
East: L (Low Density Residential)
West: ML (Medium-Low Density Residential)

D) Existing Zoning

Subject Property: R-E (Residence Estates) [Proposed R-2 (Medium-Low Density Residential)]
North: R-E (Residence Estates)
South: R-1 (Single Family Residential)
East: R-1 (Single Family Residential)
West: R-CL (Single Family – Compact Lot)

E) General Plan Compliance

The subject property is currently designated as R (Rural Density Residential) under the Centennial Hills Sector Plan of the General Plan. The Rural Density Residential category is a rural or semi-rural environment with a lifestyle much like that of the Desert Rural, but with smaller allowable lot size. The R category permits up to 3.59 units per acre. The applicant has proposed a General Plan Amendment (GPA-14304) to be heard concurrently with the application that would amend the land-use designation to MLA (Medium Low Attached Density Residential). The Medium Low Attached Density Residential category includes a variety of multi-family units such as plexes, townhouses, and low density apartments. The MLA category permits up to 12.49 units per acre. The proposed density is 10.23 units per acre. With approval of the proposed General Plan Amendment the site would be in compliance with the General Plan. It is noted that denial of the General Plan Amendment is recommended as the proposed MLA (Medium Low Attached Density Residential) designation is not compatible with the area.

PROJECT DESCRIPTION

The project calls for a 36-unit condominium development consisting of eight residential buildings plus a clubhouse. The two eight-plexes are two stories in height and the remaining buildings are single-story. A portion of the parking would be covered and a gated entrance is proposed.

ANALYSIS

A) Zoning Code Compliance

A1) Development Standards

Pursuant to Title 19.08, the following Development Standards apply:

Standards	Required R-2	Provided	Compliance
Min. Lot Size	6,500 SF	153,331 SF	Y
Min. Setbacks			
• Front	20 Feet	25 Feet	Y
• Side	5 Feet	53 Feet	Y
• Corner	5 Feet	N/A	N/A
• Rear	20 Feet	70 Feet	Y
Max. Building Height	2 Stories/35 Feet	2 Stories/28 Feet	Y
Trash Enclosure	50 Feet from a protected property	53 Feet	Y

The proposed development meets the development standards of the requested R-2 district.

A2) Residential Adjacency Standards

The proposed development is in compliance with Residential Adjacency requirements. The two-story element of this development is setback 70 feet from the rear property line and fits under the required 3:1 slope; as designed.

A3) Parking and Traffic Standards

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

Uses	Units	Required		Provided	
		Ratio	Parking		Parking
			Regular	Handicap	
Residential Two Bedroom	36	1.75 spaces/unit	63	0	105
Guest		1 space/6 units	6	0	6
Total	36		69		111

The proposed development exceeds the requirements of Title 19.10.

A4) Landscape and Open Space Standards

Pursuant to Title 19.12, the following Landscape Standards apply:

Standards	Required		Provided
	Ratio	Trees	
Buffer:			
• Min. Trees	1 Trees/20 Linear Feet	79 Trees	79 Trees
• Min. Zone Width	10 Feet (ROW) 6 Feet (Interior)		15 Feet 5 Feet

The applicant is providing the proper number of trees spaced at 20 feet on center around the perimeter of the development. The landscape buffer adjacent to the right-of-way exceeds requirements. The landscape buffer narrows to five feet in the rear yard area where six feet is the minimum required. The applicant has requested a waiver to permit this deviation from standards. Staff does not support this waiver as there would be adequate room to shift the center of the development forward by one-foot to meet requirements.

A multi-use transportation trail is required along Rainbow Boulevard. The applicant has not provided for this and will be required to submit a revised landscape plan showing this trail. The trail requires a five-foot transition strip in the right-of-way, a ten-foot public transportation path, and a five-foot private landscaped corridor made up of shrubs, benches, and other amenities.

B) General Analysis and Discussion

- Zoning

The subject property is currently zoned R-E (Residence Estates). The purpose of the R-E (Residence Estates) District is to provide for low density residential units located on large lots and conveying a rural environment. These Districts are consistent with the policies of the Desert Rural Density Residential category of the General Plan.

The applicant is proposing a zone change (ZON-14308) to the R-2 (Medium-Low Density Residential) District. The purpose of the R-2 District is to establish lots primarily for medium to low density single-family detached units and duplex units. The R-2 District is consistent with the policies of the Medium-Low Density and Medium-Low Attached Density Residential categories of the General Plan. The proposed development consists of eight residential buildings plus a clubhouse. The proposed development would be in conformance to the R-2 (Medium-Low Density Residential) District with approval of all associated applications. It is noted the denial of the Rezoning request is recommended as the R-2 (Medium-Low Density Residential) District is out of character with the area.

- Site Plan

The site plan for the proposed development shows, (4) four-unit buildings, (2) eight-unit buildings, (2) two-unit buildings, and a clubhouse. Parking is around the perimeter and a portion of it will be covered. The development will have a pool and clubhouse. Trash enclosures are located throughout the site. There shall be no covered parking in the rear yard as the covered parking structure does not meet setback requirements.

- Waivers

The applicant has requested a waiver of perimeter landscape buffer width requirements. This is in the rear and side yard areas. The proposed landscape buffer is five feet in width where six feet is the minimum required. This waiver is not supported as the applicant has the space to accommodate the landscape buffer.

- Landscape Plan

Landscaping for the proposed development is provided primarily around the perimeter. The front buffer is fifteen feet in width; the entry also features a landscaped median. The perimeter is landscaped with the required 24-inch box trees spaced at 20 feet on center. The buffer width is one foot less than required in the rear and side yards. A waiver has been requested to permit this deviation from standards and is not supported. The interior of the development is landscaped primarily with small shrubs.

A multi-use transportation trail is required along Rainbow Boulevard. The applicant has not provided for this and will be required to submit a revised landscape plan showing this trail. The trail requires a five-foot transition strip in the right-of-way, a ten-foot public transportation path, and a five-foot private landscaped corridor made up of shrubs, benches, and other amenities.

- Elevation

Elevations show two-story buildings with a maximum height of approximately 28 feet for the eight-unit buildings. The design is typical of development of this type.

- Floor Plan

Floor plans for the proposed project show layouts featuring two-bedroom apartments.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **“The proposed development is compatible with adjacent development and development in the area;”**

The proposed condominium complex is located in a Rural Preservation Overlay District or (RPOD). The RPOD permits a maximum of two dwelling units per acre. While the portion of the development closest to Rainbow Boulevard is exempt from these requirements, as it is within 330 feet of a right-of-way greater than 100 feet in width, the rear half of the development is not and should be required to meet the two units per acre maximum requirement. Additionally, the immediate area is single-family homes and this development would be out of character with the neighborhood. As this development does not meet the intent of the RPOD and is out of character with the neighborhood 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;”**

A waiver from landscape buffer width requirements in the rear and side yards have been requested. The project would also require a General Plan Amendment (GPA-14304) and a Rezoning (ZON-14308) to comply with the General Plan. The proposal is not consistent with landscaping requirements in Title 19. The project would only be consistent with the General Plan with approval of the related General Plan Amendment and Rezoning. The categories requested are not compatible with the neighborhood. Due to the landscape deviations and incompatibility with the area denial of this project is recommended.

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

The site would gain access from Rainbow Boulevard, a 100-foot Primary Arterial. The gated community would permit adequate stacking area. Site access and circulation would be adequate.

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

Building materials are standard for the area, in this case stucco and tile. The landscape materials meet requirements. Both 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 features and design characteristics, while basic, are harmonious and compatible with the area.

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

The proposed development would not endanger the public health or general welfare, but is incompatible with surrounding land-use patterns.

PLANNING COMMISSION ACTION

The Planning Commission added conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

9

ASSEMBLY DISTRICT 1

SENATE DISTRICT 6

NOTICES MAILED 547 by Planning Department

APPROVALS 0

PROTESTS 108



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-14306** APN: 125-35-201-006

Name of Property Owner: Bruce & Julie Khalilzadegan

Name of Applicant: Bruce & Julie Khalilzadegan

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: Bruce Kirk / Zickert

Subscribed and sworn before me

This 12th day of June, 2004

Notary Public in and for said County and State



JUN 13 2006

R-CL ZONING

VICINITY MAP



SQ. FTG. / PARKING CALCULATION

PROJECT FOOTPRINT
 SQUARE FOOTAGE: 36 UNITS (1,088 S.F. EACH) - TOTAL 39,168 S.F.
 TYPICAL UNIT - 2 BEDROOM / 2 BATH

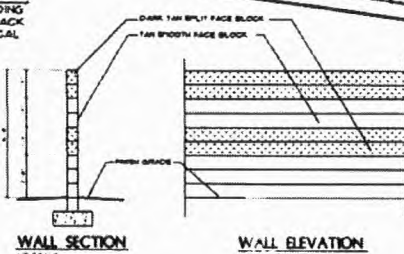
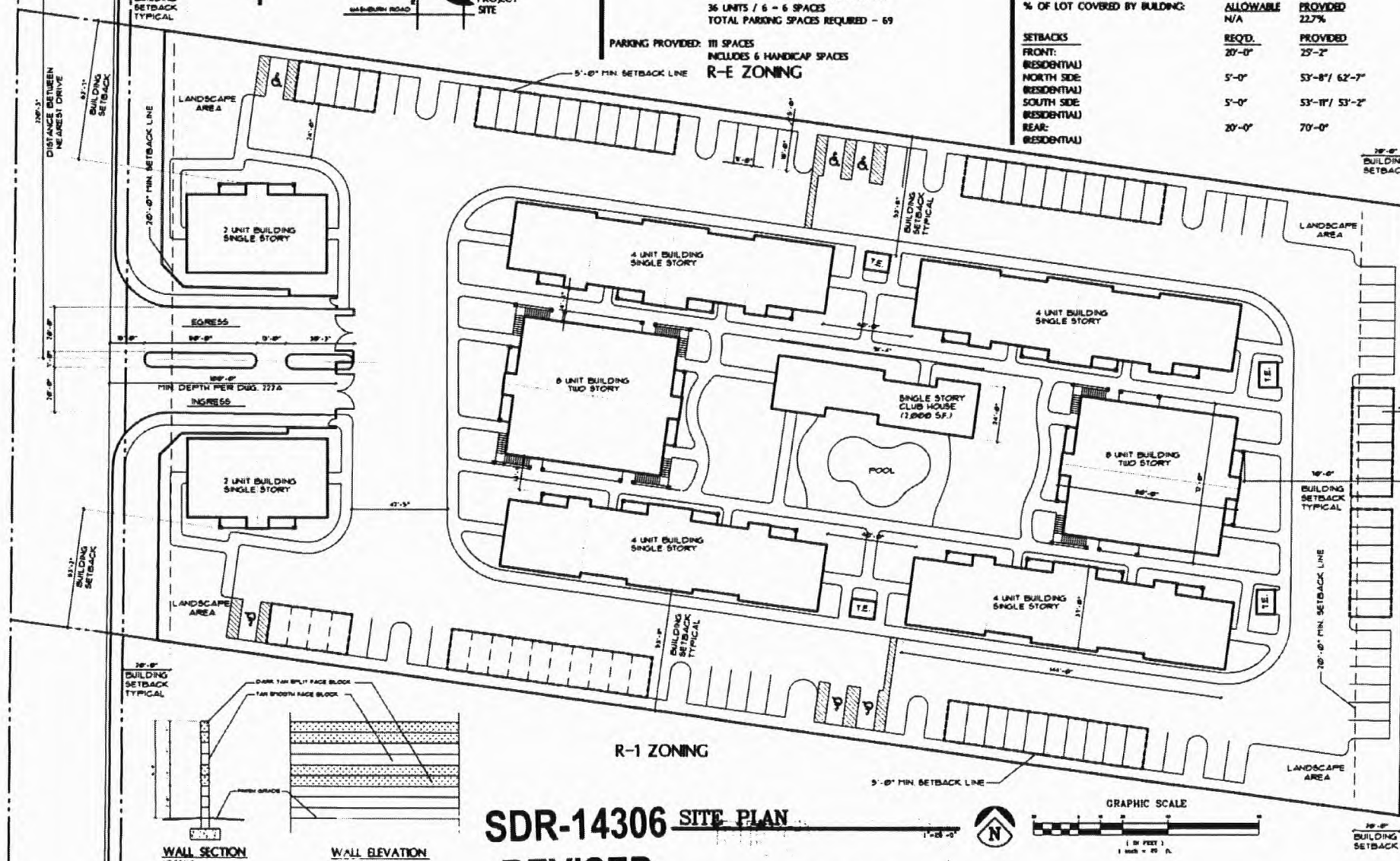
TOTAL
 PARKING REQUIRED: 2 BEDROOM UNIT - 175 SPACES PER UNIT
 PLUS 1 SPACE FOR EVERY 6 UNITS
 36 UNITS X 175 = 63 PARKING SPACES
 36 UNITS / 6 = 6 SPACES
 TOTAL PARKING SPACES REQUIRED - 69

PARKING PROVIDED: 111 SPACES
 INCLUDES 6 HANDICAP SPACES
R-E ZONING

LOT INFO

APN NO. - 125-35-201-006
 CURRENT GENERAL PLAN: R (RURAL)
 PROPOSED GENERAL PLAN: M (MEDIUM)
 CURRENT ZONING: R-E
 PROPOSED ZONING: R-3 (20-25 UNITS PER ACRE)
 SITE AREA (EST.): 153,331 S.F. = 3.52 ACRES
 DENSITY: 10 UNITS PER ACRE
 % OF LOT COVERED BY BUILDING: ALLOWABLE 22.7%
 N/A

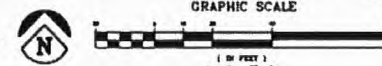
SETBACKS	REQD.	PROVIDED
FRONT: (RESIDENTIAL)	20'-0"	25'-2"
NORTH SIDE: (RESIDENTIAL)	5'-0"	53'-8" / 62'-7"
SOUTH SIDE: (RESIDENTIAL)	5'-0"	53'-11" / 53'-2"
REAR: (RESIDENTIAL)	20'-0"	70'-0"



R-1 ZONING

SDR-14306 SITE PLAN
REVISED
10/19/06 PC

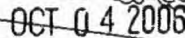
OCT 04 2006

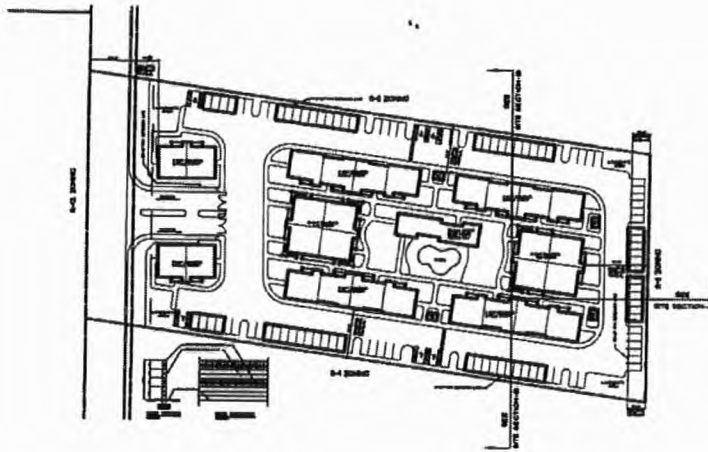


10.03.06
 5300 N. Rainbow
 R-E ZONING

10.03.06

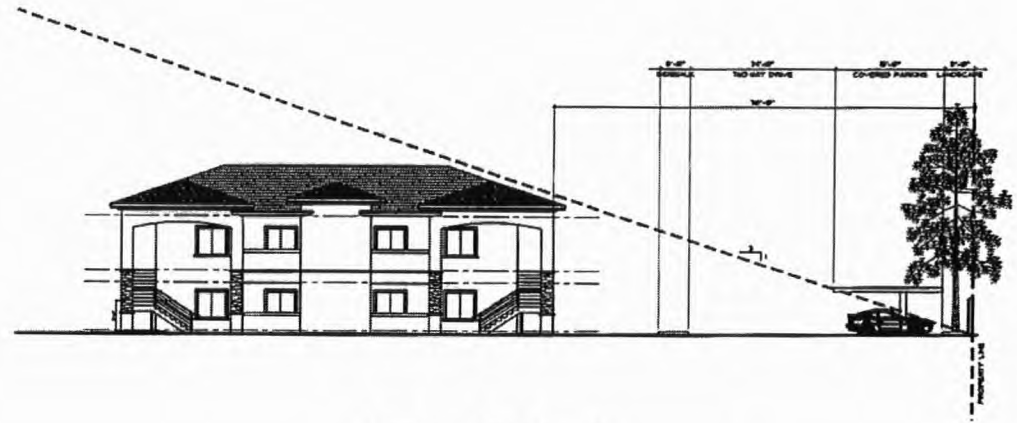
5300 N. Rainbow





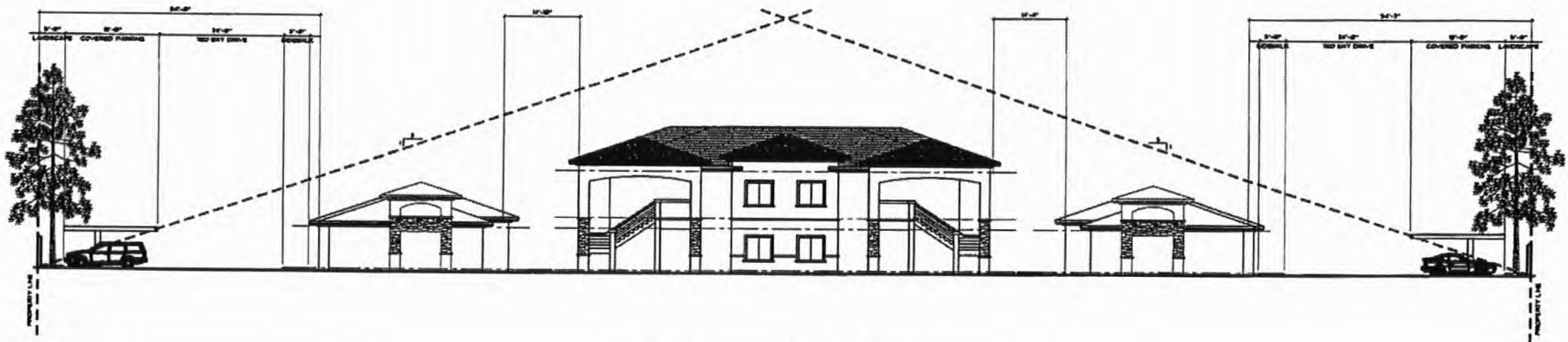
KEY PLAN

NOT TO SCALE



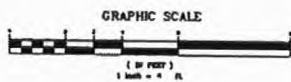
SITE SECTION - A

NOT TO SCALE



SITE SECTION - B

NOT TO SCALE



5300 N. Rainbow

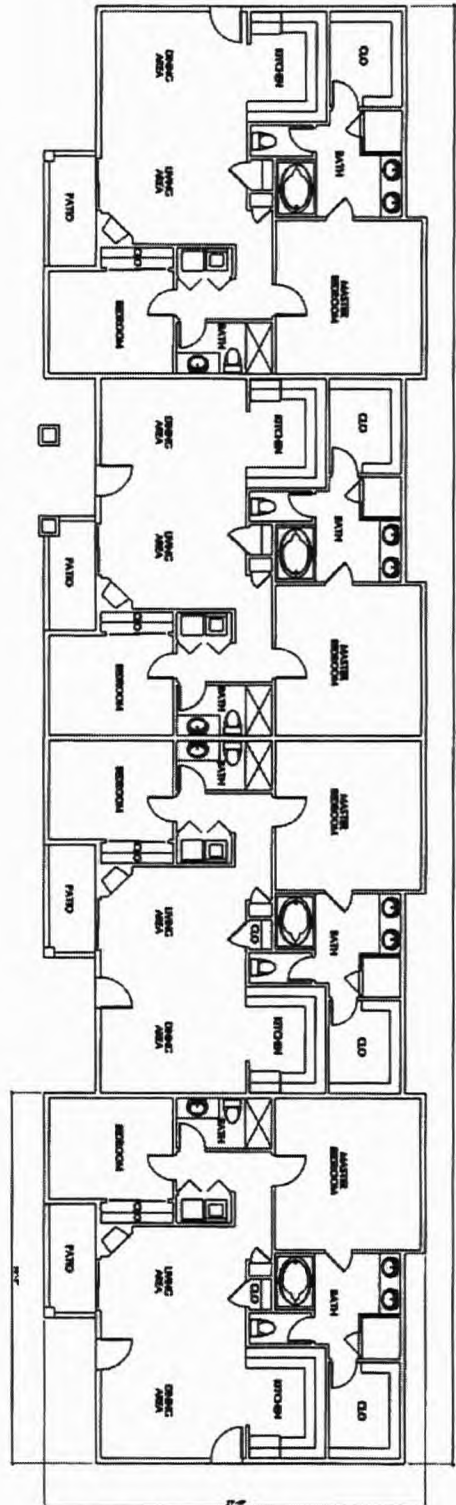
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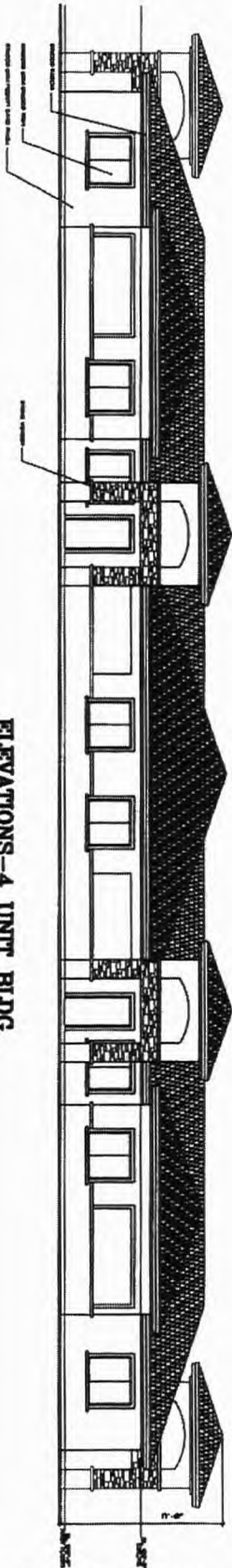
REVISED

10/19/06 PC



FLOOR PLAN - 4 UNIT BLDG.

FLOOR PLAN-4 UNIT BLDG.



ELEVATIONS - 4 UNIT BLDG.

ELEVATIONS-4 UNIT BLDG.

SDR-14306

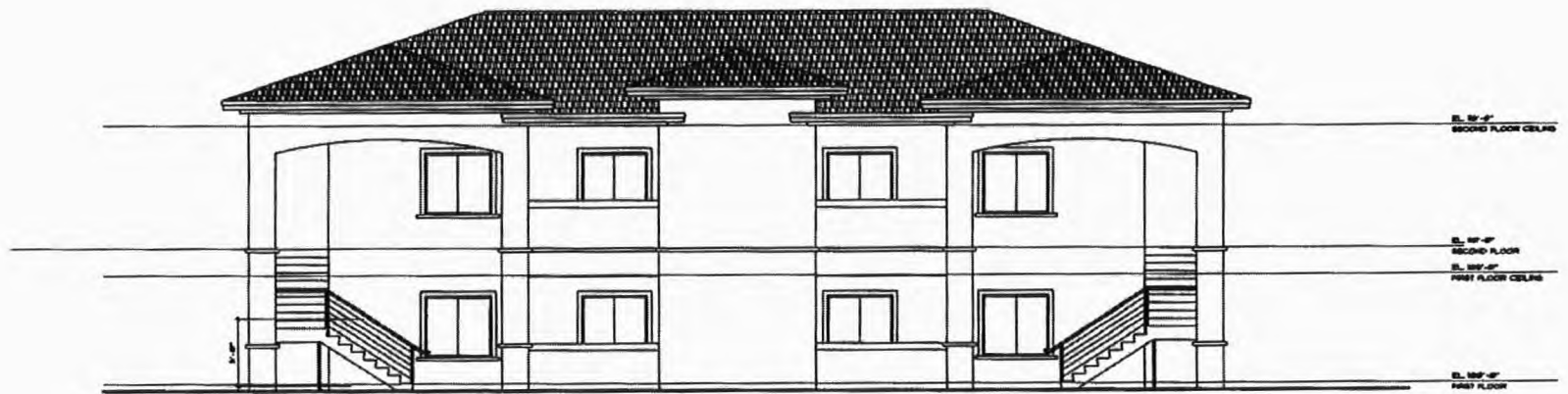
REVISED

10/19/06 PC

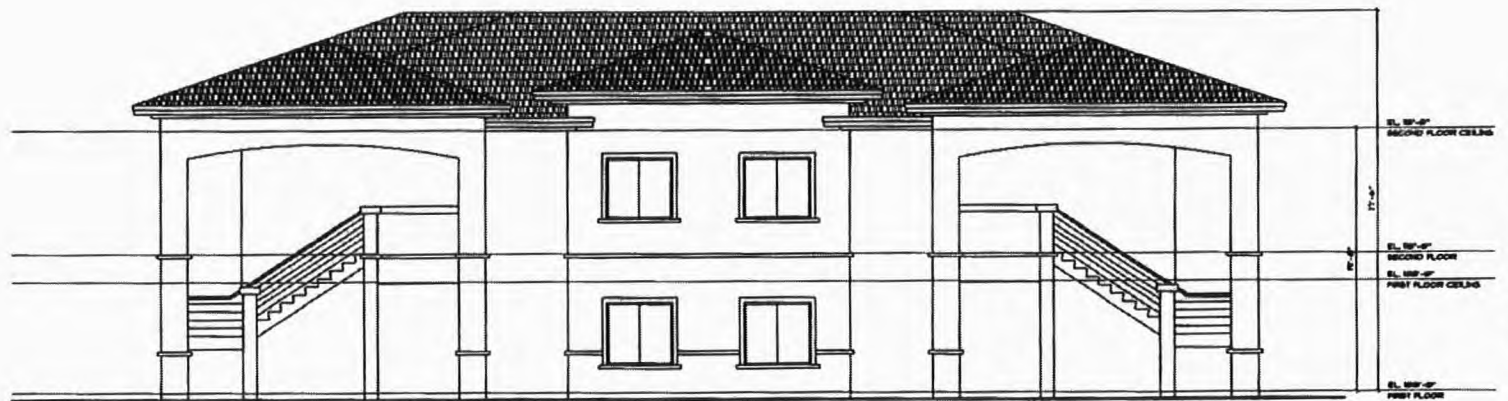
OCT 04 2006

5300 N. Rainbow

10-03-06



FRONT/REAR ELEV-8 UNIT
1/4"=1'-0"

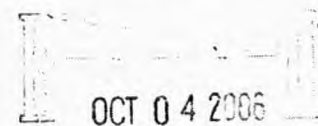


SIDE ELEV-8 UNIT BLDG
1/4"=1'-0"

EXTERIOR ELEVATIONS - 8 UNIT BLDG.



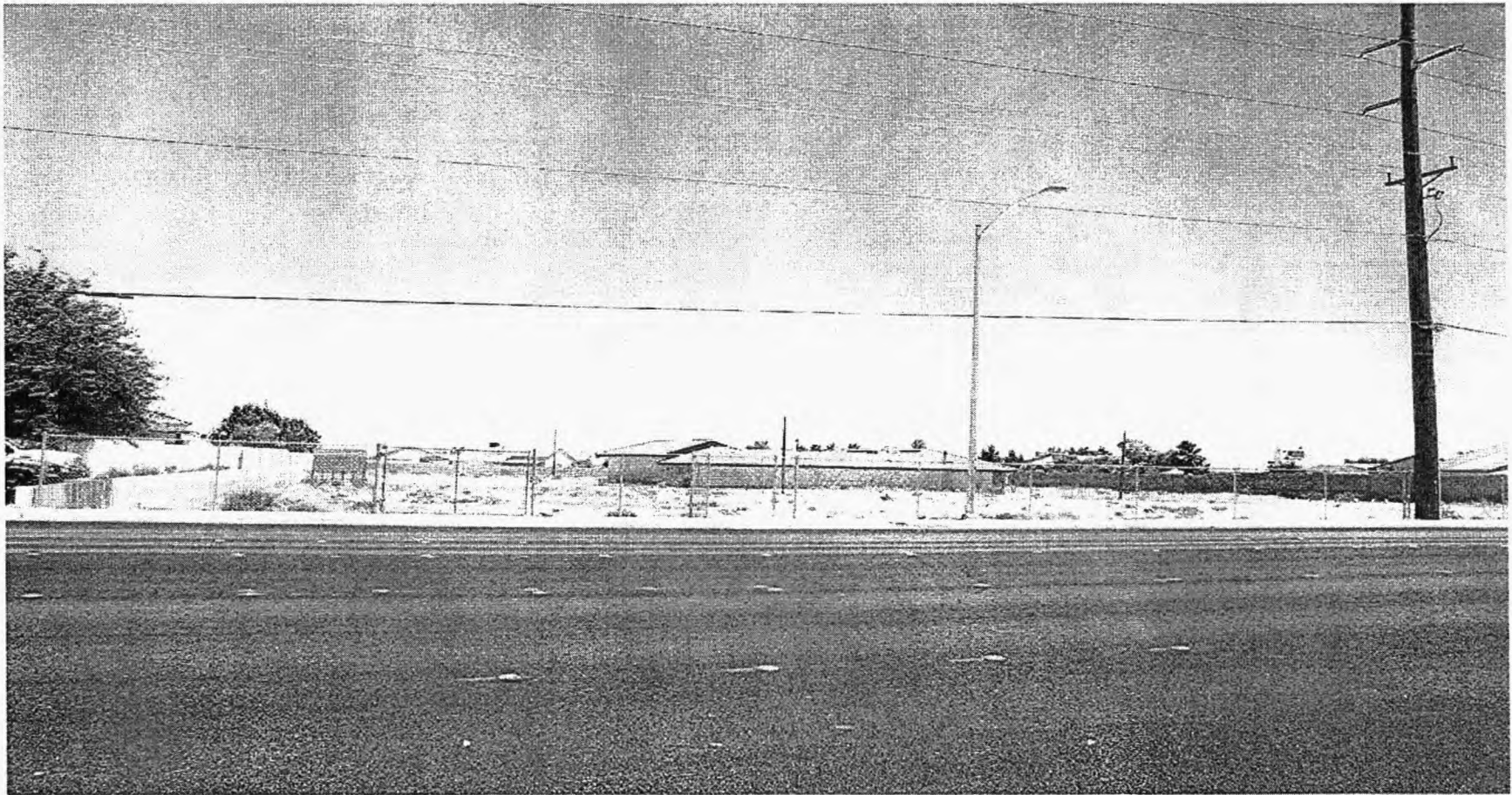
5300 N. Rainbow



10.03.06
SDR-14306
REVISED
10/19/06 PC

SDR 14306				
Bruce A. & Julie A. Khalilzadegan				
5300 N Rainbow				
Proposed 68 unit multi-family development.				
Traffic produced by proposed development:				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	RES. CONDO/TOWNHOUSE [DWELL]	68	5.86	398
AM Peak Hour			0.44	30
PM Peak Hour			0.52	35
(heaviest 60 minutes)				
Existing traffic on all nearby streets:				
Rainbow Boulevard				
Average Daily Traffic (ADT)	7,836			
PM Peak Hour	627			
(heaviest 60 minutes)				
Ann Road				
Average Daily Traffic (ADT)	21,547			
PM Peak Hour	1724			
(heaviest 60 minutes)				
Rancho Drive				
Average Daily Traffic (ADT)	25,082			
PM Peak Hour	2007			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets:				
	Adjacent street ADT			
	Capacity			
Rainbow Boulevard	32585			
Ann Road	51700			
Rancho Drive	34300			
This project will add approximately 398 trips per day on Rainbow, Ann and Rancho.				
This will increase expected volumes by about 5 percent on Rainbow and about 2				
percent on Ann and Rancho. Rainbow is at about 24 percent of capacity, Ann is about 42 percent of capacity and Rainbow is at about 73 percent of capacity.				
Based on Peak Hour use, this development will add roughly 35 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.				



SDR-14306 - APPLICANT/OWNER: BRUCE A. AND JULIE A. KHALILZADEGAN
5300 NORTH RAINBOW BOULEVARD
OCTOBER 19, 2006 PLANNING COMMISSION

07/12/06

LAW OFFICE

Jay H. Brown, Ltd.

A PROFESSIONAL CORPORATION
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jay@jhbrownltd.com

June 12, 2006

City of Las Vegas Planning & Development
731 South Fourth Street
Las Vegas, Nevada 89101

Re: Justification Letter
5300 N Rainbow Ave. APN #: 125-35-201-006

Gentlemen:

Please be advised that I represent Bruce and Julie Khalilzadegan with their applications for a General Plan Amendment, Site Development Plan Review, Rezoning and a Variance for the above mentioned location.

The proposed project will be a multi-family development of two story high condominiums which will require a Site Development Plan Review per Title 19.18.

Currently, the location is general planned Rural Density Residential which allows 3.59 units per acre. We wish to have 22 units per acre and therefore will require a general plan amendment to Medium Density Residential which allows 25.49 per acre. To keep the zoning consistent with the requested general plan amendment we are also requesting the zoning be changed from R-E (Residence Estate) to R-3 (Medium Density Residential).

Additionally, since the proposed location is adjacent to single family residential, a variance to allow multi-family residential is requested.

If you have any questions, please contact me or my assistant Shawn Schrott.

Very truly yours,


Jay H. Brown

JHB:ss

SDR-14306
10/19/06 PC

JUN 13 2006

**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**

Planning and Development Department
Current Planning Division
Development Services Center
731 South Fourth Street
Las Vegas, NV 89101
July 17, 2006

To Whom It May Concern:

Please deny the rezoning request ZON 14308; the General Plan Amendment, GPA 14304; the Variance, GAR 14309; and the Site Development Plan Review, SDR 14306.

This area is zoned R-3 on the master plan and should not be changed to medium density. There is already too much traffic on Rainbow Road, too many houses to add 68 Condos to the area. We urge you to please deny these requests! Thank you.

Earl & Audney Somerville

Earl and Audney Somerville
6817 Painted Canyon Ct.
Las Vegas, NV 89130

17 July 2006

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

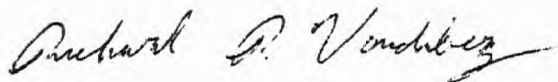
From: Richard Paul Vandenberg, Trustee
RPV Trust
6512 Echo Crest Ave.
Las Vegas Nevada, 89130

Re: Case: GPA-14304
SDR-14306
VAR-14309

I hereby strongly object to the proposed actions contained in the above referenced cases, and plan to attend the Planning Commission meeting set for 6:00 pm, July 27, 2006.

I purchased my property on July 1, 1996, Because the subdivision had R-1 zoning with only single story homes. It is a nice quiet area which will be harmed by multiple-family densities and multiple-car parking lots. My rear lot line is located entirely on the rear lot line of the referenced property. My neighbor to the south abuts the balance of the referenced property.
Multiple-family zoning should remain west of Rainbow Boulevard.

Sincerely,



Richard Paul Vandenberg, Trustee

5108 Back Street
Las Vegas, NV 89130-1809
17 July 2006

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

Subject: Written Objections Related To:
GPA-14304
ZON-14308
SDR-14306
VAR-14309

Dear Sirs:

Thank you for the opportunity to file my written objections related to the proposed project at 5300 North Rainbow Boulevard (APN125-35-201-006) as described in GPA-14303, ZON-14308, SDR-14306, and VAR-14309.

I respectfully request you disapprove this project for the following reasons:

1. GPA-14304

- A. The surrounding area of this proposed project is comprised of single family residences located on large lots, some up to an acre in size.
- B. The homes adjacent and near this project are primarily single story homes. Multiple floor buildings would not be in keeping with the design of the area.
- C. Increasing the density of this area will put additional burdens on the local fire and police stations.
- D. There is a child care center immediately adjacent to the proposed project which could be adversely affected by increased traffic flow and noise in the area.
- E. Depending on which elementary school would be assigned to this project, the addition of 68 condominium units would add an additional burden on the already stressed local elementary schools of Joe Neal and Earnst May.
- F. The addition of 68 condominium units would significant increase the traffic flow along North Rainbow Boulevard including egress onto a road with a 45 mph speed limit in that area.
- G. The majority of the public, who attending the community meeting of 15 June 2006, at the Santa Fe Hotel & Casino, did not support this project.

P

Subject: Written Objections

- H. The project presenter stated the public comments would be submitted to the project developer and a future community meeting would be conducted to share new project designs, but apparently was not the intention.
- I. This proposed project does not fit the Centennial Hills Section of the Master Plan and will detract from the surrounding area.

2. ZON-14308

- A. Same as above.

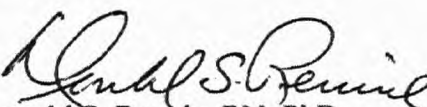
3. SDR-14306

- A. At the community meeting of 15 June 2006, at the Santa Fe Hotel & Casino, the project presenter did not mention to the attending public that there would be any requests for waivers of the required perimeter landscape buffer. In fact, the project presenter emphasized the fact that there would be significant landscape buffers, particularly adjacent to the immediate properties to serve as a barrier between properties.
- B. Without landscape buffers, residents in the immediately adjacent properties to the proposed project will lose all aspects of privacy.

4. VAR-14309

- A. At the community meeting of 15 June 2006, at the Santa Fe Hotel & Casino, the project presenter did not mention to the attending public that there would be any requests for variances from the required setbacks. In fact, the project presenter emphasized the fact that there would be significant setbacks which would contribute to the maintenance of the privacy of the residents of the adjacent properties.
- B. Without proper setbacks, the privacy of the adjacent residential property owners will be significantly compromised.

Respectfully,


Donald S. Rennie, RN, PhD



The way it should be

July 26, 2006

City of Las Vegas
Planning & Development Department
Current Planning Division
Flinn Fagg, Manager

In re: Objection to GPA-14304, ZON-14308 and VAR-14309 and SDR-14306

Dear City Personnel:

As the property owner of 18.66 gross acres located at the southwest corner of Ann Road and Rebecca, PN II, Inc, dba Pulte Homes Las Vegas, formally **objects** to the aforementioned zoning applications.

As the City knows, Pulte was recently approved to build 78 detached single family homes on 18.66 gross acres just north of the applicant's proposed site at a density of 4.11 dwelling units per acre.

The applicant's property currently resides in a RE district which allows a maximum density of 3.59 dwelling units per acre. The proposed 68 condominiums would create density exceeding 19 units per acre: almost five times the density that was recently awarded to the Pulte community just north.

Pulte seriously questions the merit or value of this proposed project insofar as it significantly challenges the rural aspects of the area and fails to maintain the larger detached home feel of the entire corridor. At minimum, the applicant's density must be significantly reduced to a level more in keeping with the existing area.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Craig Cherney".

Craig Cherney, esq.
Pulte Homes Las Vegas
702-914-3035 phone
702-914-4997 fax

July 26, 2006

VIA FACSIMILE
702-474-0352

Las Vegas Planning Commission
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101

Re: Zoning Case Numbers: GPA-14304, ZON-14309, and SDR-14306

Dear Commissioners:

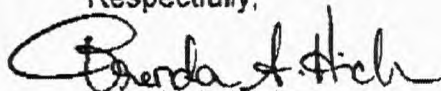
I am contacting you regarding the above referenced zoning case numbers as I reside at 6550 West Hammer Lane. I am speaking out to voice my opposition for the proposed condominium project associated with these case numbers, and ask that you accept this letter as my formal objection to this project.

This project falls within the boundary of the recently adopted Rural Neighborhood Preserve and feel this project is way to dense for the surrounding area that is currently zoned RE. I furthermore more feel that the request to encroach on the existing development by allowing a setback waiver, of 10-foot sides and 23-rear yard where the Code requires 87 feet, is inappropriate for the area. It is also my concern that the increased traffic would negatively impact the area as well.

I would however support a project that did not have such a high density on the 3.52 acres. I would support a project that more closely resembles the development surrounding the area. I understand that land is at a premium and that development is inevitable, but don't feel a density of 19.31 du/acre, in this case is beneficial.

Thank you for your consideration of my request.

Respectfully,


Brenda A. Hicks
Homeowner
702.655.5874

R

34-37
P

July 19, 2006

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

RECEIVED

JUL 25 4 13 PM '06

PLANNING AND
DEVELOPMENT

Subject: Applications for: Rezoning ZON-14308
General Plan Amendment GPA-14304
Variance-14309
Site Development Plan Review SDR-14306

My wife and I own and reside at 6513 Echo Crest Avenue and our property is directly adjacent to the property at 5300 Rainbow Blvd for which the subject applications were made.

We appreciate and agree with the recommendation for denial made by the Current Planning Division Staff for these applications.

We further wish to state our strenuous objection to any consideration of approval of any of these subject applications. It is our understanding that the applications are for a 68 multi-story condominium development, without garages, to be positioned around the exterior of the property.

We object for the following reasons:

- 1) Single-family residences that are zoned as R-1 or R-E surround this property. This proposed development is not consistent with the existing residential neighborhood or the master plan for development.
- 2) All present property owners will experience a substantial loss in the value of their residences if this proposed development is allowed to proceed.
- 3) All planning of the infrastructure is based on the master plan for development. If high-density developments like this are allowed, all services will be overloaded including all utility services, roadways, schools, police and fire protection and health services. The growth in this area has already overloaded our schools, hospital emergency rooms and the water system. The roadways in these neighborhoods were not designed to take this kind of high-density development.
- 4) All of the existing residences adjacent to this proposed development in my area have spent considerable time and monies in the improvement of their properties by installing pools, patios and landscaping. We will lose our privacy in our own back yards if this multi-story development is allowed.
- 5) The Planning Commission has a history of denying any rezoning or variances not consistent with a minimum of R-1 zoning for all prior developments.

Finally all other residences in the area would experience a large financial loss and a lower quality of life if these applications were approved.

We wish to thank the staff for their recommendation of denial for all these applications and express our desire that the Planning Commission follow the staff recommendations.

Sincerely,


Bruce R. Gardella



Bruce Gardella
6513 Echo Crest Ave
Las Vegas, NV 89130

ITEM # 34-37 R
CASE # _____
PC MTG 7.27.06 P

CC: Steven D. Ross, Ward 6 Councilman

We the residents signed below are opposed to the following item listed below. We feel that this is not compatible with the area and the density does not comply with the master plan. The variance does not follow the guidelines set before us established by the Las Vegas city codes that have been adopted. The following item is set to be heard before the Planning Commission on July 27th. We believe that our voice needs to be heard.

GPA-14304, ZON-14308, VAR-14309 & SDR-14306

APPLICANT/OWNER: BRUCE A. AND JULIE A. KHALILZADEGAN

Request to amend a portion of the Centennial Hills Sector Plan of the Master

Plan FROM: R (RURAL DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL)

on 3.52 acres at 5300 North Rainbow Boulevard.

Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL)

Request for a Variance TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 10 FEET

IN THE SIDE YARD AREA AND 23 FEET IN THE REAR YARD WHERE 87 FEET IS THE MINIMUM SETBACK REQUIRED

Request for a Site Development Plan Review FOR A PROPOSED 68-UNIT CONDOMINIUM DEVELOPMENT AND A WAIVER OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS.

Name
Phone #

Address

Signature

1. Rich Stevens

Linda J. Stevens

5216 Blackport Ct

655-1555

89130

Rich Stevens
Linda J. Stevens

2. Tisha & MATTHEW SICILIANO

5200 Blackport Ct

89130

Tisha & Matthew Siciliano

3. Rocky & Candace Becken

5217 Blackport Ct

645-0577

Candace Becken

Rocky & Candace Becken

4. Suzanne & Peter Merello

5208 Blackport Ct

399-8905

Suzanne Merello

Peter Merello

5. Victor & Martha Salazar

5200 Blackport Court

638-2826

Victor & Martha Salazar

ITEM # 34.37

CASE #

PC MTG 7.27.06

P
(91) R

5

1. Regina Butler 6508 Echo Crest Ave
Regina Butler
2. Misti Miller 6509 Echo Crest Ave.
Misti Miller
3. Mary Stuart 6500 Echo Crest Ave.
Mary Stuart
4. Jeff Wach 6449 Breakport
Jeff Wach
5. Carol Nicholson 5233 Rebecca Rd. 89130
Carol Nicholson
6. CAREY MITCHELL 5312 REBECCA RD
Carey C. Mitchell
7. JAMIE LEWIS 5320 REBECCA RD
Jamie Lewis
8. SERGE G. MILLER 6441 Rancho Santa Fe
Serge Miller
9. DAVID REYES 6437 Rancho Santa Fe
David Reyes
10. PICK VIETHS 6428 RANCHO SANTA FE
Pick Vieth

NAME

ADDRESS

SIGNATURE

PHONE #

1. MARION EDNAEIN 5325 DANA SPRINGS WAY, LAS VEGAS NV 8913
Marion E. Ednae
2. Cynthia K Randall 5333 Dana Springs Way LV NV 89130
Cynthia K Randall
3. Susan Gain 5336 Dana Springs Way LV NV 8913
Susan Gain
4. William Gain 5336 Dana Springs Way LV NV
William Gain
5. Kevin Naschko 5221 DANA SPRINGS WAY LV NV 89130
Kevin Naschko
6. Leo Shaver 5224 DANA SPRINGS WAY LV NV 89130
Leo J. Shaver
7. Leona Kellard 5208 Dana Springs Way
Leona
8. Sherri Aragon 5228 Dana Springs LV NV 89130
Sherri Aragon
9. BEENA PISZKIN 6501 ECHO CREST AVE 89130
Beena Piskin
10. Barbara Miller 6504 Echo Crest Ave 8913
Barbara C. Miller

NAME

ADDRESS

SIGNATURE

PHONE #

1. Robert Gorman 5320 Dana Springs Way.
Robert Gorman

2. ZENOPIA WATSON 5321 DANA SPRINGS WAY
Zenobia Watson

3. Mark Short 5329 Dana Springs Way
MARK SHORT

4. JASON BURKHOLDER 5333 DANA SPRINGS WY
Jason Burkholder

5. Sharon Plager 5312 DANA SPRINGS WY
Sharon Plager

6. MARIE CORDRET 5312 DANA SPRING WAY
Mari Cordrey

7. RAY CORDRET 5312 DANA SPRINGS
Ray Cordrey

8. TAMARA SHORT 5329 DANA SPRINGS WAY
Tamara Short

9. Jamela Holmes 5324 Dana Springs Way
Jamela Holmes

10. Darwin Holmes 5324 Dana Springs Way
Darwin Holmes

NAME

ADDRESS

SIGNATURE

PHONE #

1. ~~Julie Westlund~~ 5308 Dana Springs Way
Julie Westlund 395-1892
2. ~~Steve Westlund~~ 5308 Dana Springs Way
Steve Westlund
3. Kristen Boehler 5316 Dana Springs Way
Kristen Boehler 365-7958
4. GRADY DAVIS 5316 DANA SPRINGS WAY
Grady Davis - 683-5161
5. Donald Heider 5316 Gem Lake Ct 655-0178
6. CARMELA LO CASCIO 702 645 6132
6700 SNAKE RIVER AVE 89130 Carmela, Nevada
7. JEAN SHEPHERD Jean Shepherd 702-655-7981
6705 Snake River Ave.
8. PAUL TUCK Paul Tuck
6708 SNAKE RIVER AVE 278-0862
9. JOE LESKO Joe Lesko
6800 SNAKE RIVER 658-0687
10. MARTIN & HEATHER GRIMES
6716 Snake River 658-8094 Martin & Heather

NAME	ADDRESS	SIGNATURE	PHONE #
------	---------	-----------	---------

- (702) 449-0676.
1. Maria Borahona Maria Borahona
5213 Sun Gem Ct. Las Vegas NV 89130.
 2. Mary Goodspeed Mary Goodspeed 655-6094
5217 Sun Gem Ct. Las Vegas NV 89130
 3. MARION BADGER 655-2726
5220 Sun Gem Ct. L.V. Nev. Marion Badger
 4. T.J. Kagebein 515-1356
5212 Sun Gem Ct. L.V. NV TJ
 5. Karl Kagebein
5212 Sun Gem Ct. LV NV 89130 K. Kagebein
 6. Cathalina Baugh 395-5902
5204 Sun Gem Ct. L.V. NV 89130 273-0003
 7. Leslie Bakenah 5200 Sun Gem Ct
LB
 8. Jeanette Wilhelm Jeanette Wilhelm 234-4905
5908 Old Ridge Rd. N.L.V. 89031
 9. Linda Bearden Linda Bearden 878-9364
5208 Sun Gem Ct. L.V. NV 89130
 10. TIM BEARDEN Tim Bearden
5208 Sun Gem Ct. L.V. 89130

NAME

ADDRESS

SIGNATURE

PHONE #

James Evans
Margaree Evans - 5201 Blackfort Ct. Margaree E.
James E. Co.

2. Rob Jr 6625 Rancho Santa Fe
232-9236 Robert Jestic
Rob Jr

3. Lynne Erickson 6617 Rancho Santa Fe Lynne & Erickson
656-7270 89130

4. Mike Beyer 5201 Gem Lake Court Mike Beyer
396-4908

5. Marilyn K. Potbury 5205 Gem Lake Ct
727-656-6887

6. RAY + VICKIE ADNEY 5209 Gem Lake
233-1274 Ray & Vickie 89130

7. Bill Butler 5217 Gem Lake Ct. Wellbuck
656-1491

8. Shelley Parrillo 5220 Gem Lake Ct. L.V. NV 89130
227-4530 Shelley Parrillo

9. RALPH KELLY 5208 GEM LAKE CT. L.V. NV 89130
656-1441 Ralph Kelly

10. JEANNINE KELLY 5208 GEM LAKE CT. L.V. NV 89130
656-1441 Jeannine Kelly

NAME ADDRESS SIGNATURE

PHONE #

PHONE #

NAME ADDRESS SIGNATURE

1. Kelly Roberts 5200 Gem Lake
218-9532 Kelly D.
2. Glenda Hall 2348 N. Rainbow Blvd. 218-9532
658-8481
3. Sommer Diller 5348 N. Rainbow Blvd.
645-6062
4. J. GALANGA = 6401 to. WATER LUG
LV. NV. 89130 - 598-3712 / 355-0205
Raymond L. Nett 6551 W. Hammer Ln. 89130-0205
Las Vegas Nev. 89130 702-871-7772
6. Stanley Wenzky 5213 Blackfoot Ct. 396-6064
396-6064
7. ARNO SCHOUTEN 528-5375
8. Linar Jaque 325-5212
9. Robert Borten 630 771
5209 Sun. Gen. Co. LV. NV. 89130
10. Elva Halligan 5209 Sun. Gen. Co. LV. NV. 89130
445-4715

1. JOSEPH CASEY 6521 RANCHO SANTA FE DR 89130
655 4225
2. Lori Faulkner 5201 Dana Springs Way 89130
430-8965
3. Bert Lucas 5217 Dana Springs Way 89130
655 6223 Bert Lucas JR.
4. Jim R Stuart 6500 Echo Crest Av. 89130
Jim R Stuart 656-6507
5. Bill Miller 658-4730
6504 Echo Crest Ave.
6. Richard Vandenberg 658 4743 Richard Vandenberg
6512 Echo Crest Ave 89130
7. Sheryl Gardella 645-2177 Sheryl Gardella
6513 Echo Crest Ave 89130
8. Bruce Gardella 645-2177 Bruce Gardella
6513 Echo Crest Ave 89130
9. SCOTT ROMAN 429-0034 Scott R
6505 Echo Crest Ave LUNV 89130
10. WILLIAM C MILLER 6504 Echo Crest Ave
384-2268 William C Miller

NAME ADDRESS SIGNATURE

PHONE #

1. MARK HETER Mark Heter
5305 REBECCA RD 89130 [702-655-1581]
2. SUE CAMPBELL Sue Campbell
5209 BLACK PORT CT. 89130 702-645-5486
3. NORMA ROEBKE Norma Roebke
5205 BLACK PORT CT 655-8034
4. LEROY H. ROEBKE Leroy H. Roebke
5205 BLACK PORT CT 655-8034
5. ELAINE MONTEIRO Elaine Monteiro
702-325-0622 / 5517 BOWERMAN WAY
6. DAMON EVANS Damon Evans
5204 BLACK PORT CT 277-9495
7. JOHN H. KELLEY John H. Kelley 655-6031
5212 BLACK PORT CT
8. DAVID BELCHER 645-1676
6611 W. HAMMER LN. David M. Belcher
9. HERBERT W. SHANKS
6701 SLOKE RIVER AVE
10. LAUREN WRIGHT 702/8100270 (702) 515-1467
7774 Hidden Gazebo Las Vegas Lauren Wright

NAME

ADDRESS

SIGNATURE

PHONE #

1. WARREN L. WOODARD 1205 SMOKE KISS AV (Las Vegas)
NV 89130 (702) 525-3317
2. RONALD J. GARDE 6716 Rio Grande Las Vegas, NV 89130 Rm 10
3. BRYAN SISSON Bryan Sisson
6709 PAINTED CANYON CT,
LAS VEGAS, NV 89130
4. LINDA SMITH Linda Smith
6701 Painted Canyon Ct
Las Vegas NV 89130
5. Denise & Perry Bell Denise Bell
6700 W Painted Canyon Ct 396-7415
6. Tiffany Hubbard
6708 Painted Canyon Ct
Las Vegas, NV 89130 951-7389
7. Dennis E. Evans Dennis E. Evans
6717 Painted Canyon Ct. 285-1520
8. Cindy Ferris Cindy Ferris
6717 Painted Canyon Court 498-7547
9. _____
10. _____

<u>NAME</u>	<u>ADDRESS</u>	<u>SIGNATURE</u>
<u>PHONE #</u>		

1. MARK ROONEY 6808 Snake River Ave [Signature]
202-296-7803
2. Samona Woodard 6805 Snake River Ave
Samona Woodard 658-3397
3. CHARLES ADASZIK 818-3726 Charles Adaszik
~~702-202-619-770-0439~~
4. [Signature] 383-0544
5. Shelley Juchewitz
6805 Rio Sands Cir 383-0544
6. Fernando D. Lucha
6800 PAINTED CANYON Cir. 658-6545
7. _____
8. _____
9. _____
10. _____

NAME

ADDRESS

SIGNATURE

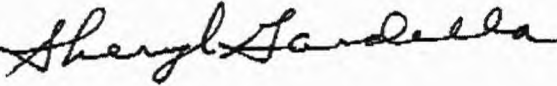
PHONE #

1. Mike + ELFRIEDE LeRoy
4413 Port Breeze Dr 89031 6557421
2. Karina Schacht
8909 Medicine Wheel Ave Las Vegas 89143
3. Julee + Steve Westlund ~~Julee Westlund~~
5308 Dana Springs Way 375-1892
4. John R. Hall ~~John R. Hall~~ CIP - 8491
5398 Wadsworth, L.V. NV 89130
5. Kenna Vigoreaux ~~Kenna Vigoreaux~~
3400 W Cheyenne Ave H 1092 Las Vegas NV 89108
6. Peberhan Punion
7808 Sleeping Pine Ct Las Vegas 89143
7. Chase Diller 767-4296
8020 Nestled Vista 89128 Las Vegas NV
8. Jhonna Diller 4655 N. Chieftain St.
Jhonna Diller L.V. NV 89129
9. _____
10. _____

NAME ADDRESS SIGNATURE

PHONE #

TO: Glenn Trowbridge
Steven Evans
Richard Truesdell
Bryon Goynes
Leo Davenport
David Steinman
Sam Dunnam

FROM: Sheryl Gardella 

RE: SDR-14306

DATE: October 11, 2006

I am opposed to the SDR-14306 proposal because it contains two story condominium units. The entire neighborhood directly surrounding this property is all one story single family residential homes and a one-story day care center.

Many residents of the neighborhood attended the neighborhood meetings held at the Sante Fe and presented various objections to this condominium project and, specifically, the site plan. These residents also stated they had no objections to the development of the property if it was a project that was single story and a density level consistent with the surrounding area. The project is out of character with the neighborhood and is of no benefit to the neighborhood.

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 15, 2006**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**
REZONING

ZON-13896 – ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DON AHERN - OWNER: DFA, LLC - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-2 (GENERAL COMMERCIAL) on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard (APN 139-28-401-033), Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

1

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

4

City Council Meeting

0

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Submitted after final agenda - New and Revised Plans for Items 85-89
6. Backup referenced from the 10-05-06 Planning Commission Meeting Item 10

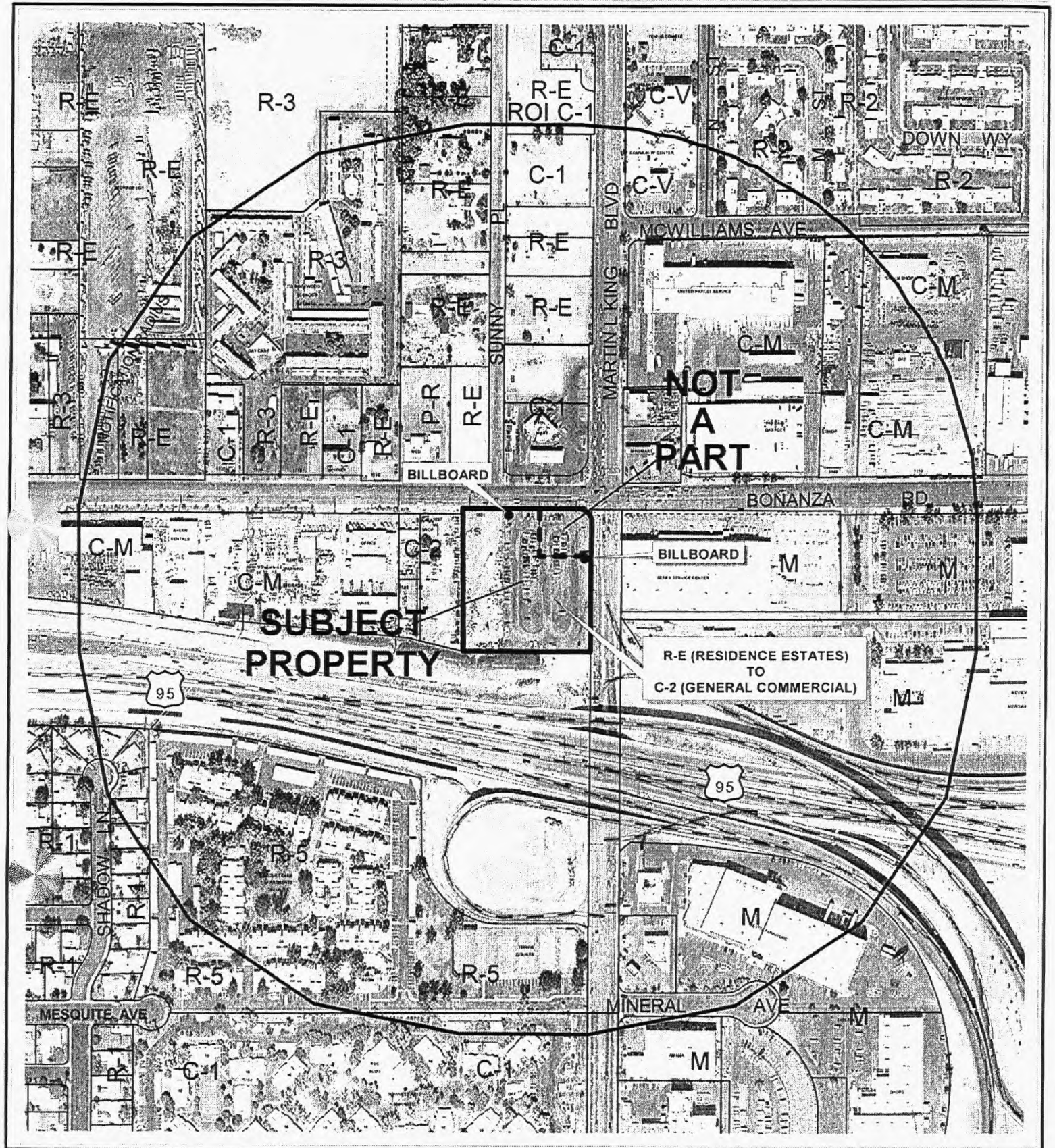
Motion made by GARY REESE to Strike Item 73 [4401 Cory Place]; HOLD IN ABEYANCE Item 85 [ZON-13896], Item 86 [VAR-13900], Item 87 [SUP-13902], Item 88 [SUP-13903] and Item 89 [SDR-13904] to 01/17/2007; Item 93 [ZON-15031], Item 94 [SDR-15030] and Item 101 [SUP-15347] to 12/06/2006; and Item 102 [SDR-15747] to 12/20/2006; TABLE Item 90 [ZON-14344], Item 91 [VAR-15323] and Item 92 [SDR-14353]; and WITHDRAW THE APPEAL of Item 116 [SUP-16483]

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

Minutes:

See Item 70 for related discussion.



CASE: **ZON-13896**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

0 300 600 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE - ZON-13896 - APPLICANT: DON AHERN -
OWNER: DFA, LLC**

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 1, 2006 CITY COUNCIL MEETING AT THE REQUEST OF STAFF.

**** CONDITIONS ****

The Planning Commission (6-0 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-13904) 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.

Public Works

3. Dedicate 15 feet of right-of-way for a total half-street width of 50 feet on Bonanza Road, 10 feet of right-of-way for a total half-street width of 50 feet on Martin L. King Boulevard, and dedicate an additional 24 feet of right-of-way for a total radius of 54 feet on the southwest corner of Martin L. King Boulevard and Bonanza Road prior to the issuance of any permits.
4. Prior to the issuance of any permits, dedicate an additional 15 feet of right-of-way for exclusive right and dual left turns on Bonanza Road per Clark County Area Standard Drawing 201.1, an additional 5 feet of right-of-way for dual left turns on Martin L. King Boulevard per Clark County Area Standard Drawing 201.1, and dedicate right-of-way on Martin L. King Boulevard for a bus turnout per Standard Drawing 234.1 or 234.3 and grant the pad easement per Standard Drawing 234.2, unless specifically noted as not required in an approved Traffic Impact Analysis.
5. Coordinate all improvements along Martin L. King Boulevard with the City Engineer to determine appropriate improvements required in conjunction with the Martin Luther King Boulevard widening project. Alternatively, if allowed by the City Engineer, this site may participate in the Martin Luther King Boulevard public improvement project.

6. Construct all incomplete half-street improvements on Bonanza Road and Martin L. King Boulevard adjacent to this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.
7. 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.
8. Landscape and maintain all unimproved rights-of-way, if any, on Bonanza Road and Martin L. King Boulevard adjacent to this site.
9. Submit an Encroachment Agreement for all landscaping, if any, located in the Bonanza Road and Martin L. King Boulevard public rights-of-way adjacent to this site prior to occupancy of this site.
10. Obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the public right-of-way adjacent to this site prior to the issuance of any permits.
11. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.
12. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Rezoning from R-E (Residence Estates) to C-2 (General Commercial) on 2.61 acres on the southwest corner of Bonanza Road and Martin L. King Boulevard.

EXECUTIVE SUMMARY

The area in which the subject property is located is largely commercial and is slated for this type of development based on the Downtown Redevelopment Plan. In order to bring this property into compliance with the surrounding area, Staff recommends approval of this request for a Rezoning from R-E (Residence Estates) to C-2 (General Commercial).

BACKGROUND INFORMATION

A) *Related Actions*

10/05/06 The Planning Commission recommended approval of companion items VAR-13900, SUP-13903 and SDR-13904 and denial of SUP-13902 concurrently with this application

The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #10/ng).

B) *Pre-Application Meeting*

05/15/06 A pre-application meeting with the applicant was held and the following items were discussed:

- Staff informed the applicant of the submittal requirements for a Rezoning application.

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Net Acres: 2.61

B) *Existing Land Use*

Subject Property: Parking
North: Mini-Mart
South: U.S. 95
East: Sears Service Center
West: Rental Shop; Warehouse

C) Planned Land Use

Subject Property: Commercial (Downtown Redevelopment Plan)
North: SC (Service Commercial); M (Medium Density Residential)
South: U.S. 95 ROW
East: LI/R (Light Industry/Research)
West: LI/R (Light Industry/Research)

D) Existing Zoning

Subject Property: R-E (Residence Estates); C-2 (General Commercial)
North: C-1 (Limited Commercial); R-E (Residence Estates)
South: U.S. 95 ROW
East: M (Industrial)
West: C-2 (General Commercial)

E) General Plan Compliance

The subject property has a land use designation of Commercial based on the Downtown Redevelopment Plan. If the proposed rezoning to C-2 (General Commercial) is approved, the zoning and the land use designation will be compatible as they both allow for intense commercial (office, retail, etc.) development.

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

Redevelopment Plan Area

No additional development standards are placed on the project as a result of its inclusion in the Redevelopment Plan. Rather, this designation simply targets the property for increased development efforts and improves access to assistance in redevelopment.

West Las Vegas

The subject property is located on the edge of the West Las Vegas plan area. This plan focuses mostly on the revitalization of residential areas in the heart of Las Vegas, but its objectives also emphasize the importance of re-investing in deteriorating commercial centers and creating an interesting urban environment. Increasing density and the mixing of uses is also a focus of the plan.

Airport Overlay District

The subject property is located within the North Las Vegas Airport Overlay District which restricts the height of buildings to 140 feet. The proposed development, at 246 feet, exceeds this height. However, a Special Use Permit (SUP-13903) has been submitted to allow relief from this requirement.

Pioneer Trail

The Pioneer Trail is an existing trail that runs along West Bonanza Road at the northern edge of the property. No additional requirements will be placed on the applicant as a result of this trail.

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	100 Feet	244 Feet, 1 Inch	Y
Min. Setbacks			
• Front	20 Feet	10 Feet	N
• Side	10 Feet	10 Feet	Y
• Corner	15 Feet	10 Feet	N
• Rear	20 Feet	11 Inches	N
Max. Lot Coverage	50%	39.2%	Y
Max. Building Height	140 Feet	246 Feet / 18 Stories	N

The subject proposal does not meet all applicable development standards. A Variance (VAR-13900) has been submitted for relief from the front, corner side, and rear yard setbacks, and a Special Use Permit (SUP-13903) has been submitted to allow for a 246-foot building in the North Las Vegas Airport Overlay District. These standards are discussed in more detail in those reports.

B) General Analysis and Discussion

The northeast corner of the subject parcel is currently zoned C-2 (General Commercial). Additionally, the property immediately to the west is currently designated C-2 (General Commercial). As such, Staff supports this request as current and future development reflects the characteristics of the requested zone. The only R-E (Residence Estates) zone remaining in the immediate area is across Bonanza and is currently a vacant lot.

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 site is designated as Commercial in the Downtown Redevelopment Plan. The proposed zoning is compliance with this designation and with the surrounding area.

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

As much of the surrounding property is already zoned for commercial development, this rezoning is consistent and compatible with surrounding land uses and zoning districts.

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

This area is designated for commercial development in the Redevelopment Plan, thus indicating that the anticipated form of growth in the area will be of a commercial nature. As such, this zoning change is appropriate and warranted.

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

The site is served by West Bonanza Road (a 100-foot primary arterial) and North Martin Luther King Boulevard (a 100-foot primary arterial). These facilities will be adequate to accommodate the proposed development. It should be noted that 10 feet of right-of-way along these roads will be dedicated for widening purposes.

PLANNING COMMISSION ACTION

There were two speakers in favor at the Planning Commission meeting.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

23

ASSEMBLY DISTRICT 6

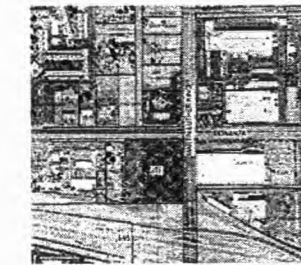
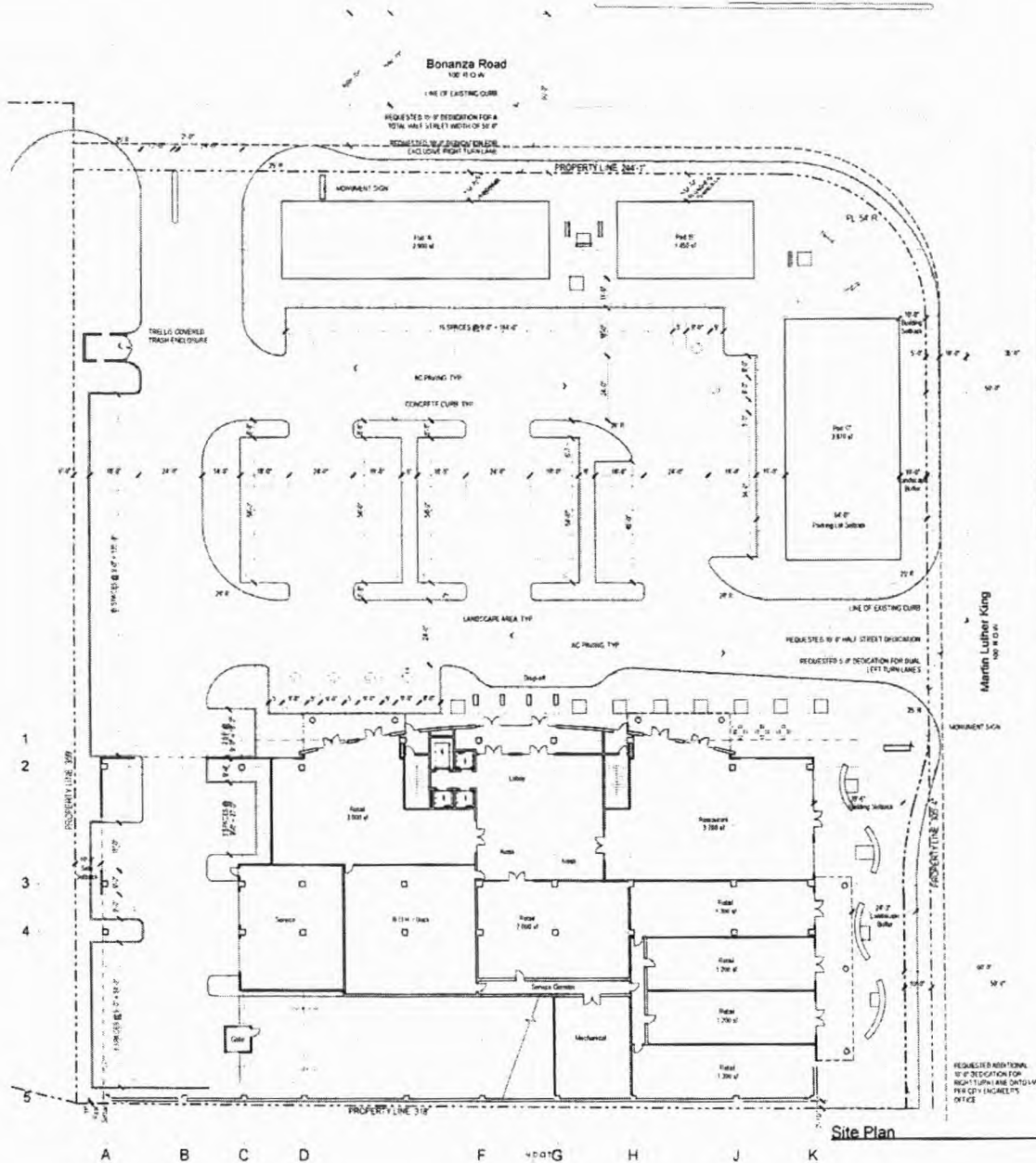
SENATE DISTRICT 4

NOTICES MAILED 104 by Planning Department

APPROVALS 1

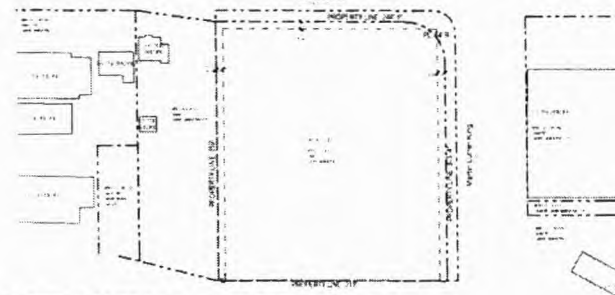
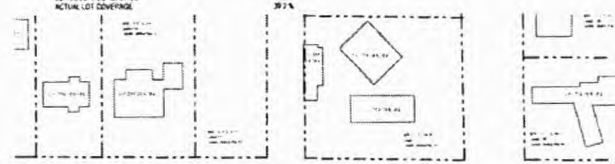
PROTESTS 1





Site Zoning & Data

SITE DATA		BUILDING AREA	
PARCEL NUMBER	08-28-014-03	PAB 8	
JURISDICTION	CITY OF LAS VEGAS - PH 08	PAB 9	
EXISTING GENERAL PLAN	UC	PAB 10	
EXISTING ZONING	BU-C	OFFICE	
PROPOSED ZONING	C-3	RETAIL	
SITE AREA	113,549 SF 2.61 NET ACRES	CHILD CARE	
		RESTAURANT	
		OTHER	
PARKING CALCULATIONS		PARKING CALCULATIONS	
STREETS - (AREA DEDICATED REQUESTED)		TOTAL PARKING REQUIRED	
FRONT	REQ'D PROVIDED	CHILD CARE	11,550 SF + 148 CHILDREN + 15
REAR	REQ'D PROVIDED	OFFICE	104,905 @ 1,200 = 500
SIDE STREET	REQ'D PROVIDED	RETAIL	14,800 @ 1,175 = 1,250
ALLEY	REQ'D PROVIDED	RESTAURANT (SEATING AREA)	1,000 @ 1,500 = 1,000
STREETS - (PARKING) (AREA REQUESTED)		RESTAURANT (KITCHEN/STAFF)	7,700 @ 1,200 = 14
FRONT	REQ'D PROVIDED	TOTAL PARKING REQUIRED	
REAR	REQ'D PROVIDED	CHILD CARE	11,550 SF + 148 CHILDREN + 15
SIDE STREET	REQ'D PROVIDED	OFFICE	104,905 @ 1,200 = 500
ALLEY	REQ'D PROVIDED	RETAIL	14,800 @ 1,175 = 1,250
MAX HEIGHT & STORES		RESTAURANT (SEATING AREA)	1,000 @ 1,500 = 1,000
ACTUAL HEIGHT & STORES	REQ'D PROVIDED	TOTAL PARKING PROVIDED	
LOT COVERAGE ALLOWED	REQ'D PROVIDED	CHILD CARE	11,550 SF + 148 CHILDREN + 15
ACTUAL LOT COVERAGE	REQ'D PROVIDED	OFFICE	104,905 @ 1,200 = 500
	REQ'D PROVIDED	RETAIL	14,800 @ 1,175 = 1,250
	REQ'D PROVIDED	RESTAURANT (SEATING AREA)	1,000 @ 1,500 = 1,000



Ahern Corporate Center
Site Development Review
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

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APTUS PROJECT NO. 06.011
ARCHITECT

1"=40'

1"=40'

1"=40'

1"=40'

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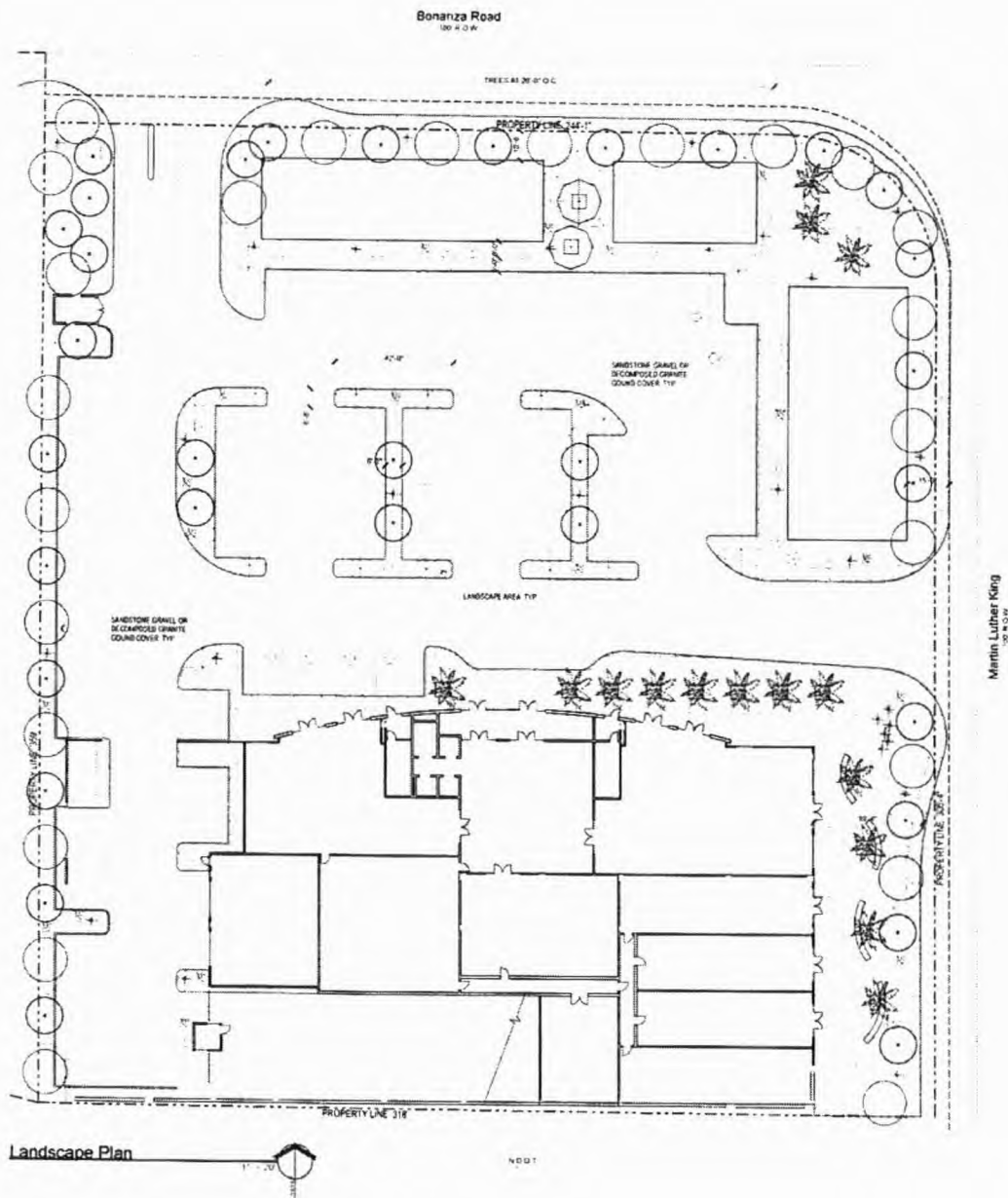
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ZON-13896
SUP-13902
VAR-13900
SUP-13903
SDR-13904
REVISED 10/05/06 PC



Landscape Schedule

SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	QTY
★	COMMON PALM	Washingtonia robusta	24" Dia.	15
○	MONDO PINE	Pinus monophylla	24" Dia.	30
○	HEIRY LIVE OAK	Quercus agrifolia	24" Dia.	25
○	CHILDS MESQUITE	Prosopis juliflora	24" Dia.	25
○	BAHIA PINE PLANT	Callitris canadensis	12" Dia.	8
○	DESERT CACTUS	Cylindropuntia cholla	12" Dia.	35
○	MOUNTAIN HAWKWOOD	Erigeron annuus	1" Dia.	340
○	GREEN FLAME SAGE	Leucodermis parryi	1" Dia.	85
○	FRONTIER LANTANA	Lantana montevidensis	1" Dia.	85
○	RED BIRD OF PARADISE	Passiflora ligularis	1" Dia.	85

LANDSCAPE PLANTING INSTRUCTIONS:

FRONT	REAR	PROVIDED
10' DIA.	10' DIA.	10' DIA.
10' DIA.	10' DIA.	10' DIA.
10' DIA.	10' DIA.	10' DIA.

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TITLE SHEET

NOTES

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3. City of Las Vegas 2/28/06

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5. City of Las Vegas 2/28/06

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18. City of Las Vegas 2/28/06

19. City of Las Vegas 2/28/06

20. City of Las Vegas 2/28/06

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SEP 19 2006

ZON-13896 VAR-13900
SUP-13902 SUP-13903
SDR-13904
REVISED 10/05/06 PC

DATE: 10/05/06

L100

Ahern Corporate Center

May 25, 2006

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

APN: 139-28-401-033

Re:
Re-Zone

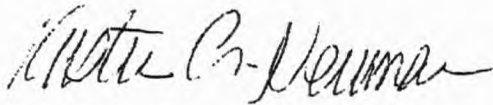
To Whom It May Concern:

We respectfully submit this request for a Special Use Permit for a twenty-story office development located on the southwest corner of Bonanza and Martin Luther King Dr. The current general plan for the parcel is GC. This parcel is located in the airport overlay zone.

The Ahern Corporate Center will combine much needed office and retail space in a twenty-story tower in a redeveloping area of the city. This project consists of 19,000 sf of retail, 150,000 sf of leasable office space, a daycare for the employees working in the building and 3,700 sf of restaurant which includes 1,000 sf of eating area. There are 658 parking spaces required and 662 parking spaces provided. The majority of the parking is provided in an eight story parking structure under the office tower. The exterior materials include metal panels, Precast panels, aluminum storefront and stone panels at the base. The mechanical equipment and the helipad are screened from view by metal panels. The tallest part of the tower is 274' in height.

Currently, this parcel has split zoning of C-1 and RE and does not comply with the general plan. We are requesting this parcel to be rezoned to C-2 which is compatible with other properties in the area. We hope that you will join us in our attempt to bring a much-needed high caliber project into this area.

Respectfully Submitted,

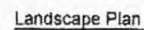


Kristen G Neuman for RBS

R. Brandon Sprague, AIA

ZON-13896
SUP-13902
SDR-13904

VAR-139
SUP-1390
10/05/06

$$f(x) = \frac{1}{2} \ln \left(\frac{1+x}{1-x} \right) = \frac{1}{2} \ln(1+x) - \frac{1}{2} \ln(1-x)$$
LANDSCAPE BUFFERS MINUTE REQUESTED:

Ahern Corporate Center
Site Development Review
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

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APPL. MICROELECT. 06.011

1702046

FACTS

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J. CURRY AND L. M. WRIGHT

City of Las Vegas 07/20/2014

2.8" x 4" label

NO2 255-2807-016 EAT2

ISSUED

PLANTING PLAN

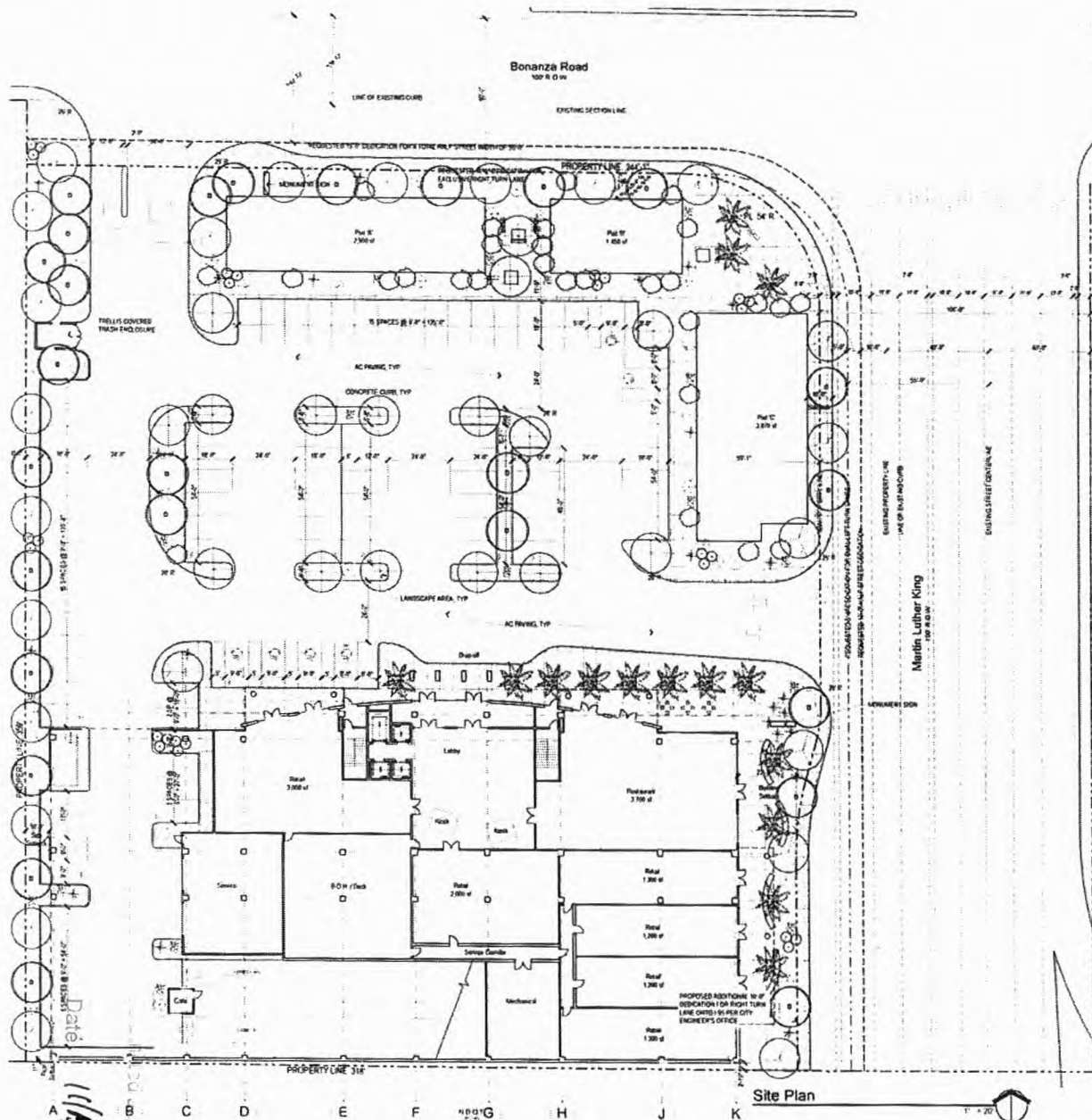
PLANTING PLAN

SPANNING: 0.00

1100

L100

Adrian Christopher Cullen



ZON-13896

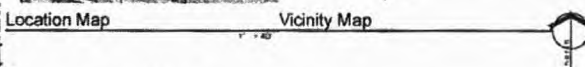
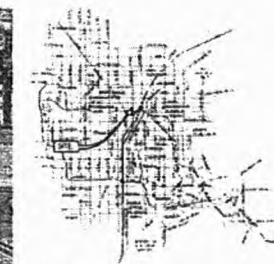
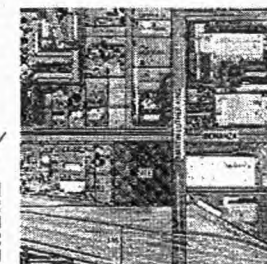
VAR-13900

SUP-13903

SUP-13902

SDR-13904

11-15-06 CC



Site Zoning & Data

SITE DATA	
PARCEL NUMBER	135 70-01-103
JURISDICTION	CITY OF LAS VEGAS, NEVADA
EXISTING GENERAL PLAN	GC
EXISTING ZONING	SE
PROPOSED ZONING	C2
SITE AREA	113,540 SQ FT 2.61 NET ACRES

BUILDING AREA	
IND 10	3,000 SF
IND 15	1,500 SF
IND 20	1,500 SF
IND 25	1,500 SF
IND 30	1,500 SF
IND 35	1,500 SF
IND 40	1,500 SF
IND 45	1,500 SF
IND 50	1,500 SF
IND 55	1,500 SF
IND 60	1,500 SF
IND 65	1,500 SF
IND 70	1,500 SF
IND 75	1,500 SF
IND 80	1,500 SF
IND 85	1,500 SF
IND 90	1,500 SF
IND 95	1,500 SF
IND 100	1,500 SF

SETBACKS - BUILDING (DISTANCE REQUESTED)	
FRONT	30'-0"
REAR	30'-0"
LEFT	30'-0"
RIGHT	30'-0"

PARKING CALCULATIONS	
CHURCH	100 SPACES
OFFICE	100 SPACES
RETAIL	100 SPACES
RESTAURANT (EATING AREA)	100 SPACES
RESTAURANT (PREPARE)	100 SPACES
STANDARD PARKING PROVIDED	100 SPACES
MINIMUM PARKING PROVIDED	100 SPACES
TOTAL PARKING PROVIDED	100 SPACES

SETBACKS - PARKING (DISTANCE REQUESTED)	
FRONT	30'-0"
REAR	30'-0"
LEFT	30'-0"
RIGHT	30'-0"

STANDARD PARKING PROVIDED	
MINIMUM PARKING PROVIDED	100 SPACES
TOTAL PARKING PROVIDED	100 SPACES

MAX HEIGHT & STORES	
ACTUAL HEIGHT & STORES	20'-0" & 10 STORES
LOT COVERAGE ALLOWED	50%
ACTUAL LOT COVERAGE	30.3%

STANDARD PARKING PROVIDED	
MINIMUM PARKING PROVIDED	100 SPACES
TOTAL PARKING PROVIDED	100 SPACES

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STANDARD PARKING PROVIDED	
MINIMUM PARKING PROVIDED	100 SPACES
TOTAL PARKING PROVIDED	100 SPACES

Ahern Corporate Center
Site Development Review
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APTUS PROJECT # 06.011

ARCHITECT

ENGINEER

NOTES

CONTRACT # 2006-08 BY APTUS ARCHITECTURE

NO.	DESCRIPTION	DATE
1	City of Las Vegas	11-14-06
2	SUP-13903 Submittal (Plan)	9-18-06
3	City of Las Vegas	9-18-06
4	SUP-13903 Submittal (Plan)	9-18-06
5	City of Las Vegas	9-18-06
6	SUP-13903 Submittal	9-18-06
7	City of Las Vegas	9-18-06
8	SUP-13903 Submittal	9-18-06
9	City of Las Vegas	9-18-06
10	SUP-13903 Submittal	9-18-06

ISSUED

SITE PLAN AND ZONING INFO

DRUMPHAG 103

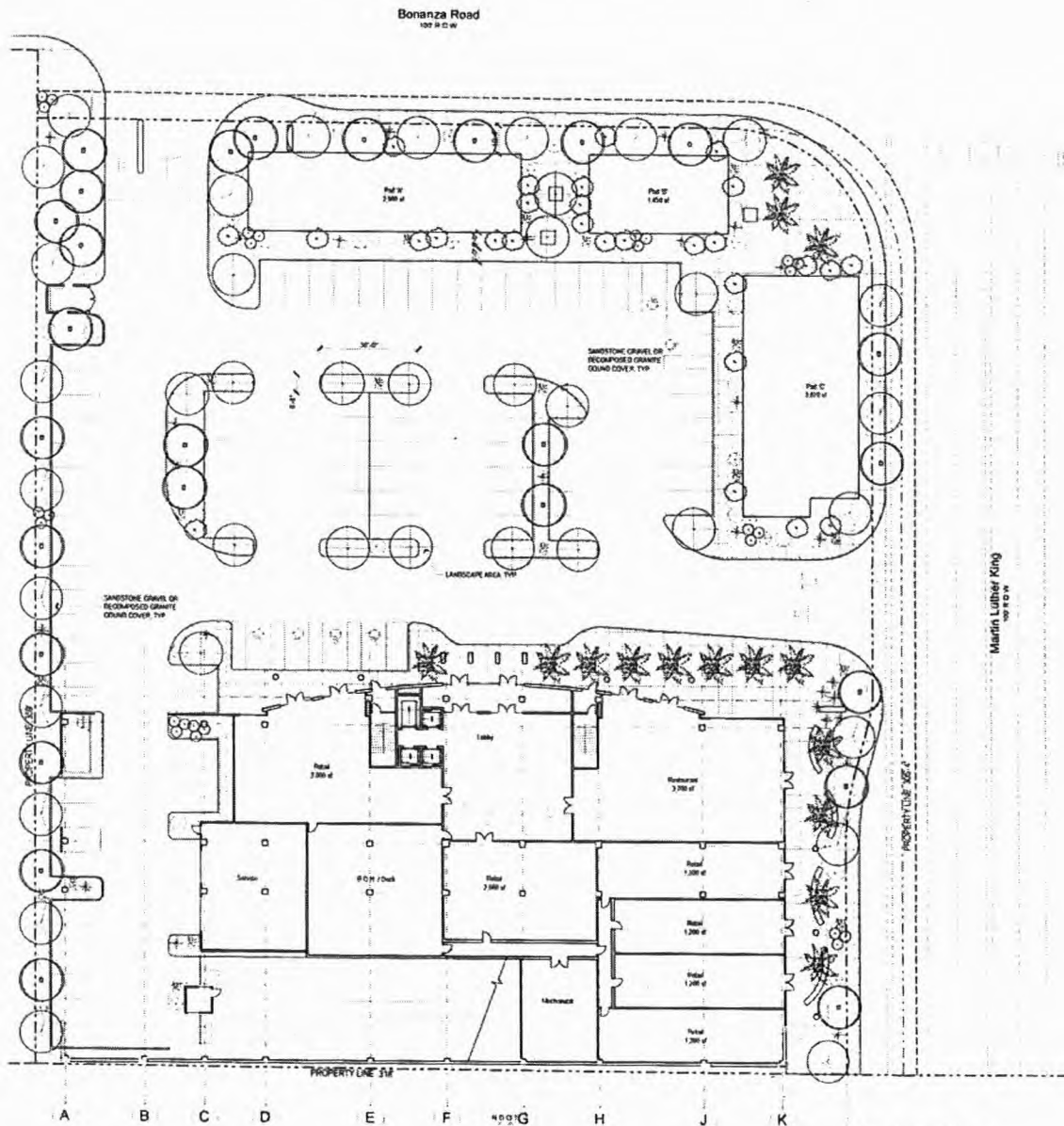
AS100

Ahern Corporate Center

REVISED
11-15-06

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NOV 15 2006



SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	QTY
★	COMMON NAME	botanical name	24" dia.	15
○	COMMON NAME	botanical name	24" dia.	38
○	COMMON NAME	botanical name	24" dia.	28
○	COMMON NAME	botanical name	24" dia.	21
○	COMMON NAME	botanical name	18" dia.	8
○	COMMON NAME	botanical name	18" dia.	35
○	COMMON NAME	botanical name	18" dia.	348
○	COMMON NAME	botanical name	18" dia.	15
○	COMMON NAME	botanical name	18" dia.	15
○	COMMON NAME	botanical name	18" dia.	15

LANDSCAPE BUFFER PLANTER REQUESTED:	
FRONT	REAR
10' 0"	10' 0"
10' 0"	10' 0"
10' 0"	10' 0"
10' 0"	10' 0"

Ahern Corporate Center
Site Development Review
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APTUS PROJECT NO. 06.011
ARCHITECT

ENGINEER

DATE

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3	City of Las Vegas	11.14.06
2	City of Las Vegas	11.14.06
1	City of Las Vegas	11.14.06
1	City of Las Vegas	11.14.06
1	City of Las Vegas	11.14.06

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TITLE
PLANTING PLAN

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LI00
Ahern Corporate Center

REVISED
11-15-06

ZON-13896
SUP-13903

VAR-13900
SUP-13902

SDR-13904
11-15-06 CC

RECEIVED
NOV 15 2006

**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**

September 20, 2006

City of Las Vegas
Planning & Development
739 So. 4th Street
Las Vegas, Nevada 89101

Subject: Ahern Corporate Center
ZON-13896, VAR-13900, SUP-13902, SDR-13904, & SUP-13903

To Whom It May Concern:

I am a homeowner in The Rancho Manor Tract, which is not too far from the proposed project. I have attended two presentations that Ahern has put on to show interested parties exactly what they're plans are.

I am personally very much in favor of it, as our many of the Rancho Manor Homeowners Assoc. members. Some would like to have it a little lower but are still in favor of Ahern getting approved.

It will CERTAINLY improve the proposed area, namely Martin Luther King and Bonanza, and hopefully encourage others to consider "like" projects in this area.

Ahern has been in business in the same location for many, many years, very successful, a great employer and a wonderful neighbor. Please give them every consider to proceed with their proposed project.

Thank you for your time. I remain yours truly, Patricia Welsh, 1920 Collins Ave., Las Vegas (385-3097)

Patricia A. Welsh

R

13-17

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R

Charles Gronbach
642 Shetland Road
Las Vegas, NV 89107
702-877-6947

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CITY CLERK

2006 JUL 24 A 10:39

July 21, 2006

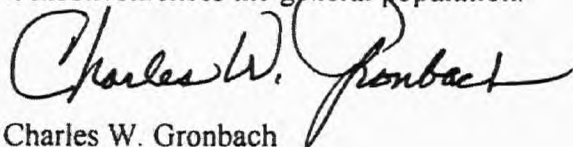
City of Las Vegas Planning Commission
City Clerk, City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101

RE: "Ahern Plans Spaghetti Bowl Tower", Review Journal Business Article, 7/18/06

When considering zoning and variance for this project, the Planning Commission should carefully examine the impact on the general public.

1. If the Commission grants the frontal setback changes from 20 feet to 10 feet, we'll have another "Molasky fiasco" on our hands. Molasky, a private corporation, has closed off two lanes of Grand Central Parkway/Ogden, a public street, for months now due to reduced frontal setback. This is not fair to the public—a mega-gain for Molasky, a mega-inconvenience for the public. We shouldn't have to repeat this inconvenience again.
2. Allowing Ahern to fund his own traffic-impact study is a joke! You can guess with certainty the study's final results. An unbiased, third party consultant paid by the city would better serve the general public. Maybe we'll get a more realistic look at projected traffic increases on our already overcrowded roadways.
3. Ahern's offer to Metro Police to use the Helipad (if Ahern's Helipad is approved) smells a little "fishy". Anything to get a variance approved.

Thank you for allowing me to present my concerns about growth and traffic congestion and how it inconveniences the general population.



Charles W. Gronbach

Cc: Planning & Development Department
731 South 4th Street
Las Vegas, NV 89101

ITEM NO.: 30, 31
CASE NO. 20N-13876, VLR-13900
PC MEETING: 8-10-06

P

Telephone Protest/ Approval Log

Meeting Date: 10/5/06

Case Number: Zon 13896, Zon 13900,

SUP 13902, SUP 13903, SUP 13904

Date: 10/5/06
Name: Jean Zorn (on behalf of Rancho Meno Neighborhood Association)
Address: 2000 Sunland Ave
Las Vegas, NV 89106
Phone: 382-7686
☐ PROTEST ☒ APPROVE

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

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

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☐ PROTEST ☐ APPROVE

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

ITEM # 10-14

CASE # See ABOVE

PC MTG 10-5-06

A

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 15, 2006**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

VARIANCE RELATED TO ZON-13896

VAR-13900 – ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DON AHERN - OWNER: DFA, LLC - Request for a Variance TO ALLOW A FRONT YARD SETBACK OF 10 FEET WHERE 20 FEET IS REQUIRED, A CORNER SIDE YARD SETBACK OF 10 FEET WHERE 15 FEET IS REQUIRED, AND A REAR YARD SETBACK OF 11 INCHES WHERE 20 FEET IS REQUIRED on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard (APN 139-28-401-033), R-E (Residence Estates) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

1

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

4

City Council Meeting

0

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Backup referenced from the 10-05-06 Planning Commission Meeting Item 11

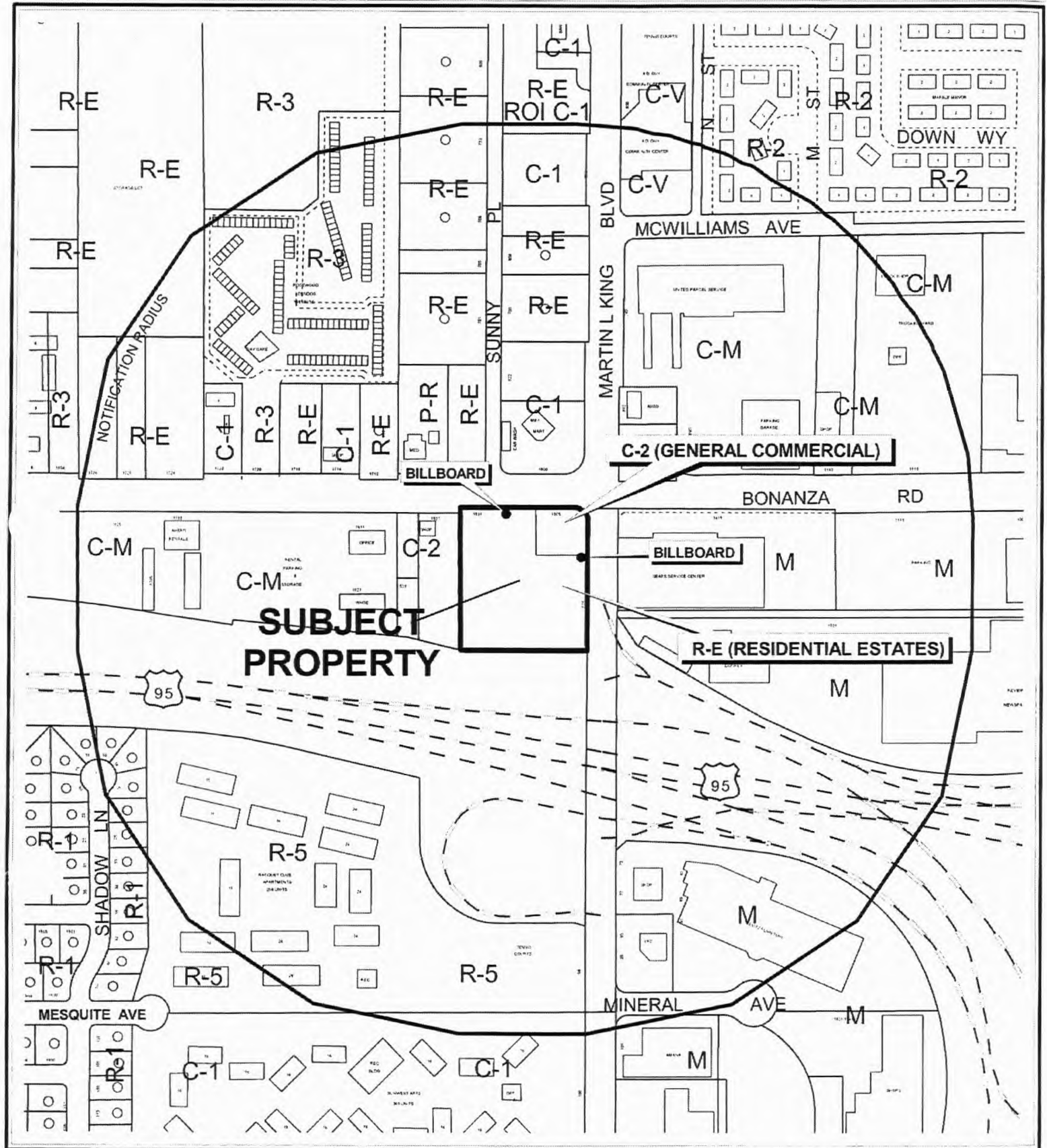
Motion made by GARY REESE to Strike Item 73 [4401 Cory Place]; HOLD IN ABEYANCE Item 85 [ZON-13896], Item 86 [VAR-13900], Item 87 [SUP-13902], Item 88 [SUP-13903] and Item 89 [SDR-13904] to 01/17/2007; Item 93 [ZON-15031], Item 94 [SDR-15030] and Item 101 [SUP-15347] to 12/06/2006; and Item 102 [SDR-15747] to 12/20/2006; TABLE Item 90 [ZON-14344], Item 91 [VAR-15323] and Item 92 [SDR-14353]; and WITHDRAW THE APPEAL of Item 116 [SUP-16483]

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

Minutes:

See Item 70 for related discussion and Item 85 for related backup.



CASE: VAR-13900

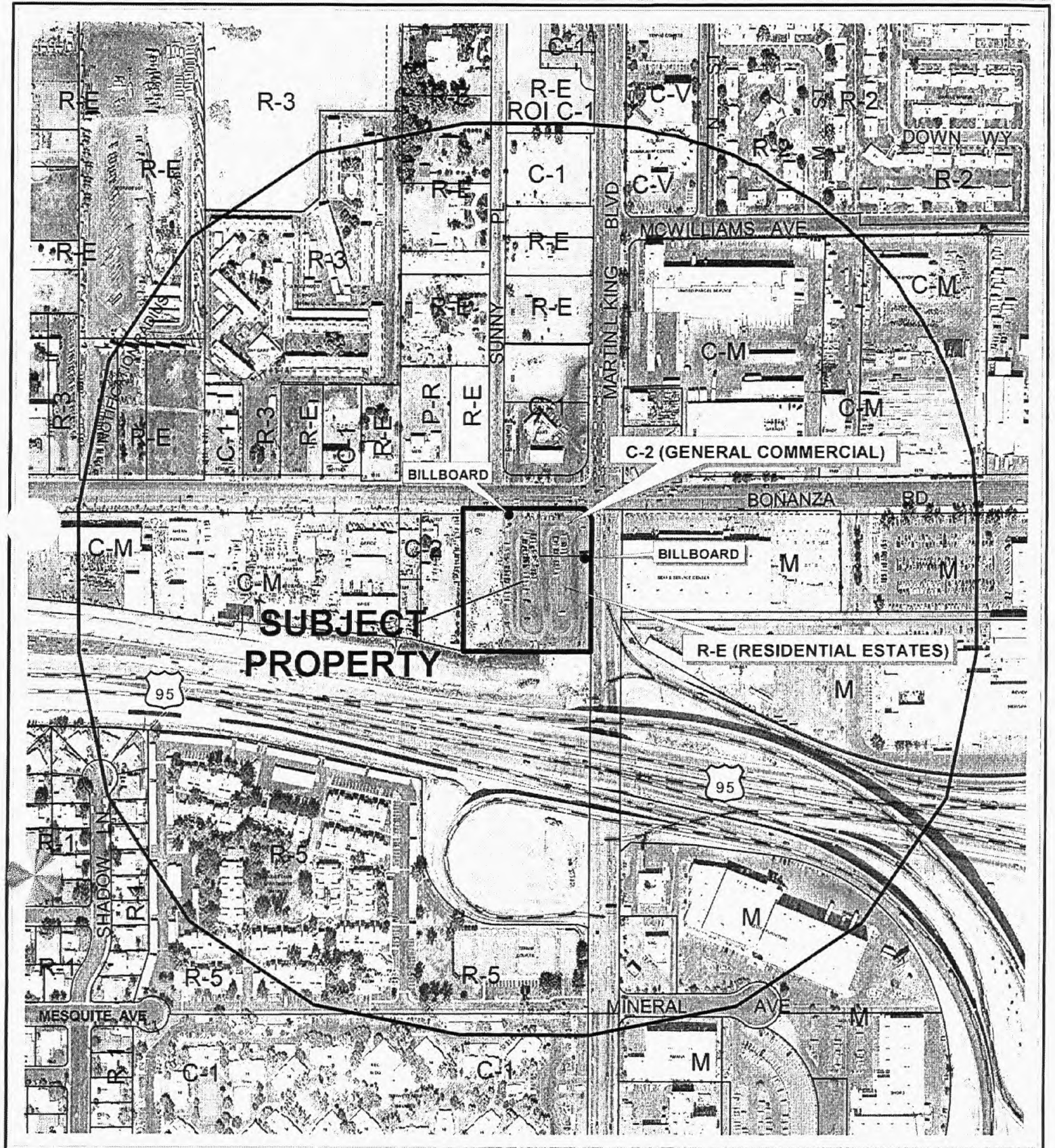
RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) AND C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:

C-2 (GENERAL COMMERCIAL)



CASE: **VAR-13900**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) AND C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:

C-2 (GENERAL COMMERCIAL)

0 300 600 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE - VAR-13900 - APPLICANT: DON AHERN -
OWNER: DFA, LLC**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 1, 2006 CITY
COUNCIL MEETING AT THE REQUEST OF STAFF.***

**** CONDITIONS ****

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

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-13896), Site Development Plan Review (SDR-13904), Special Use Permit (SUP-13902), and Special Use Permit (SUP-13903) 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 a front yard setback of 10 feet where 20 feet is required, a corner side yard setback of 10 feet where 15 feet is required, and a rear yard setback of 11 inches where 20 feet is required on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard.

EXECUTIVE SUMMARY

Staff supports this variance request for front, corner side, and rear yard setbacks as the hardship requiring the variance was not self-imposed. Rather, right-of-way dedication requirements caused the developer to request relief from the applicable Title 19 standards. The overall development meets the intent of applicable plans and documents for the area in which the project is located.

BACKGROUND INFORMATION

A) *Related Actions*

- 10/05/06 The Planning Commission recommended approval of companion items ZON-13896, SUP-13903 and SDR-13904 and denial of SUP-13902 concurrently with this application
- 10/05/06 The Planning Commission voted 6-0 to recommend APPROVAL (PC Agenda Item #11/ng).

B) *Pre-Application Meeting*

- 05/15/06 A pre-application meeting with the applicant was held and the following items were discussed:
- Staff informed the applicant of the submittal requirements for the required applications.

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: 2.61

B) Existing Land Use

Subject Property: Parking
North: Mini-Mart
South: U.S. 95
East: Sears Service Center
West: Rental Shop
Warehouse

C) Planned Land Use

Subject Property: Commercial (Downtown Redevelopment Plan)
North: SC (Service Commercial)
M (Medium Density Residential)
South: U.S. 95 ROW
East: LI/R (Light Industry/Research)
West: LI/R (Light Industry/Research)

D) Existing Zoning

Subject Property: R-E (Residence Estates)
C-2 (General Commercial)
North: C-1 (Limited Commercial)
R-E (Residence Estates)
South: U.S. 95 ROW
East: M (Industrial)
West: C-2 (General Commercial)

E) General Plan Compliance

The subject property has a land use designation of Commercial based on the Downtown Redevelopment Plan. If the proposed rezoning to C-2 (General Commercial) is approved, the zoning and the land use designation will be compatible as they both allow for intense commercial (office, retail, etc.) development.

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

Downtown Redevelopment Plan Area

No additional development standards are placed on the project as a result of its inclusion in the Redevelopment Plan. Rather, this designation simply targets the property for increased development efforts and improves access to assistance in redevelopment.

West Las Vegas

The subject property is located on the edge of the West Las Vegas plan area. This plan focuses mostly on the revitalization of residential areas in the heart of Las Vegas, but its objectives also emphasize the importance of re-investing in deteriorating commercial centers and creating an interesting urban environment. Increasing density and the mixing of uses is also a focus of the plan.

Airport Overlay District

The subject property is located within the North Las Vegas Airport Overlay District which restricts the height of buildings to 140 feet. The proposed development, at 246 feet, exceeds this height. However, a Special Use Permit (SUP-13903) has been submitted to allow relief from this requirement.

Pioneer Trail

The Pioneer Trail is an existing trail that runs along West Bonanza Road at the northern edge of the property. No additional requirements will be placed on the applicant as a result of this trail.

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	100 Feet	244 Feet, 1 Inch	Y
Min. Setbacks			
• Front	20 Feet	10 Feet	N
• Side	10 Feet	10 Feet	Y
• Corner	15 Feet	10 Feet	N
• Rear	20 Feet	11 Inches	N
Max. Lot Coverage	50%	39.2%	Y
Max. Building Height	140 Feet	246 Feet / 18 Stories	N
Trash Enclosure	Gated, Roofed, Constructed of a similar material to the main dwelling	Trellis Covered	Y

This variance has been requested because the subject proposal does not meet the front, corner side, or rear yard setback requirements. The requested front setback represents a 50% deviation from current standards, the corner side is a 33% deviation, and the rear setback is a 95% deviation. Staff supports the variance as they are needed because of required right-of-way dedications along West Bonanza Road and North Martin Luther King Boulevard.

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	
Office	150,000 SF	1 Space / 300 SF GFA	500		
Retail	19,000 SF	1 Space / 175 SF	109		
Restaurant	1,000 SF	1 Space / 50 SF Public Seating	20		
	2,700 SF	1 Space / 200 SF Remaining	14		
Child Care Center	N/A	1 Space / Staff Person	15		
		1 Space / 10 Children			
TOTAL			658 (including handicap accessible)	14	662 (including handicap accessible)

The subject proposal will contain adequate parking to provide for the facilities and uses proposed. Of the total number of spaces, 83 (11%) are compact spaces, 15 are handicap accessible, and two are van accessible spaces. Eighty-one of the spaces are contained at ground level and exterior to the buildings. The remainder of the spaces is contained in a parking structure within the office building.

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 Space	12 Trees	0 Trees
Buffer:			
• Min. Trees	1 Tree / 30 Linear Feet	41 Trees	51 Trees
• Min. Zone Width	15 Feet		0 Feet

The subject proposal does not meet current Title 19 standards for landscaping in several areas. First, there is no parking area landscaping provided where 12 trees are required. Second, the buffer widths along each property line are not wide enough. Staff can support this Waiver request as the setbacks were reduced due to right-of-way dedication. Additionally, Staff does not find it necessary to provide landscaping along the U.S. 95 right-of-way.

B) General Analysis and Discussion

The site plan shows that the applicant is planning to place the proposed buildings along the right-of-way frontages in order to comply with the intent of redevelopment plans for the area: to create an interesting and pedestrian friendly streetscape. The need for the variance from setback standards has arisen because of the 10-foot right-of-way dedications required along the north and east property lines. Therefore, Staff supports the request.

FINDINGS

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

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

Additionally, Title 19.18.070L states:

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

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 99 by City Clerk

APPROVALS 1

PROTESTS 1

May 25, 2006

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

APN: 139-28-401-033

Re:

Setback and Step-back Variance

To Whom It May Concern:

We respectfully submit this request for a Site Development Review for a twenty-story office development located on the southwest corner of Bonanza and Martin Luther King Dr. We are also requesting this parcel be rezoned to C-2. The current general plan for the parcel is GC.

The Ahern Corporate Center will combine much needed office and retail space in a twenty-story tower in a redeveloping area of the city. This project consists of 19,000 sf of retail, 150,000 sf of leasable office space, a daycare for the employees working in the building and 3,700 sf of restaurant which includes 1,000 sf of eating area. There are 658 parking spaces required and 662 parking spaces provided. The majority of the parking is provided in an eight story parking structure under the office tower. The exterior materials include metal panels, precast panels, aluminum storefront and stone panels at the base. The mechanical equipment and the helipad are screened from view by metal panels.

We are requesting a variance of the development standards for 10'-0" where 20'-0" is required for the front and rear setbacks. We are also requesting a variance of the development standards for 10'-0" where 15'-0" is required for the corner side setback. This will push the buildings closer to the street in an attempt to create a more urban environment along Bonanza and Martin Luther King. It will also allow us to provide more onsite parking for the retail pad buildings.

In addition, we are requesting a variance of the setback requirements along Bonanza and Martin Luther King, which are classified as primary arterials with 100 R.O.W. With this project we are trying to revitalize the neighborhood and provide urban infill into the City's Redevelopment Area. We feel that a Variance to this code section would enhance and help the urban growth and development for which the City is striving to achieve.

In our opinion, these variance requests will not negatively impact the design of the proposed project. We have made every attempt to try and follow City of Las Vegas Title 19 as closely as possible in the design and layout of this site. We hope that you will join us in our attempt to bring a much-needed high caliber project into this area.

Respectfully Submitted,

Kristen C. Neuman

Kristen C. Neuman for RBS

R. Brandon Sprague, AIA

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MAY 26 2006

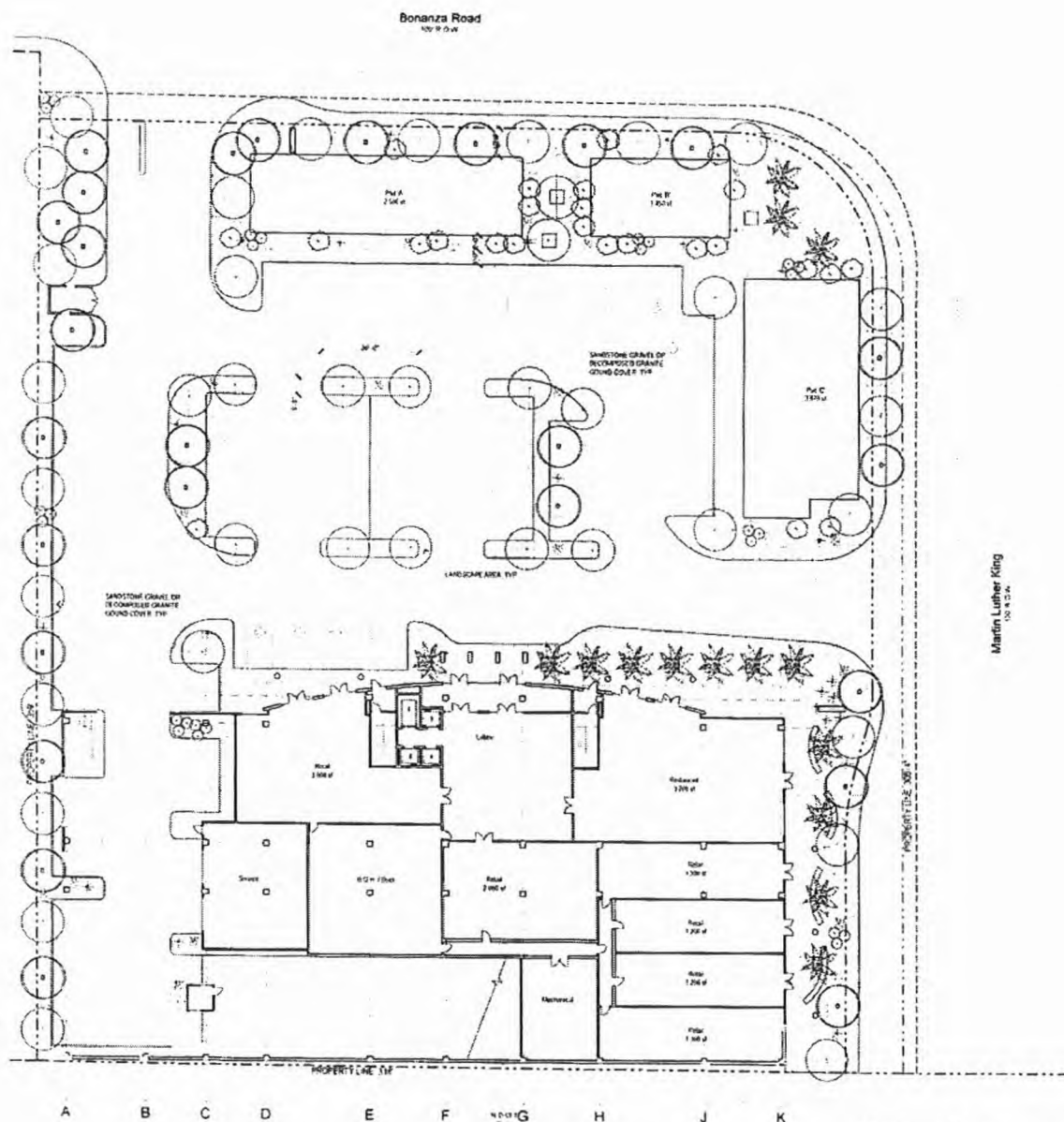
ZON-13896

SUP-13902

SDR-13904

VAR
SUP-
101

68-58 # 11/14/06 85-89



SYMBOL	COMMON NAME	POTENTIAL VALUE	QTY	QTY
●	QUICK SET TREE PLANT	10000000	20	15
○	MANOEUVRE	10000000	20	15
○	LANDSCAPE LIGHT FIXTURE	10000000	20	15
○	ONE LINE LIGHT FIXTURE	10000000	20	15
○	MAINTENANCE BUSH	10000000	20	15
○	DESERT CACTUS	10000000	20	15
○	WOODLAND VARIETALS	10000000	20	15
○	ORIENTAL BUSH	10000000	20	15
○	FLORAL LIGHTING	10000000	20	15
○	RELANDSCAPING	10000000	20	15

FRONT	REAR	PROPOSED
INTERIOR SIDE	10' 0"	10' 0"
SIDE STREET	10' 0"	10' 0"
ROAD	10' 0"	10' 0"

Ahern Corporate Center
Site Development Review
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

APTUS Architecture

1200 South Main Street
Suite 200
Las Vegas, Nevada 89101
702.739.1000
www.aptusarch.com

PROJECT NO. 06.011

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ZON-13896 VAR-13900 SUP-13902
SUP-13903 SDR-13904 11-15-06 CC

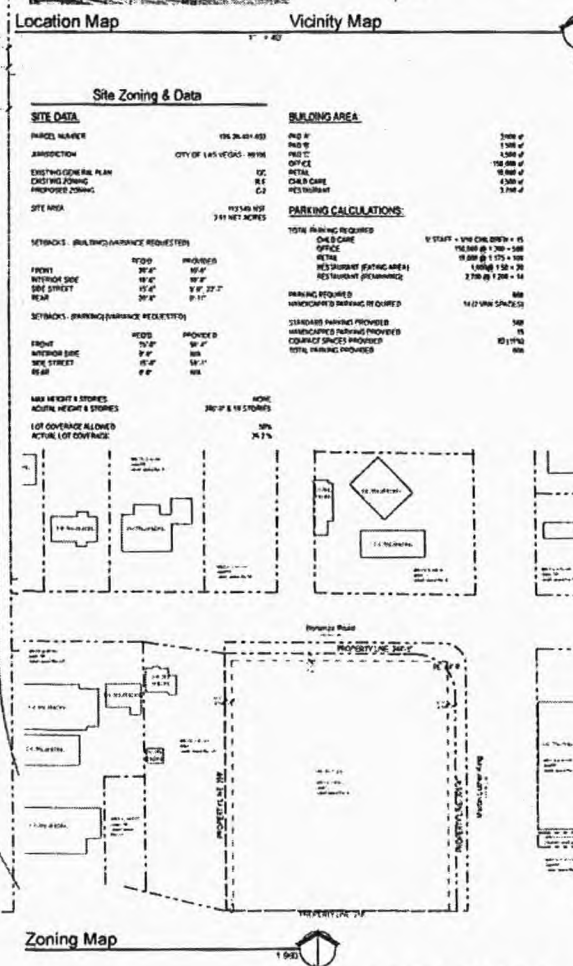
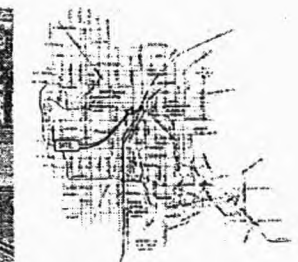
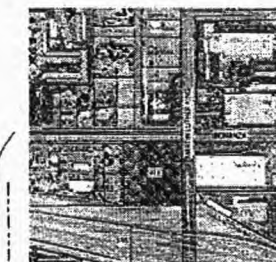
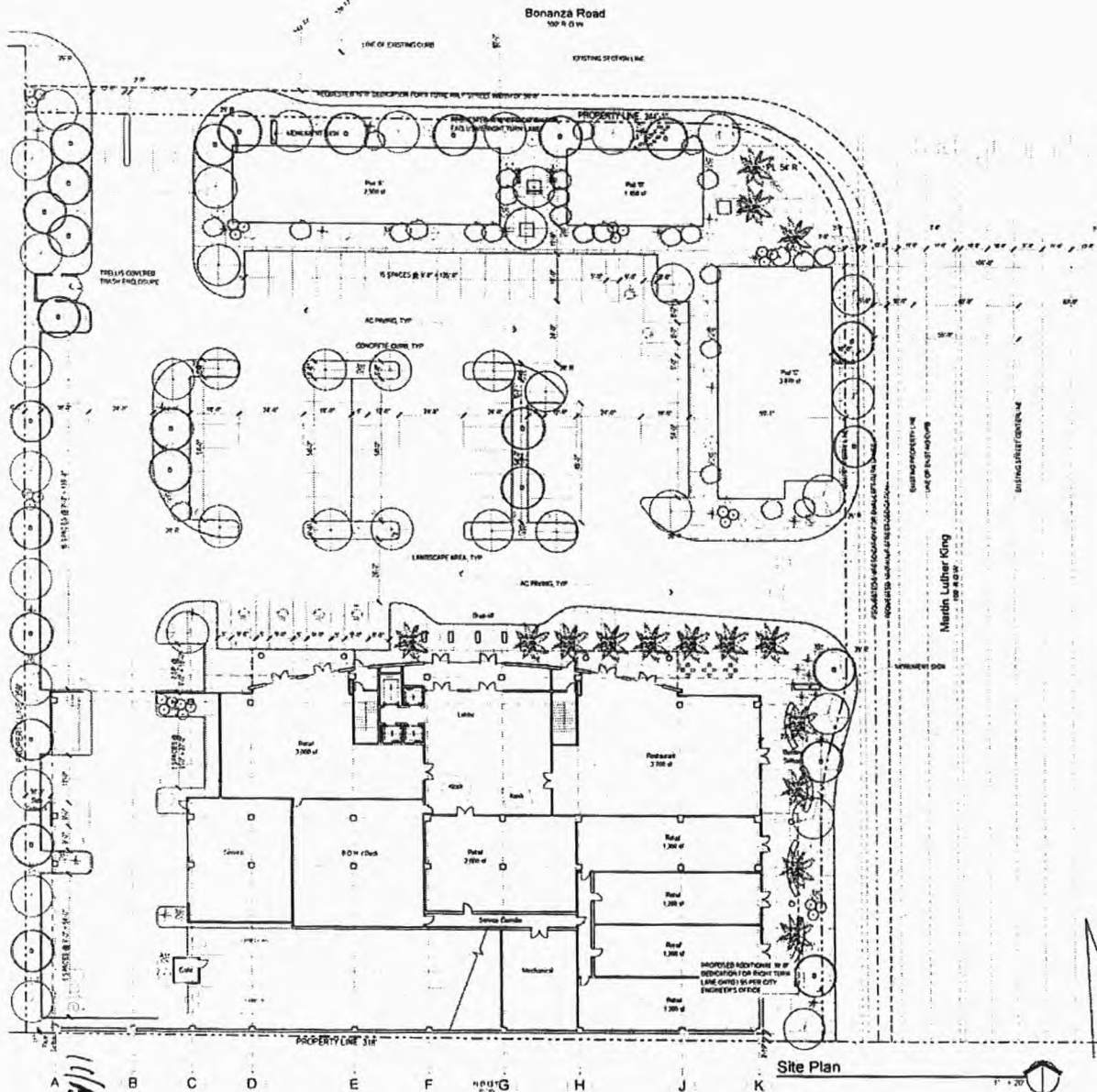
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NOV 14 2006

CRAWFORD

L100

Ahern Corporate Center



Site Zoning & Data

SITE DATA		BUILDING AREA	
PARCEL NUMBER	156-26-001-003	PHASE 1	3,000 sq ft
JURISDICTION	CITY OF LAS VEGAS - NORTH	PHASE 2	1,500 sq ft
EXISTING ZONING	DC	OFFICE	1,500 sq ft
PROPOSED ZONING	DC	RETAIL	1,500 sq ft
SITE AREA	15,140 sq ft	CHILD CARE	1,500 sq ft
	7.11 NET ACRES	RESTAURANT	1,500 sq ft

PARKING CALCULATIONS	
MINIMUM REQUIRED	1,500
PROVIDED	1,500
DEFICIENCY	0

MAX HEIGHT & STORES	
ACTUAL HEIGHT & STORES	20' 0" & 10 STORES
LOT COVERAGE ALLOWED	75.7%
ACTUAL LOT COVERAGE	75.7%

Ahern Corporate Center
 Site Development Review
 SW Corner of Bonanza and Martin L. King
 Las Vegas, Nevada 89106

APTUS Architecture
 1300 South 4th Street
 Suite 200
 Las Vegas, Nevada 89104
 P: 702.891.1200
 F: 702.891.1213
 info@aptusarchitecture.com

APRIL PROJECT # 06.011
 ARCHITECT

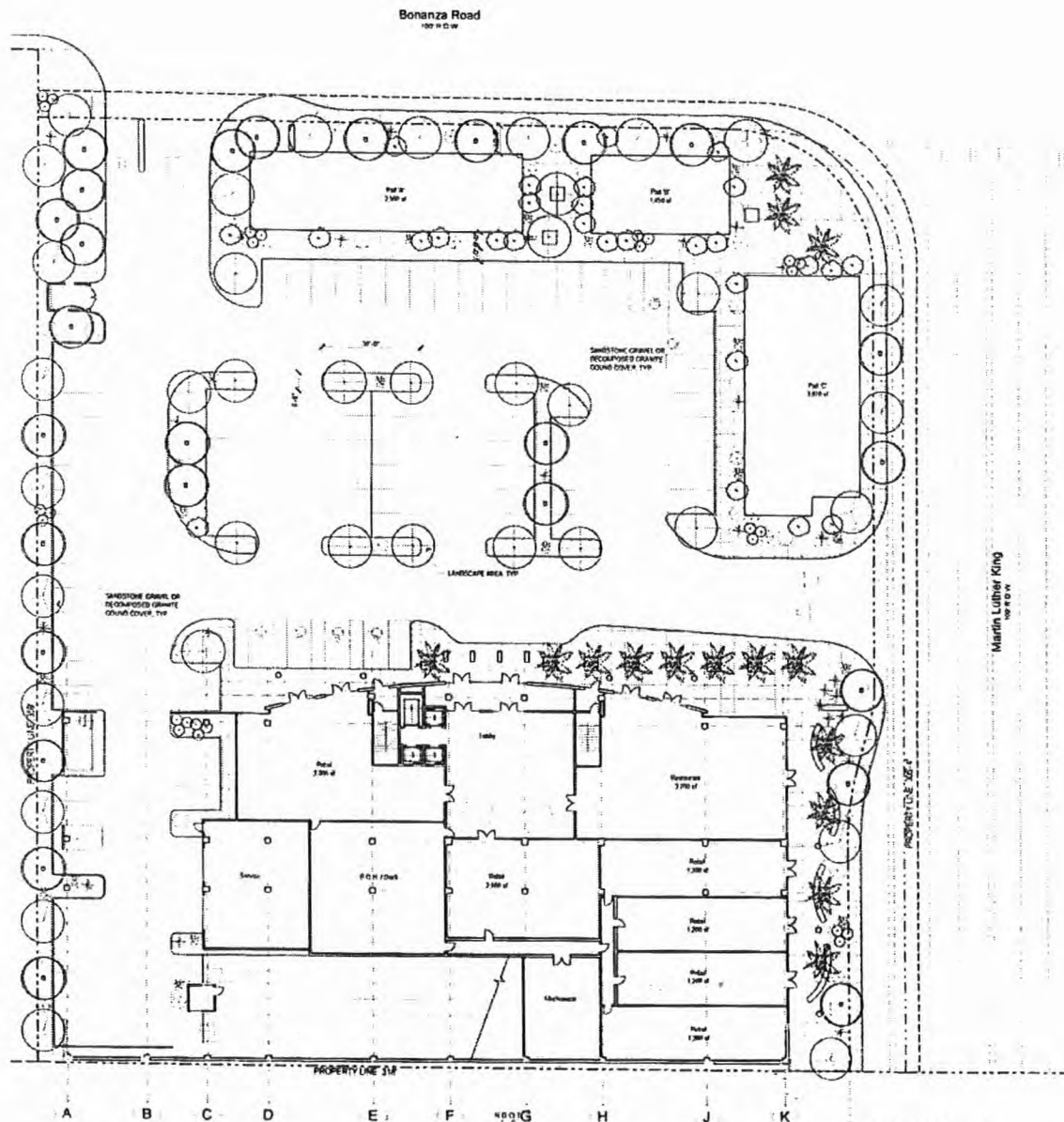
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SDR-13904
11-15-06 CC

RECEIVED
NOV 15 2006

AS100
 Ahern Corporate Center
REVISED
11-15-06



SYMBOL	COMMON NAME	RECOMMENDED NAME	SIZE	QTY
★	CHANDLER FAN PALM	Chandleria fan palm	24" dia.	15
○	YUCCA FILICE	Yucca filice	24" dia.	15
○	HERITAGE LIME OAK	Quercus agrifolia	24" dia.	15
○	CHALKY MESQUITE	Prosopis juliflora	24" dia.	15
○	RED RED BAY BUSTER	Calceolaria confertiflora	18" dia.	15
○	DESERT CASSIA	Cassia torulata	18" dia.	15
○	MOUNTAIN MAHOGANY	Quercus laevis	18" dia.	15
○	GREEN BUSHY CACTUS	Opuntia engelmannii	18" dia.	15
○	TRAIL BELL LANTANA	Lantana camara	18" dia.	15
○	RED BIRD OF PARADISE	Cardinalis rubra	18" dia.	15

LANDSCAPE MATERIALS PROVIDED:

GRASS	10' x 10'	PROVIDED	10' x 10'
INTERIOR SIDE	10' x 10'	PROVIDED	10' x 10'
SOIL STREET	10' x 10'	PROVIDED	10' x 10'
SEED	10' x 10'	PROVIDED	10' x 10'

Ahern Corporate Center
 Site Development Review
 SW Corner of Bonanza and Martin L. King
 Las Vegas, Nevada 89106

APTUS Architecture

1200 South 4th Street
 Suite 200
 Las Vegas, Nevada 89106
 P: 702.491.1200
 F: 702.491.1210
 info@aptusarchitecture.com

APTUS PROJECT NO. 06.011
 ARCHITECT

1/20/2006

1/20/2006

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3	City of Las Vegas	11.14.06
2	SUP-13903 Submittal (Rev.)	11.14.06
1	SUP-13903 Submittal (Rev.)	11.14.06
1	City of Las Vegas	11.14.06
1	SUP-13903 Submittal	11.14.06
1	City of Las Vegas	11.14.06

ISSUED
 PLANTING PLAN

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REVISED
 11-15-06

ZON-13896
 SUP-13903

VAR-13900
 SUP-13902

SDR-13904
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Charles Gronbach
642 Shetland Road
Las Vegas, NV 89107
702-877-6947

RECEIVED
CITY CLERK

2006 JUL 24 A 10:39

July 21, 2006

City of Las Vegas Planning Commission
City Clerk, City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101

RE: "Ahern Plans Spaghetti Bowl Tower", Review Journal Business Article, 7/18/06

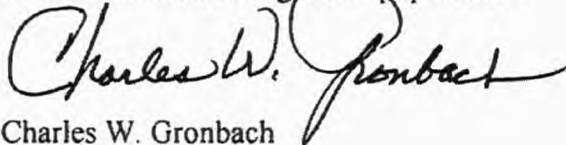
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Charles W. Gronbach

Cc: Planning & Development Department
731 South 4th Street
Las Vegas, NV 89101

ITEM NO.: 30, 31
CASE NO. 20N-13876, VK-13900
PC MEETING: 8-10 06

P

September 20, 2006

City of Las Vegas
Planning & Development
739 So. 4th Street
Las Vegas, Nevada 89101

Subject: Ahern Corporate Center
ZON-13896, VAR-13900, SUP-13902, SDR-13904, & SUP-13903

To Whom It May Concern:

I am a homeowner in The Rancho Manor Tract, which is not too far from the proposed project. I have attended two presentations that Ahern has put on to show interested parties exactly what they're plans are.

I am personally very much in favor of it, as our many of the Rancho Manor Homeowners Assoc. members. Some would like to have it a little lower but are still in favor of Ahern getting approved.

It will CERTAINLY improve the proposed area, namely Martin Luther King and Bonanza, and hopefully encourage others to consider "like" projects in this area.

Ahern has been in business in the same location for many, many years, very successful, a great employer and a wonderful neighbor. Please give them every consider to proceed with their proposed project.

Thank you for your time. I remain yours truly, Patricia Welsh, 1920 Collins Ave., Las Vegas (385-3097)

Patricia A. Welsh

R

13-17 A
R

Telephone Protest/ Approval Log

Meeting Date: 10/5/06

Case Number: Zon 13896, Zon 13900,

SUP 13902, SUP 13903, SUP 13904

Date: 10/5/06
Name: John Zorn (original of Rancho Meno: Neighborhood Association)
Address: 2000 Sunland Ave
Las Vegas, NV 89106
Phone: 382-7686
☐ PROTEST ☒ APPROVE

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

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

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

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

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

ITEM # 10-14

CASE # See ABOVE

PC MTG 10-14-06

A

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 15, 2006**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

SPECIAL USE PERMIT RELATED TO ZON-13896, AND VAR-13900

SUP-13902 – ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DON AHERN - OWNER: DFA, LLC - Request for a Special Use Permit FOR A PROPOSED HELIPAD AND A WAIVER TO ALLOW A HELIPAD AS AN ACCESSORY USE TO A FACILITY OTHER THAN A HOSPITAL, MEDICAL FACILITY, OR MEDICAL OFFICE on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard (APN 139-28-401-033), R-E (Residence Estates) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 5 (Weekly). The Planning Commission (5-1 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

4

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (5-1 vote) recommends DENIAL. Staff recommends 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 10-05-06 Planning Commission Meeting Item 12

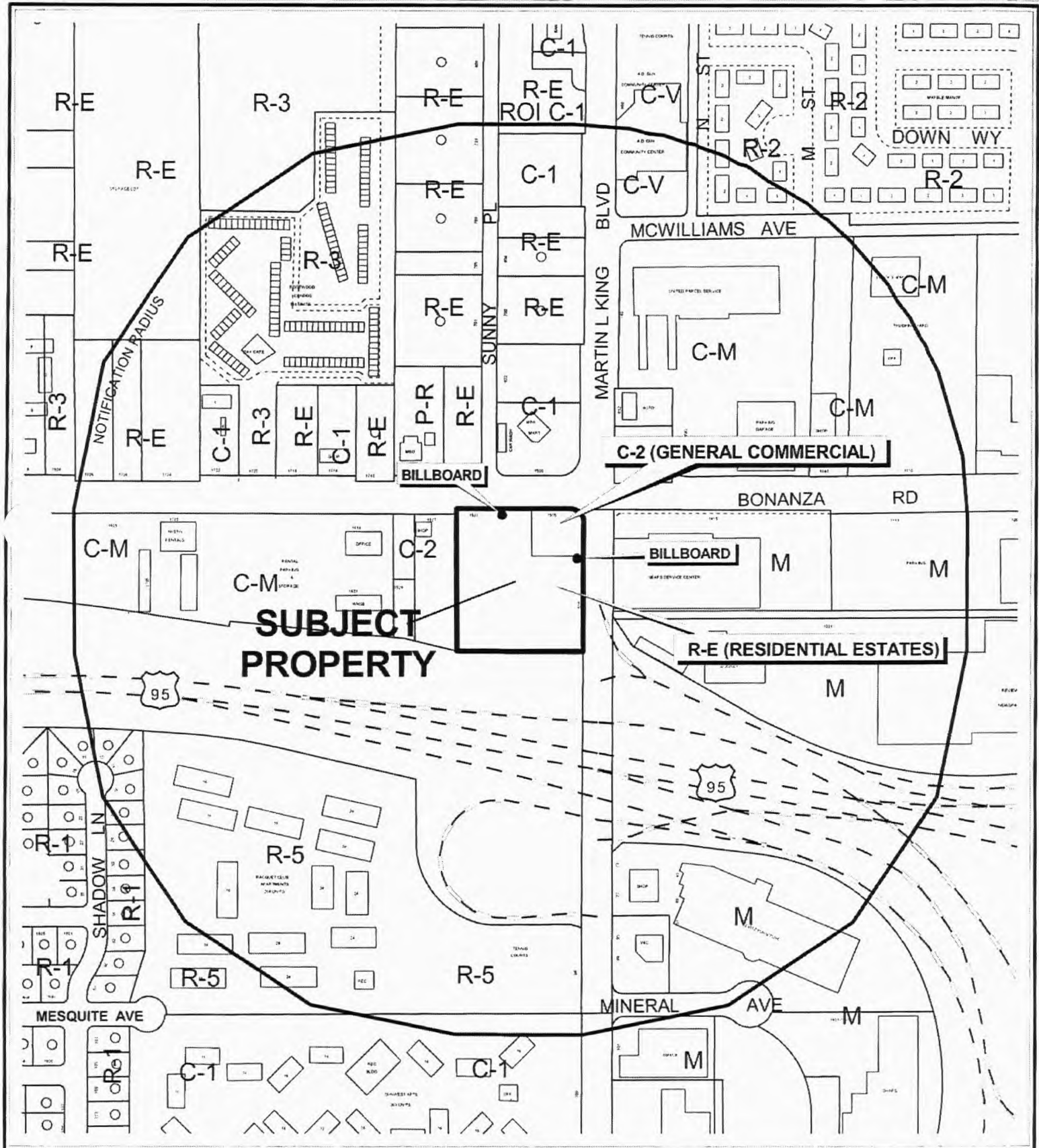
Motion made by GARY REESE to Strike Item 73 [4401 Cory Place]; HOLD IN ABEYANCE Item 85 [ZON-13896], Item 86 [VAR-13900], Item 87 [SUP-13902], Item 88 [SUP-13903] and Item 89 [SDR-13904] to 01/17/2007; Item 93 [ZON-15031], Item 94 [SDR-15030] and Item 101 [SUP-15347] to 12/06/2006; and Item 102 [SDR-15747] to 12/20/2006; TABLE Item 90 [ZON-14344], Item 91 [VAR-15323] and Item 92 [SDR-14353]; and WITHDRAW THE APPEAL of Item 116 [SUP-16483]

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

Minutes:

See Item 70 for related discussion and Item 85 for related backup.



CASE: SUP-13902

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) AND C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:

C-2 (GENERAL COMMERCIAL)

0 300 600 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE - SUP-13902 - APPLICANT: DON AHERN -
OWNER: DFA, LLC**

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 1, 2006 CITY COUNCIL MEETING AT THE REQUEST OF STAFF.

**** CONDITIONS ****

The Planning Commission (5-1/ld vote) recommends DENIAL. Staff recommends APPROVAL, subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a helipad use.
2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-13896), Variance (VAR-13900), Site Development Plan Review (SDR-13904), and Special Use Permit (SUP-13903) shall be required.
3. A flight plan must be approved by the Federal Aviation Administration (FAA), the Clark County Department of Aviation, and the City of Las Vegas prior to operation of the helipad.
4. The applicant must file FAA Form 7480-1 with the FAA and receive approval of the heliport prior to the issuance of a building permit.
5. 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.
6. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.
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 proposed Helipad and a Waiver to allow a Helipad as an accessory use to a facility other than a hospital, medical facility, or medical office on 2.61 acres on the southwest corner of Bonanza Road and Martin L. King Boulevard.

EXECUTIVE SUMMARY

This request will not negatively affect the surrounding area. Staff supports the proposal and the associated Waiver as it will not negatively impact residential areas and it will likely be minimally used. To insure low impact, a condition has been added that requires submittal of a flight path prior to construction of the helipad.

BACKGROUND INFORMATION

A) *Related Actions*

- 10/05/06 The Planning Commission recommended approval of companion items ZON-13896, VAR-13900, SUP-13903 and SDR-13904 concurrently with this application
- 10/05/06 The Planning Commission voted 5-1/ld to recommend DENIAL (PC Agenda Item #12/ng).

B) *Pre-Application Meeting*

- 05/15/06 A pre-application meeting with the applicant was held and the following items were discussed:
- Staff informed the applicant of the submittal requirements for the required applications.

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Net Acres: 2.61

B) *Existing Land Use*

Subject Property: Parking
North: Mini-Mart
South: U.S. 95
East: Sears Service Center
West: Rental Shop; Warehouse

C) Planned Land Use

Subject Property: C (Commercial)
North: SC (Service Commercial); M (Medium Density Residential)
South: U.S. 95 ROW
East: LI/R (Light Industry/Research)
West: LI/R (Light Industry/Research)

D) Existing Zoning

Subject Property: R-E (Residence Estates); C-2 (General Commercial)
North: C-1 (Limited Commercial); R-E (Residence Estates)
South: U.S. 95 ROW
East: M (Industrial)
West: C-2 (General Commercial)

E) General Plan Compliance

The subject parcel is located in the C (Commercial) area of the Redevelopment Plan Area. This designation allows for a variety of commercial uses including general office and retail. The underlying zoning of C-2 (General Commercial) complies with this designation.

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

Downtown Redevelopment Plan Area

No additional development standards are placed on the project as a result of its inclusion in the Redevelopment Plan. Rather, this designation simply targets the property for increased development efforts and improves access to assistance in redevelopment.

West Las Vegas

The subject property is located on the edge of the West Las Vegas plan area. This plan focuses mostly on the revitalization of residential areas in the heart of Las Vegas, but its objectives also emphasize the importance of re-investing in deteriorating commercial centers and creating an interesting urban environment. Increasing density and the mixing of uses is also a focus of the plan.

Airport Overlay District

The subject property is located within the North Las Vegas Airport Overlay District which restricts the height of buildings to 140 feet. The proposed development, at 246 feet, exceeds this height. However, a Special Use Permit (SUP-13903) has been submitted to allow relief from this requirement.

Pioneer Trail

The Pioneer Trail is an existing trail that runs along West Bonanza Road at the northern edge of the property. No additional requirements will be placed on the applicant as a result of this trail.

ANALYSIS

A) *General Analysis and Discussion*

- Zoning

Helipads are allowed in a C-2 (General Commercial) zone with approval of a Special Use Permit. The subject proposal will be located on the roof of a proposed office building.

- Use

This use is appropriate for the proposed development and will not be detrimental to surrounding areas. Its location adjacent to U.S. 95 will minimize the impact of arriving and departing helicopters and will give them direct access to an appropriate flight path. It should be noted that a proposed flight path has not been provided. A condition has been added requiring that a site plan be submitted and approved prior to operation of the helipad.

A Waiver has been requested from the second condition (listed below) to allow a helipad as an accessory use to a facility other than a hospital, medical facility, or medical office. Given the location of the building on which the helipad will be located, Staff supports the waiver as surrounding properties will be well protected.

- Conditions

1. The heliport shall be permitted only as an accessory use to a hospital, medical facility, or medical office.
2. The heliport shall designate a flight path which does not fly over adjacent residential areas.

FINDINGS

In order to approve a Special Use Permit application, per Title 19.18.060 the Planning Commission and City Council must affirm the following:

1. **“The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.”**

The proposed use is harmonious with the surrounding area. Adjacency to U.S. 95 means that helicopters using the facility will have access to a preferred flight pattern in the Las Vegas Valley.

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

The addition of a helipad on top of a proposed office tower will not increase the intensity of the land use already planned for the 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.”**

Street and highway facilities are irrelevant to this request as no additional traffic will be generated by the request. If anything, automobile traffic will be reduced due to the alternate transportation options available.

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

Approval of this Special Use Permit will not compromise the public health, safety or welfare of the general public.

PLANNING COMMISSION ACTION

The Planning Commission voted against the helipad as they believed it would be an unnecessary disturbance to nearby residences. If approved, condition #3 should be deleted as incorrect.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

23

ASSEMBLY DISTRICT

6

SENATE DISTRICT

4

NOTICES MAILED 99 by City Clerk

APPROVALS 1

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-13902** APN: **139-28-401-033**

Name of Property Owner: DFA, LLC

Name of Applicant: DON AHERN

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

Yes

X No

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

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner/Authorized Agent: Robert A. Kiser

Print Name: Don F Athern

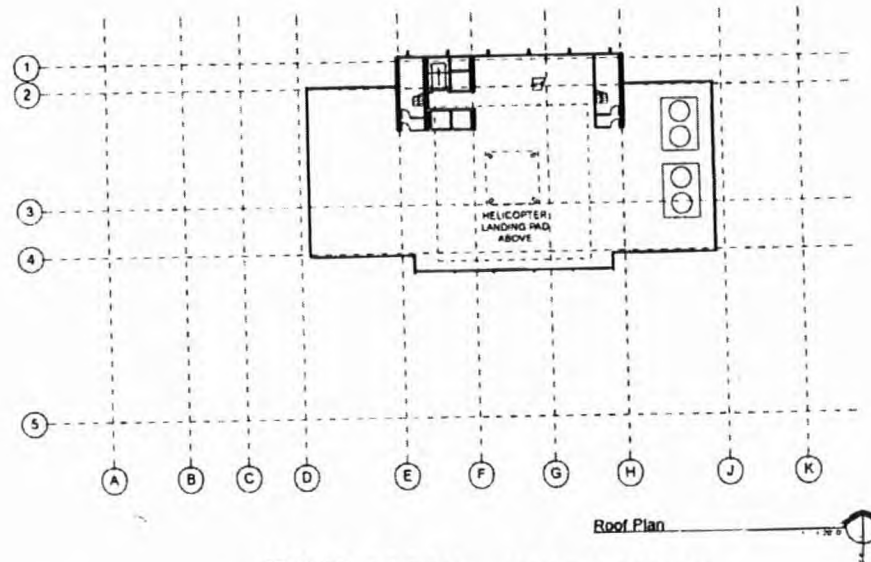
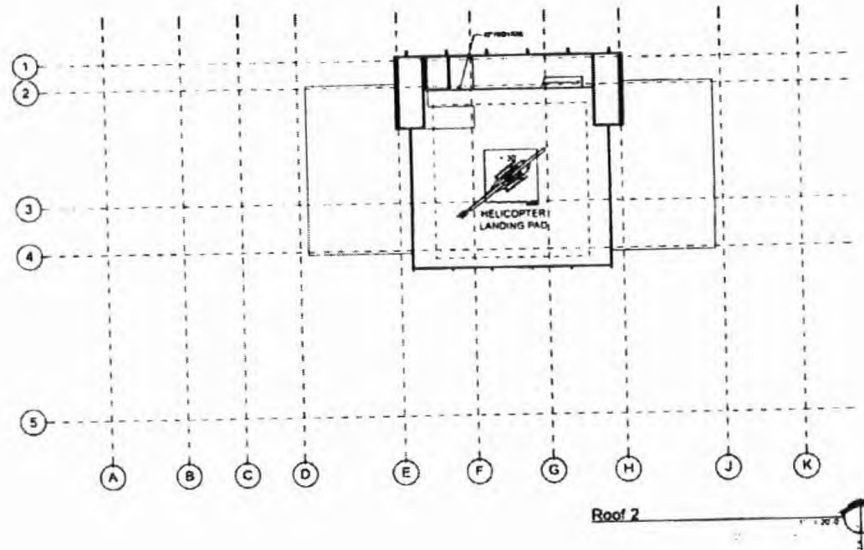
Subscribed and sworn before me

This 24th day of May, 2000.

Kalin Binner

Notary Public in and for said County and State

WILSON



Ahern Corporate Center
 SW Corner of Bonanza and Martin L King
 Las Vegas, NV 89106

APTUS Architecture

1000 South Main Street
 Suite 200
 Las Vegas, Nevada 89101
 P 702.891.1200
 F 702.891.1111
 aptus@aptusarch.com
 aptusarch.com
 ARCHITECT 04011

PROGRESS

NOTES

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DATE OF LAST REVISION 05/11/06

NO. DESCRIPTION DATE

ISSUED

ROOF PLAN

DATE 05/11/06

A110
 Ahern Corporate Center

MAY 30 2006

ZON-13896 VAR-13900
SUP-13902 SUP-13903
SDR-13904 10/05/06 PC

May 25, 2006

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

APN: 139-28-401-033

Re:

Special Use Permit – Airport Overlay and Helipad

To Whom It May Concern:

We respectfully submit this request for a Special Use Permit for a twenty-story office development located on the southwest corner of Bonanza and Martin Luther King Dr. We are also requesting this parcel be rezoned to C-2. The current general plan for the parcel is GC. This parcel is located in the airport overlay zone.

The Ahern Corporate Center will combine much needed office and retail space in a twenty-story tower in a redeveloping area of the city. This project consists of 19,000 sf of retail, 150,000 sf of leasable office space, a daycare for the employees working in the building and 3,700 sf of restaurant which includes 1,000 sf of eating area. This project also contains a helipad on the roof. There are 658 parking spaces required and 662 parking spaces provided. The majority of the parking is provided in an eight story parking structure under the office tower. The exterior materials include metal panels, Precast panels, aluminum storefront and stone panels at the base. The mechanical equipment and the helipad are screened from view by perforated metal panels. The tallest part of the tower is 274' in height.

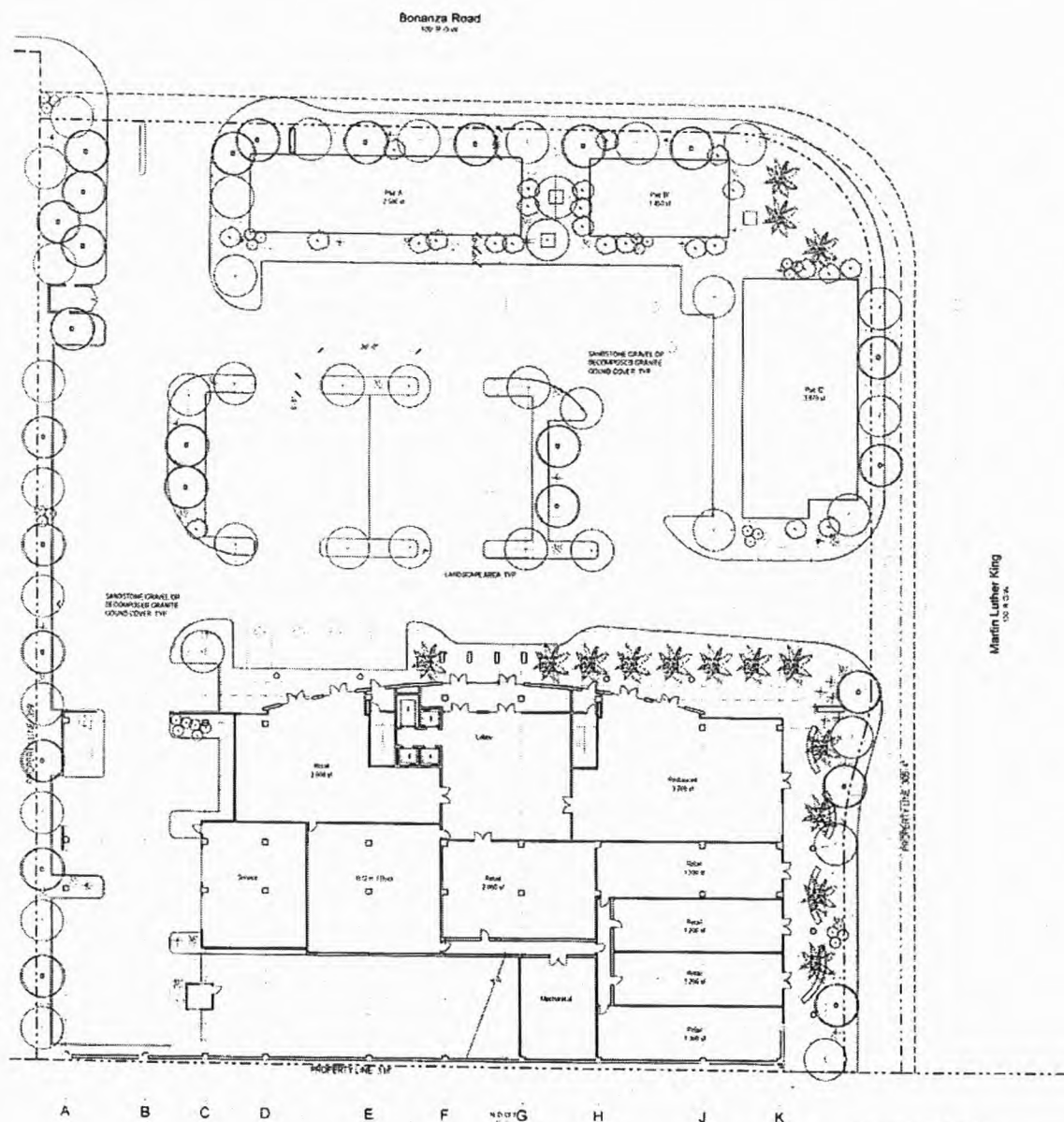
We hope that you will join us in our attempt to bring a much-needed high caliber project into this area.

Respectfully Submitted,

Kristin G. Neuman
Kristin G. Neuman for RBS

R. Brandon Sprague, AIA

ZON-13896 VAR-13900
SUP-13902 SUP-13903
SDR-13904 10/05/06 PC



Landscape Plan

Landscape Schedule

SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	QTY
	CHERRY LIME PLUM	<i>Prunella</i>	20' H	15
	MORRIS PRUNE	<i>Prunella</i>	20' H	15
	WINTER LIME PLUM	<i>Prunella</i>	20' H	15
	CHERRY LIME PLUM	<i>Prunella</i>	20' H	15
	CHERRY LIME PLUM	<i>Prunella</i>	20' H	15
	CHERRY LIME PLUM	<i>Prunella</i>	20' H	15
	CHERRY LIME PLUM	<i>Prunella</i>	20' H	15
	CHERRY LIME PLUM	<i>Prunella</i>	20' H	15
	CHERRY LIME PLUM	<i>Prunella</i>	20' H	15
	CHERRY LIME PLUM	<i>Prunella</i>	20' H	15
	CHERRY LIME PLUM	<i>Prunella</i>	20' H	15
	CHERRY LIME PLUM	<i>Prunella</i>	20' H	15

LANDSCAPE BUFFERS (BUFFER REQUESTED)

FROM	TO	FROM	TO
FRONT	10' 0"	10' 0"	10' 0"
REAR	10' 0"	10' 0"	10' 0"
SIDE (STREET)	10' 0"	10' 0"	10' 0"
SIDE (STREET)	10' 0"	10' 0"	10' 0"

Ahern Corporate Center
Site Development Review
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

APTUS Architecture

17000 Canyon Blvd. Suite 200
Las Vegas, Nevada 89104
P 702 497-1200
F 702 497-1257
info@chumacart.com

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APPLS, PROECT (C) 06.01.1
ACCTEXT

```

1760-1770

NAME _____

© 1997 by John Wiley & Sons, Inc.

2	City of Los Angeles	8/18/88
	2000th Submerged Area	
1	City of Los Angeles	09/27/88
	2000th Submerged	
NO	09/27/88 10:10:12	(JMT)

ISSUED

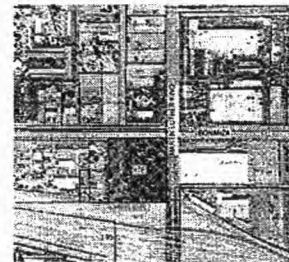
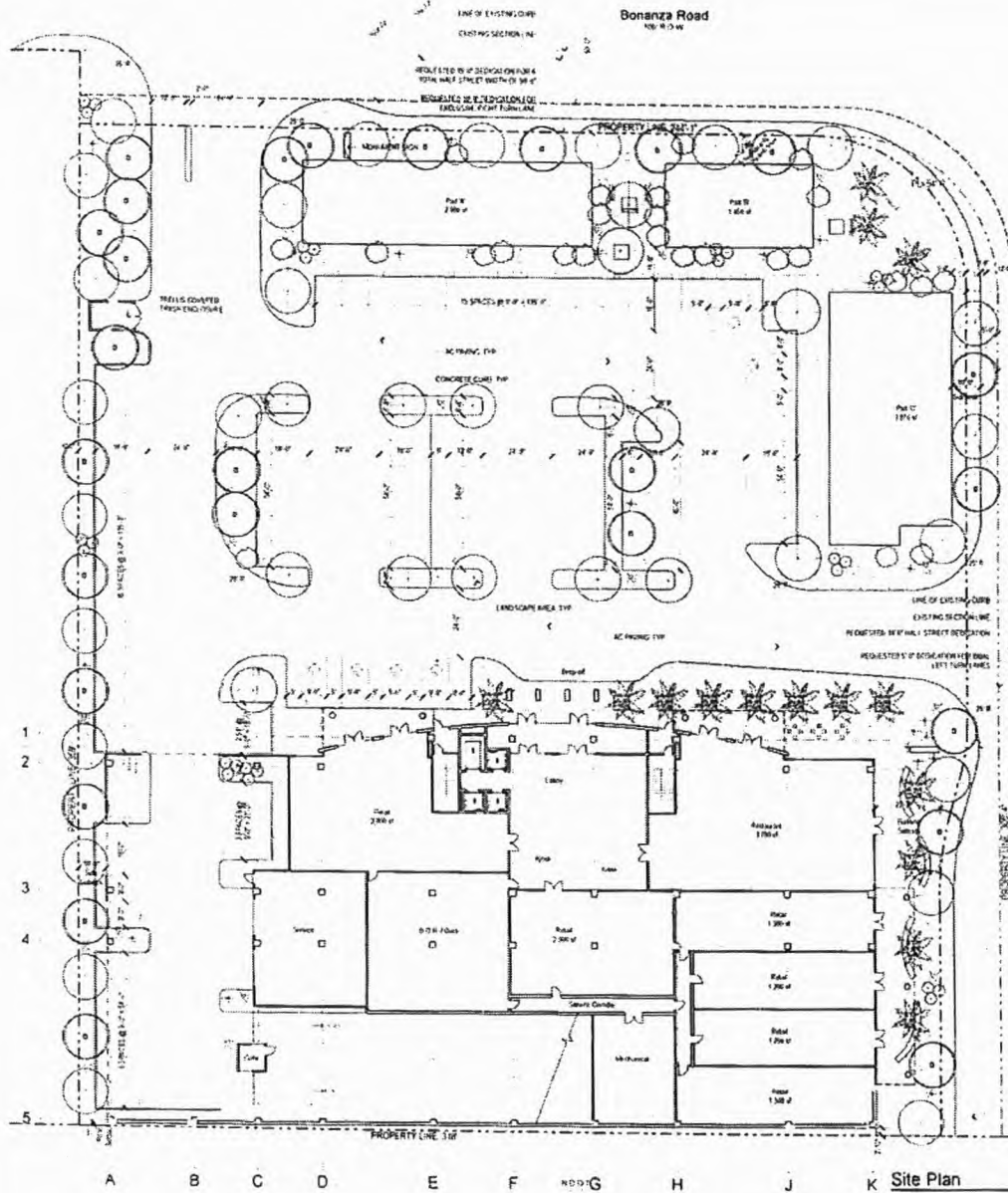
TITLE
PLANTING PLAN

CRAYING 140
L100
Atkins Corporate Center

ZON-13896 VAR-13900 SUP-13902
SUP-13903 SDR-13904 11-15-06 CC

RECEIVED

NOV 14 2006



Location Map

Vicinity Map

Site Zoning & Data

SITE DATA

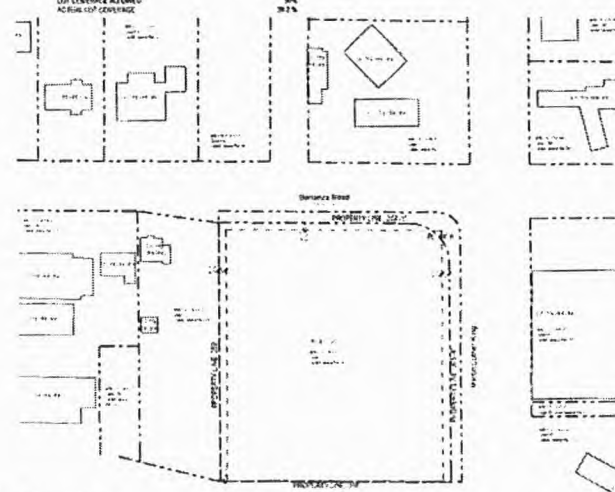
PARCEL NUMBER	534 26 44 830
APPLICANT	CITY OF LAS VEGAS - BUREAU
EXISTING GENERAL PLAN	CC
EXISTING ZONING	M-1
PROPOSED ZONING	CC-1
SITE AREA	241,545 SQ FT
DETERMINES - (SEE DEVELOPMENTAL RECORDS)	
TRUCK	20' 0"
INTERIOR CODE	10' 0"
USE STREET	10' 0"
REAR	20' 0"
DETERMINES - (SEE DEVELOPMENTAL RECORDS)	
FRONT	10' 0"
REAR SIDE	10' 0"
USE STREET	10' 0"
REAR	10' 0"
MAX HEIGHT & STORES	20' 0"
LOT COVERAGE ALLOWED	30%

BUILDING AREA

2ND FLOOR	2,000 sq ft
3RD FLOOR	1,000 sq ft
4TH FLOOR	1,000 sq ft
5TH FLOOR	1,000 sq ft
6TH FLOOR	1,000 sq ft
7TH FLOOR	1,000 sq ft
8TH FLOOR	1,000 sq ft
9TH FLOOR	1,000 sq ft
10TH FLOOR	1,000 sq ft
TOTAL	10,000 sq ft

PARKING CALCULATIONS

TOTAL PARKING REQUIRED	1,000
ON-SITE PARKING	1,000
OFF-SITE PARKING	0
TOTAL PARKING PROVIDED	1,000
STANDARD PARKING PROVIDED	1,000
COMPACT SPACES PROVIDED	0
TOTAL PARKING PROVIDED	1,000



Zoning Map

Ahern Corporate Center
 Site Development Review
 SW Corner of Bonanza and Martin L. King
 Las Vegas, Nevada 89106

APTUS Architecture

2000 South Main Street
 Suite 200
 Las Vegas, Nevada 89104
 P 702.497.1200
 F 702.497.1211
 www.aptusarch.com

APTUS PROJECT NO. 06.011
 ARCHITECT

DATE:

DATE:

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1 City of Las Vegas 9-10-06
 2 METRO Submittal 10-1-06
 3 City of Las Vegas 05-21-06
 4 METRO Submittal
 NO DESCRIPTION DATE

ISSUED

SITE PLAN AND ZONING INFO

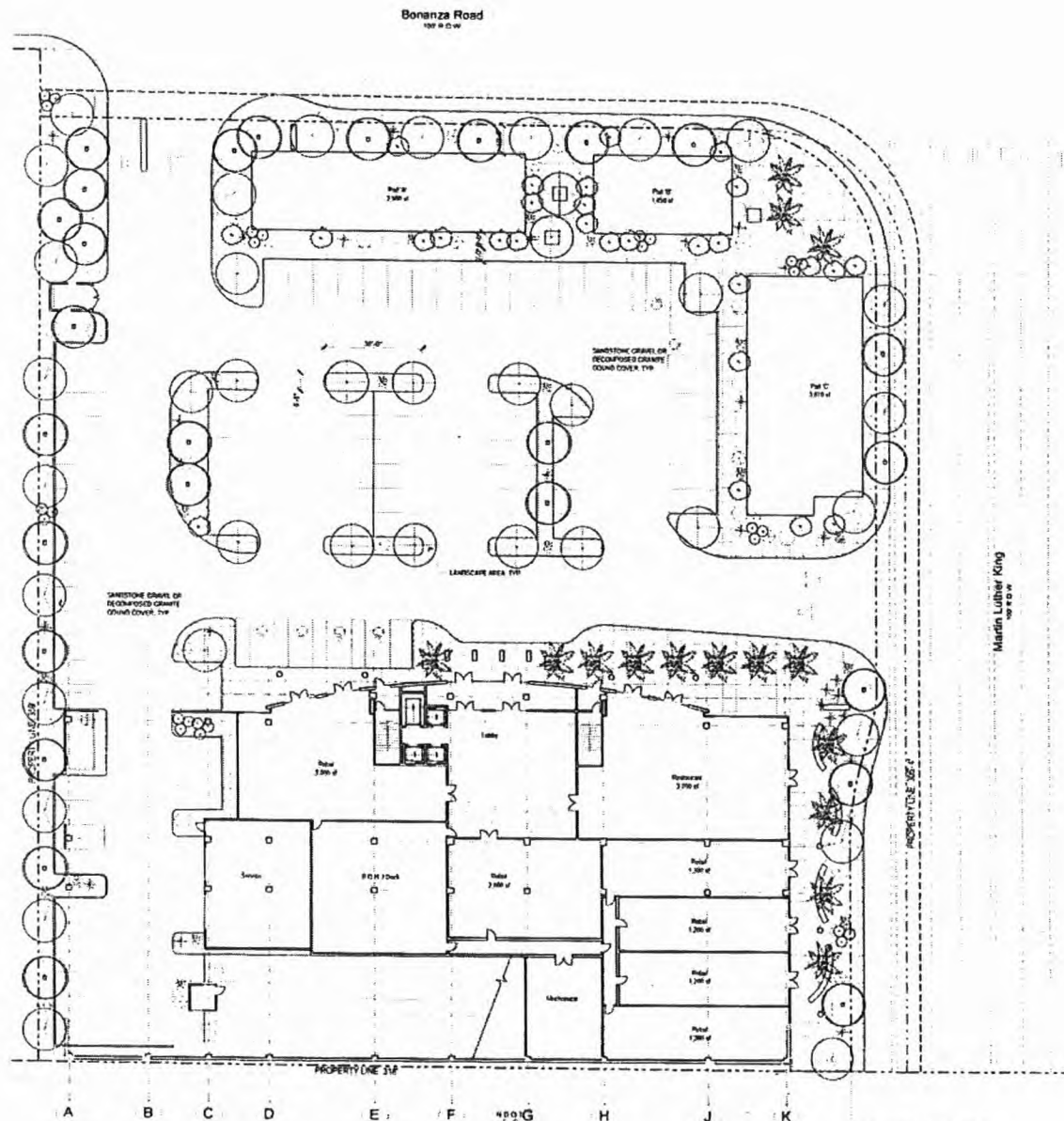
AS100

Ahern Corporate Center

ZON-13896 VAR-13900 SUP-13902
SUP-13903 SDR-13904 11-15-06 CC

NOV 14 2006

RECEIVED



Landscape Schedule				
SYMBOL	COMMON NAME	REFERENCE NAME	SIZE	QTY
1	QUADRAFE 6-8 IN. H.	Quadrifida	24" Dia.	15
2	MONDO PINE	Pinus monophylla	24" Dia.	15
3	HERITAGE LINE OAK	Quercus agrifolia	24" Dia.	15
4	CHILIFERN HEDERA	Chilifern hedera	24" Dia.	15
5	BLACK RED BERRY BUSH	Blackberry	18" Dia.	15
6	DESERT CACTUS	Cylindropuntia	18" Dia.	15
7	MOUNTAIN WOODS	Quercus laevis	18" Dia.	15
8	GREEN BUSH CACTUS	Cholla	18" Dia.	15
9	TRAILER LANTANA	Lantana	18" Dia.	15
10	RED BIRD OF PARADISE	Red Bird of Paradise	18" Dia.	15

LANDSCAPE MATERIALS PRICES REQUESTED

ITEM	QTY	UNIT	PRICE
1. QUADRAFE 6-8 IN. H.	15	EA	\$1.00
2. MONDO PINE	15	EA	\$1.00
3. HERITAGE LINE OAK	15	EA	\$1.00
4. CHILIFERN HEDERA	15	EA	\$1.00
5. BLACK RED BERRY BUSH	15	EA	\$1.00
6. DESERT CACTUS	15	EA	\$1.00
7. MOUNTAIN WOODS	15	EA	\$1.00
8. GREEN BUSH CACTUS	15	EA	\$1.00
9. TRAILER LANTANA	15	EA	\$1.00
10. RED BIRD OF PARADISE	15	EA	\$1.00

Ahern Corporate Center
Site Development Review
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

APTUS Architecture

1700 South 4th Street
Suite 200
Las Vegas, Nevada 89106
P 702.474.1200
F 702.474.1213
info@aptusarchitecture.com

APTUS PROJECT NO. 06.011
ARCHITECT

OWNER

DATE

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3 City of Las Vegas
SUP 13904 Submittal (Rev.) 11-14-06
2 City of Las Vegas
SUP 13904 Submittal (Rev.) 11-15-06
1 City of Las Vegas
SUP 13904 Submittal 11-15-06
NO DISCLOSURE DATE

ISSUED
PLANTING PLAN

TRAINING NO.
LI00
Ahern Corporate Center

REVISED
11-15-06

ZON-13896

VAR-13900

SDR-13904
11-15-06 CC

SUP-13903

SUP-13902

RECEIVED

NOV 15 2006

**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**

September 20, 2006

City of Las Vegas
Planning & Development
739 So. 4th Street
Las Vegas, Nevada 89101

Subject: Ahern Corporate Center
ZON-13896, VAR-13900, SUP-13902, SDR-13904, & SUP-13903

To Whom It May Concern:

I am a homeowner in The Rancho Manor Tract, which is not too far from the proposed project. I have attended two presentations that Ahern has put on to show interested parties exactly what they're plans are.

I am personally very much in favor of it, as our many of the Rancho Manor Homeowners Assoc. members. Some would like to have it a little lower but are still in favor of Ahern getting approved.

It will CERTAINLY improve the proposed area, namely Martin Luther King and Bonanza, and hopefully encourage others to consider "like" projects in this area.

Ahern has been in business in the same location for many, many years, very successful, a great employer and a wonderful neighbor. Please give them every consider to proceed with their proposed project.

Thank you for your time. I remain yours truly, Patricia Welsh, 1920 Collins Ave., Las Vegas (385-3097)

Patricia A. Welsh

R

13-17

A
R

Telephone Protest/ Approval Log

Meeting Date: 10/5/06

Case Number: 2001 13896, 2001 13900,

SUP 13902, SUP 13903, SUP 13904

Date: 10/5/06
Name: Jean Zorn (on behalf of Rancho Pkwy. Neighborhood Association)
Address: 2000 Sunland Ave
Las Vegas, NV 89106
Phone: 382-7686
☐ PROTEST ☒ APPROVE

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

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

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

ITEM # 10-14
CASE # See ABOVE
PC MTG 10-14

A

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 15, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SPECIAL USE PERMIT RELATED TO ZON-13896, VAR-13900 AND SUP-13902

SUP-13903 – ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DON AHERN - OWNER: DFA, LLC - Request for a Special Use Permit FOR A PROPOSED 274-FOOT TALL BUILDING IN THE NORTH LAS VEGAS AIRPORT OVERLAY DISTRICT on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard (APN 139-28-401-033), R-E (Residence Estates) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 5 (Weekly). The Planning Commission (6-0 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

4

City Council Meeting

0

RECOMMENDATION:

Planning Commission (6-0 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 10-05-06 Planning Commission Meeting 13

Motion made by GARY REESE to Strike Item 73 [4401 Cory Place]; HOLD IN ABEYANCE Item 85 [ZON-13896], Item 86 [VAR-13900], Item 87 [SUP-13902], Item 88 [SUP-13903] and Item 89 [SDR-13904] to 01/17/2007; Item 93 [ZON-15031], Item 94 [SDR-15030] and Item 101 [SUP-15347] to 12/06/2006; and Item 102 [SDR-15747] to 12/20/2006; TABLE Item 90 [ZON-14344], Item 91 [VAR-15323] and Item 92 [SDR-14353]; and WITHDRAW THE APPEAL of Item 116 [SUP-16483]

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

Minutes:

See Item 70 for related discussion and Item 85 for related backup.

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: SUP-13903 - APPLICANT: DON AHERN - OWNER: DFA, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 1, 2006 CITY COUNCIL MEETING AT THE REQUEST OF STAFF.

**** CONDITIONS ****

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

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.06.080 for developments that exceed the height allowed by an Airport Overlay District.
2. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-13896), Site Development Plan Review (SDR-13904), Variance (VAR-13900), Special Use Permit (SUP-13902), and Special Use Permit (SUP-13903) shall be required.
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. Applicant must file FAA Form 7460-1 with the FAA and receive approval prior to the issuance of a building permit.
5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.
6. The maximum building height shall be 248 feet.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Special Use Permit for a proposed 246 foot tall building in the North Las Vegas Airport Overlay District on 2.61 acres on the southwest corner of Bonanza Road and Martin L. King Boulevard.

EXECUTIVE SUMMARY

Staff typically defers to the judgment of the applicable aviation officials with regard to the appropriateness of development that exceeds current height restrictions. In this case, the FAA has no objection to the proposal as flight paths will not be affected by the development. However, any changes that affect the height or airspace on the subject site must be approved by the appropriate agencies. Staff supports this request.

BACKGROUND INFORMATION

A) *Related Actions*

- | | |
|----------|---|
| 10/05/06 | The Planning Commission recommended approval of companion items ZON-13896, VAR-13900 and SDR-13904 and denial of SUP-13902 concurrently with this application |
| 10/05/06 | The Planning Commission voted 6-0 to recommend DENIAL (PC Agenda Item #13/ng). |

B) *Pre-Application Meeting*

- | | |
|----------|---|
| 05/15/06 | A pre-application meeting with the applicant was held and the following items were discussed: <ul style="list-style-type: none">• Staff informed the applicant of the submittal requirements for the required applications. |
|----------|---|

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Net Acres: 2.61

B) Existing Land Use

Subject Property: Parking
North: Mini-Mart
South: U.S. 95
East: Sears Service Center
West: Rental Shop
Warehouse

C) Planned Land Use

Subject Property: Commercial (Downtown Redevelopment Plan)
North: SC (Service Commercial)
M (Medium Density Residential)
South: U.S. 95 ROW
East: LI/R (Light Industry/Research)
West: LI/R (Light Industry/Research)

D) Existing Zoning

Subject Property: R-E (Residence Estates)
C-2 (General Commercial)
North: C-1 (Limited Commercial)
R-E (Residence Estates)
South: U.S. 95 ROW
East: M (Industrial)
West: C-2 (General Commercial)

E) General Plan Compliance

The subject property has a land use designation of Commercial based on the Downtown Redevelopment Plan. If the proposed rezoning to C-2 (General Commercial) is approved, the zoning and the land use designation will be compatible as they both allow for intense commercial (office, retail, etc.) development.

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

Downtown Redevelopment Plan Area

No additional development standards are placed on the project as a result of its inclusion in the Redevelopment Plan. Rather, this designation simply targets the property for increased development efforts and improves access to assistance in redevelopment.

West Las Vegas

The subject property is located on the edge of the West Las Vegas plan area. This plan focuses mostly on the revitalization of residential areas in the heart of Las Vegas, but its objectives also emphasize the importance of re-investing in deteriorating commercial centers and creating an interesting urban environment. Increasing density and the mixing of uses is also a focus of the plan.

Airport Overlay District

The subject property is located within the North Las Vegas Airport Overlay District which restricts the height of buildings to 140 feet. The proposed development, at 246 feet, exceeds this height. However, a Special Use Permit (SUP-13903) has been submitted to allow relief from this requirement.

Pioneer Trail

The Pioneer Trail is an existing trail that runs along West Bonanza Road at the northern edge of the property. No additional requirements will be placed on the applicant as a result of this trail.

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	Required			Provided	
		Ratio	Parking		Parking	
			Regular	Handicap	Regular	Handicap
Office	150,000 SF	1 Space / 300 SF GFA	500			
Retail	19,000 SF	1 Space / 175 SF	109			

Restaurant	1,000 SF	1 Space / 50 SF Public Seating	20			
	2,700 SF	1 Space / 200 SF Remaining	14			
Child Care Center	N/A	1 Space / Staff Person	15			
		1 Space / 10 Children				
TOTAL			658 (including handicap accessible)	14	662 (including handicap accessible)	15

The subject proposal will contain adequate parking to provide for the facilities and uses proposed. Of the total number of spaces, 83 (11%) are compact spaces, 15 are handicap accessible, and two are van accessible spaces. Eighty-one of the spaces are contained at ground level and exterior to the buildings. The remainder of the spaces is contained in a parking structure within the office building.

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

Standards	Code Requirement	Provided
Trash Enclosure	Gated, Roofed, Constructed of a similar material to the main structure	Trellis Covered

The trash enclosure meets current Title 19 standards.

B) General Analysis and Discussion

- Zoning

Applicable zoning requirements are discussed in detail in the report for the Site Development Plan Review (SDR-13904). Several variances and a waiver are requested as part of this application in order to get relief from development standards.

- Use

This Special Use Permit is not actually for a use, but is actually for relief from a development standard. Specifically, approval of this request will allow the applicant to construct a building that is taller than is currently allowed based on the North Las Vegas Overlay District. Staff supports this request as the FAA (Federal Aviation Administration) does not object to the height of the building as it will not create a hazard to air navigation.

- Conditions

1. Any person desiring to erect or increase the height of any structure, or to permit the growth of any tree, or otherwise use property in a manner which would exceed the limitations of this subchapter may apply to the Planning Commission for a Special Use Permit. The Special Use Permit application shall be processed in accordance with the Special Use Permit procedures set forth in Subchapter 19.18.060, except that:
 - a. The applicant shall notify the FAA regional office and the Clark County Department of Aviation of the application prior to the time of submission; and
 - b. Any approval by the Planning Commission must be referred automatically to the City Council for final disposition.
2. Notwithstanding the preceding provisions of this subchapter, no Special Use Permit shall be granted that would allow the establishment or creation of an obstruction or permit a non-conforming use, structure or tree to become a greater hazard to air navigation than it was on the effective date of this subchapter or any amendment thereto.

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 area in which the proposed building is located is slated for commercial redevelopment per the Downtown Redevelopment Plan. As such, a tower of this type and height is appropriate for the area and is compatible with the General Plan.

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

The subject site can accommodate land use of the intensity proposed, and such development will benefit the area.

3. **“Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.”**

The site is served by West Bonanza Road (a 100-foot primary arterial) and North Martin L. King Boulevard (a 100-foot primary arterial). These roadways are capable of accommodating the proposed facility and 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.”**

Exceeding the height allowed by the North Las Vegas Airport Overlay District will not endanger the public health, safety, or general welfare.

PLANNING COMMISSION ACTION

Condition #6 was added by the Planning Commission.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

23

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 99 by City Clerk

APPROVALS 1

PROTESTS 0

**CITY OF LAS VEGAS
PLANNING COMMISSION RECOMMENDATIONS / COMMENTS**

FROM: CLARK COUNTY DEPARTMENT OF AVIATION
APPLICATION NUMBERS: SUP-13903
PROJECT: DFA, LLC - 274 Foot Building
LOCATION: SWC of Bonanza Rd. and Martin L. King Blvd.
MEETING DATE: July 13, 2006

COMMENTS:

Federal Aviation Regulations (Title 14, Part 77) require that the Federal Aviation Administration (FAA) be notified before the construction or alteration of any building or structure that will exceed a slope of 100:1 for a distance of 20,000 feet from the nearest point of any airport runway, or for any structure greater than 200 feet in height. Such notification allows the FAA to determine what impact, if any, the proposed development will have upon navigable airspace, and allows the FAA to determine whether the development requires obstruction marking or lighting.

Clark County Code (Title 20, Subsection 13), pursuant to Chapter 497 of the Nevada Revised Statutes, requires that when the applicant is required to file FAA Form 7460-1, a Permit from the Clark County Director of Aviation or a Variance from the Airport Hazard Areas Board of Adjustment (AHABA) must also be obtained prior to construction. Per 20.13.040 of Clark County Code, an aviation easement will also be required.

The proposed development will exceed the 100:1 notice requirement. **Therefore, applicant is required to file FAA form 7460-1, "Notice of Proposed Construction or Alteration" with the FAA, and, depending upon the FAA's determination, obtain either a Permit from the Clark County Director of Aviation or a Variance from the AHABA prior to construction.**

Name: _____



Date: _____

7/10/06

Title: _____

Airport Program Admin.

ZON-13896 SUP-13902 SDR-13904
 VAR-13900 SUP-13903 10/05/06 PC

MAY 30 2006

A200

BUILDING
 ELEVATIONS
 ISSUED

NO. 01011
 DATE 10/05/06
 BY J. L. King

CONSTRUCTION NOTES

NOTES

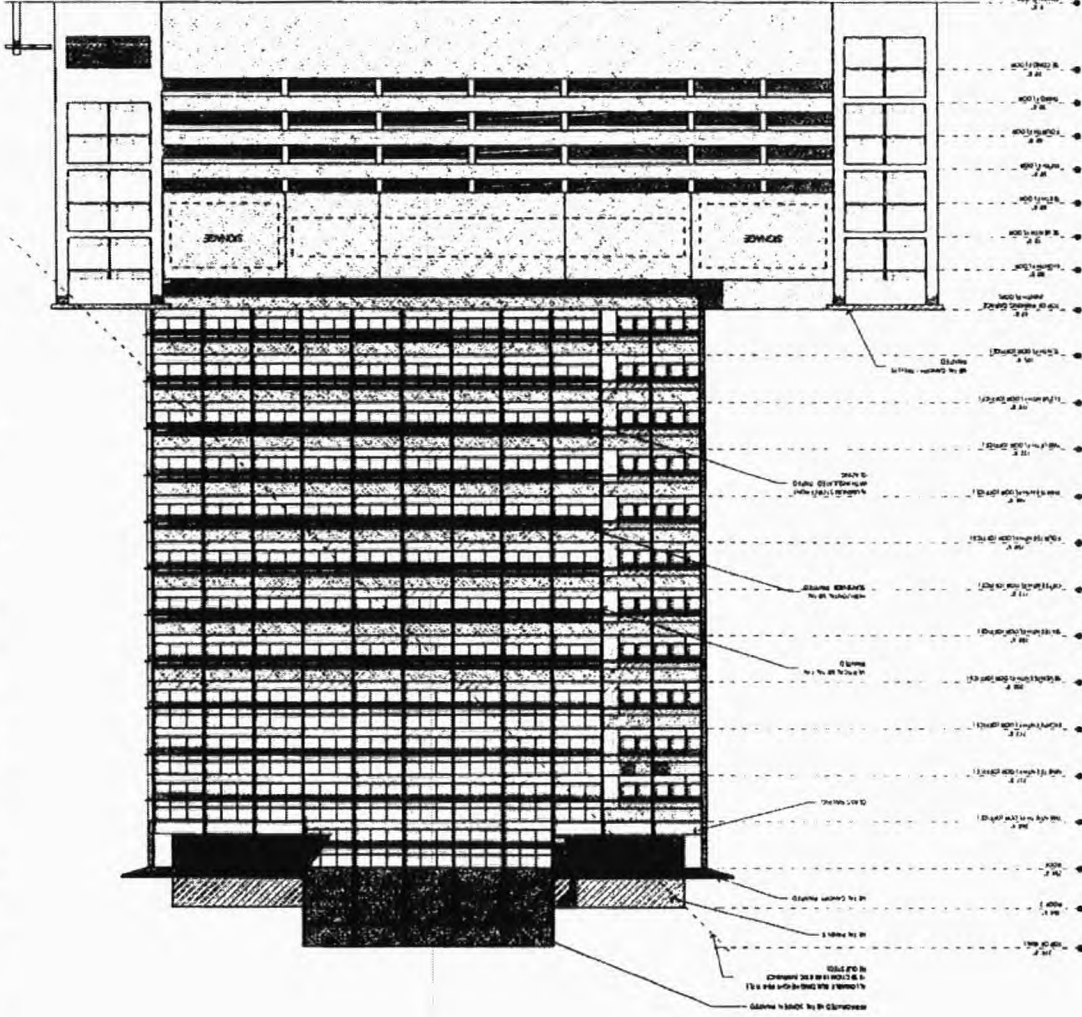
REVISIONS

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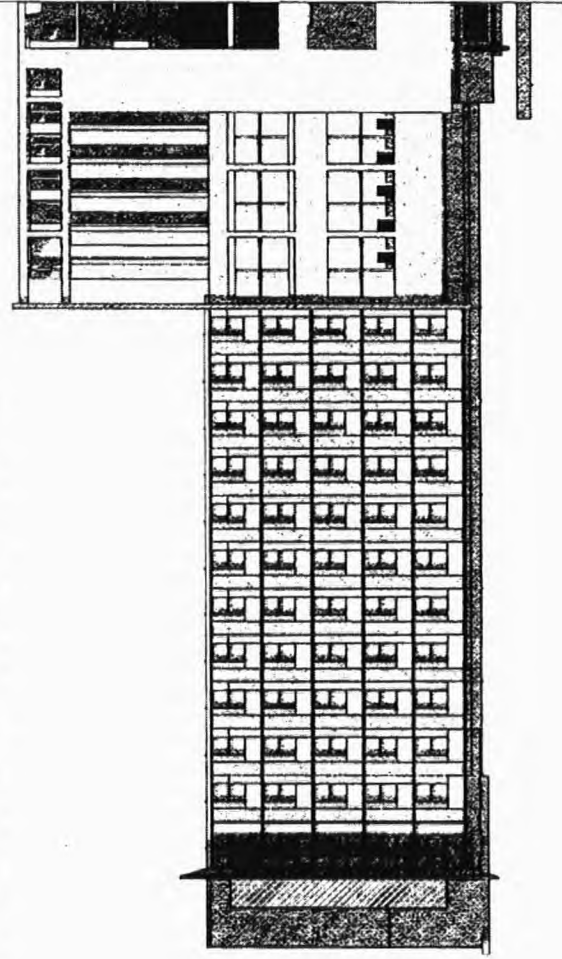
APTUS Architecture

Ahern Corporate Center
 5W Corner of Bonanza and Martin L King
 Las Vegas, NV 89106

SOUTH ELEVATION



WEST ELEVATION



MAY 30 2006

May 25, 2006

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

APN: 139-28-401-033

Re:
Special Use Permit – Airport Overlay and Helipad

To Whom It May Concern:

We respectfully submit this request for a Special Use Permit for a twenty-story office development located on the southwest corner of Bonanza and Martin Luther King Dr. We are also requesting this parcel be rezoned to C-2. The current general plan for the parcel is GC. This parcel is located in the airport overlay zone.

The Ahern Corporate Center will combine much needed office and retail space in a twenty-story tower in a redeveloping area of the city. This project consists of 19,000 sf of retail, 150,000 sf of leasable office space, a daycare for the employees working in the building and 3,700 sf of restaurant which includes 1,000 sf of eating area. This project also contains a helipad on the roof. There are 658 parking spaces required and 662 parking spaces provided. The majority of the parking is provided in an eight story parking structure under the office tower. The exterior materials include metal panels, Precast panels, aluminum storefront and stone panels at the base. The mechanical equipment and the helipad are screened from view by perforated metal panels. The tallest part of the tower is 274' in height.

We hope that you will join us in our attempt to bring a much-needed high caliber project into this area.

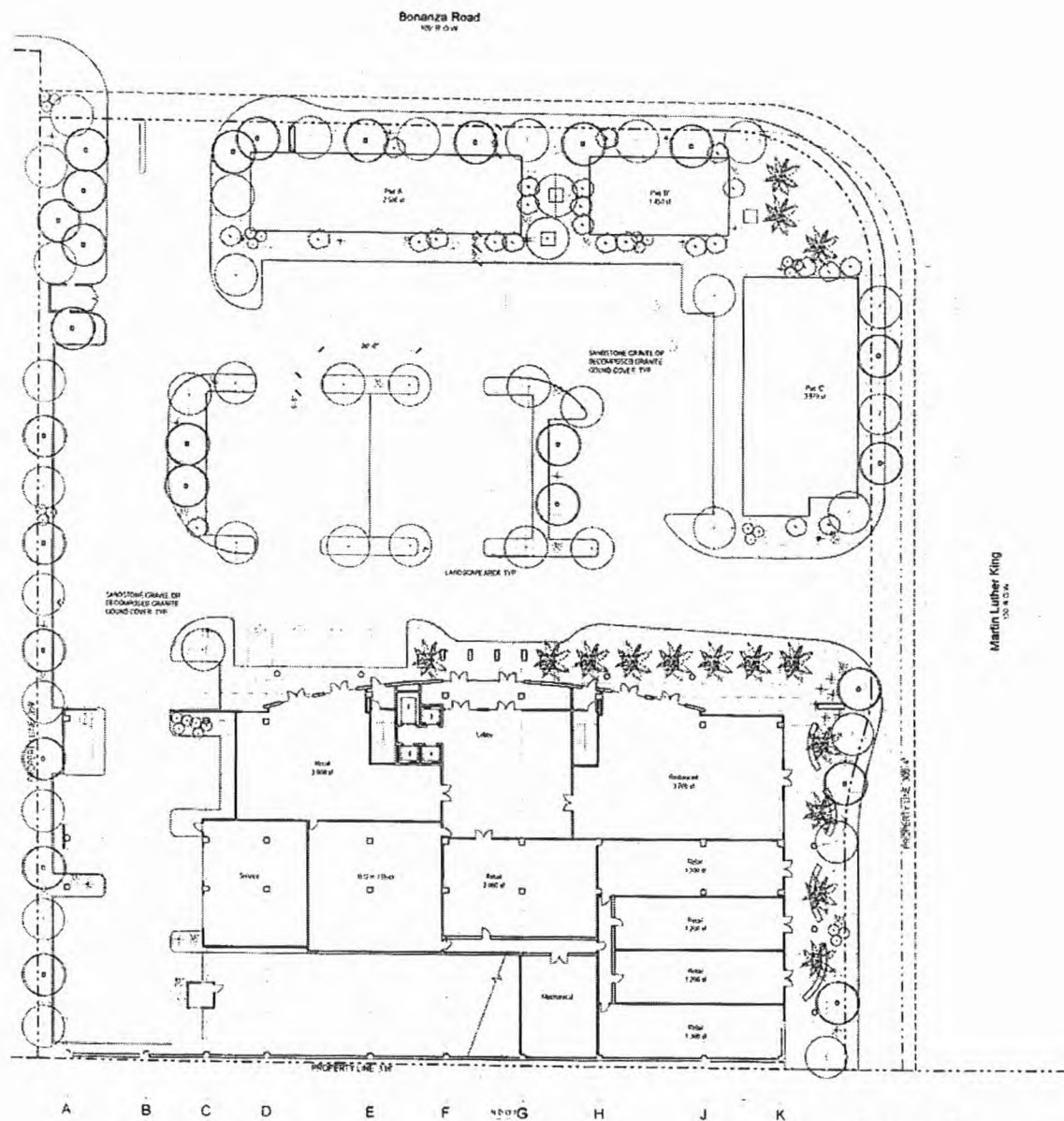
Respectfully Submitted,

Marta G. Louma
R. Brandon Sprague *for RBS*

R. Brandon Sprague, AIA

ZON-13896 VAR-13900
SUP-13902 SUP-13903
SDR-13904 10/05/06 P

68-58 # 11/14/06 Date 11/14/06 Item # 85-89



Landscape Schedule

SYMBOL	COMMON NAME	SCIENTIFIC NAME	QTY	QTY
★	QUICKLY TREES	QUICKLY TREES	27	15
○	MONDO PINE	MONDO PINE	27	15
○	WAXY LIME OAK	WAXY LIME OAK	27	15
○	ORANGE LIME OAK	ORANGE LIME OAK	27	15
○	BLACK HAWK BUSH	BLACK HAWK BUSH	10	5
○	BESSEY CACTUS	BESSEY CACTUS	10	5
○	MOUNTAIN LAMB EARS	MOUNTAIN LAMB EARS	10	5
○	GREENBELT PLANT	GREENBELT PLANT	10	5
○	RED BIRD OF PARADISE	RED BIRD OF PARADISE	10	5

LANDSCAPE BUT LIVING PLANTING REQUESTED

FRONT	INTERIOR	BACK
10' x 10'	10' x 10'	10' x 10'
10' x 10'	10' x 10'	10' x 10'
10' x 10'	10' x 10'	10' x 10'

Aherm Corporate Center
 Site Development Review
 SW Corner of Bonanza and Martin L. King
 Las Vegas, Nevada 89106

APTUS Architecture

1200 South Main Street
 Suite 200
 Las Vegas, Nevada 89101
 P: 702.499.7000
 F: 702.499.7000
 info@aptusarch.com

PROJECT NO. 06.011
 ARCHITECT

DATE

DATE

DATE

DATE

DATE

DATE

ISSUED

PLANTING PLAN

CRANFORD

LI00

Aherm Corporate Center

RECEIVED

NOV 14 2006

ZON-13896 VAR-13900 SUP-13902
 SUP-13903 SDR-13904 11-15-06 CC

[illegible]

Landscape Schedule

SYMBOL	VEGETATION NAME	REFERENCE NAME	SIZE	QTY
	CONVULSANT PINK PINK	Ironwood	12" Dia	1
	WEDGE PINE	Yucca filifera	12" Dia	1
	HERVACEA (WEDG)	Quercus agrifolia	12" Dia	1
	CHILDREN WEDG	Quercus agrifolia	12" Dia	1
	WEDG PINK PINK PINK	Yucca filifera	12" Dia	1
	DESERT CACTUS	Yucca filifera	12" Dia	1
	MOUNTAIN WEDG	Yucca filifera	12" Dia	1
	CHILDREN WEDG	Yucca filifera	12" Dia	1
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	DESERT CACTUS	Yucca filifera	12" Dia	1

LANDSCAPE BURSTS AS ANOTHER HIGHLY FEED

	REQD	PROVIDED
FRONT	15' 0"	10' 0"
INTERIOR SIDE	8' 0"	8' 0"
SIDE STREET	15'	8' 0" STREET TREES W/CLWOVD
REAR	8' 0"	8' 0"

Ahern Corporate Center
Site Development Review
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

APTUS Architecture

1200 South Web Street
Suite 200
Las Vegas, Nevada 89106
P 702 879 1200
F 702 879 1212
info@laser.com

APRIS PROJECT NO 06.011

ABSTRACT

Discussion

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QTY	DESCRIPTION	DATE
3	City of Las Vegas SUP-SON Submittal (Rev.)	11-14-88
2	City of Las Vegas SUP-SON Submittal (Rev.)	9-19-88
1	City of Las Vegas SUP-SON Submittal	05-25-88

ISSUED

PLANTING PLAN

CHARTERED

L100

More Computer Cases

REVISED
11-15-06

NOV 15 2006

100

**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**

September 20, 2006

City of Las Vegas
Planning & Development
739 So. 4th Street
Las Vegas, Nevada 89101

Subject: Ahern Corporate Center
ZON-13896, VAR-13900, SUP-13902, SDR-13904, & SUP-13903

To Whom It May Concern:

I am a homeowner in The Rancho Manor Tract, which is not too far from the proposed project. I have attended two presentations that Ahern has put on to show interested parties exactly what they're plans are.

I am personally very much in favor of it, as our many of the Rancho Manor Homeowners Assoc. members. Some would like to have it a little lower but are still in favor of Ahern getting approved.

It will CERTAINLY improve the proposed area, namely Martin Luther King and Bonanza, and hopefully encourage others to consider "like" projects in this area.

Ahern has been in business in the same location for many, many years, very successful, a great employer and a wonderful neighbor. Please give them every consider to proceed with their proposed project.

Thank you for your time. I remain yours truly, Patricia Welsh, 1920 Collins Ave., Las Vegas (385-3097)

Patricia A. Welsh

R

13-17

R
R

Telephone Protest/ Approval Log

Meeting Date: 10/5/06

Case Number: Zon 13896, Zon 13900,

SUP 13902, SUP 13903, SUP 13904

Date: 10/5/06
Name: John Zorn President of Rancho Verde Neighborhood Association
Address: 2000 Sunland Ave
Las Vegas, NV 89106
Phone: 382-7686
☐ PROTEST ☒ APPROVE

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

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

ITEM # 10-14

CASE # See APPROVE

PC MTG 10-14-06

A

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 15, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-13896, VAR-13900, SUP-13902 AND SUP-13903

SDR-13904 – ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: DON AHERN - OWNER: DFA, LLC - Request for a Site Development Plan Review FOR A COMMERCIAL DEVELOPMENT CONSISTING OF A 3,000 SQUARE FOOT, A 1,500 SQUARE FOOT, AND A 4,500 SQUARE FOOT RETAIL PAD; A 20-STORY BUILDING CONSISTING OF 3,700 SQUARE FEET OF RESTAURANT SPACE, 10,000 SQUARE FEET OF RETAIL SPACE, 150,000 SQUARE FEET OF OFFICE SPACE, AND A 4,500 SQUARE FOOT CHILD CARE FACILITY; AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 2.61 acres at the southwest corner of Bonanza Road and Martin L. King Boulevard (APN 139-28-401-033), R-E (Residence Estates) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 5 (Weekly). The Planning Commission (5-1 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

1

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

4

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (5-1 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 10-05-06 Planning Commission Meeting Item 14

Motion made by GARY REESE to Strike Item 73 [4401 Cory Place]; HOLD IN ABEYANCE Item 85 [ZON-13896], Item 86 [VAR-13900], Item 87 [SUP-13902], Item 88 [SUP-13903] and Item 89 [SDR-13904] to 01/17/2007; Item 93 [ZON-15031], Item 94 [SDR-15030] and Item 101 [SUP-15347] to 12/06/2006; and Item 102 [SDR-15747] to 12/20/2006; TABLE Item 90 [ZON-14344], Item 91 [VAR-15323] and Item 92 [SDR-14353]; and WITHDRAW THE APPEAL of Item 116 [SUP-16483]

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

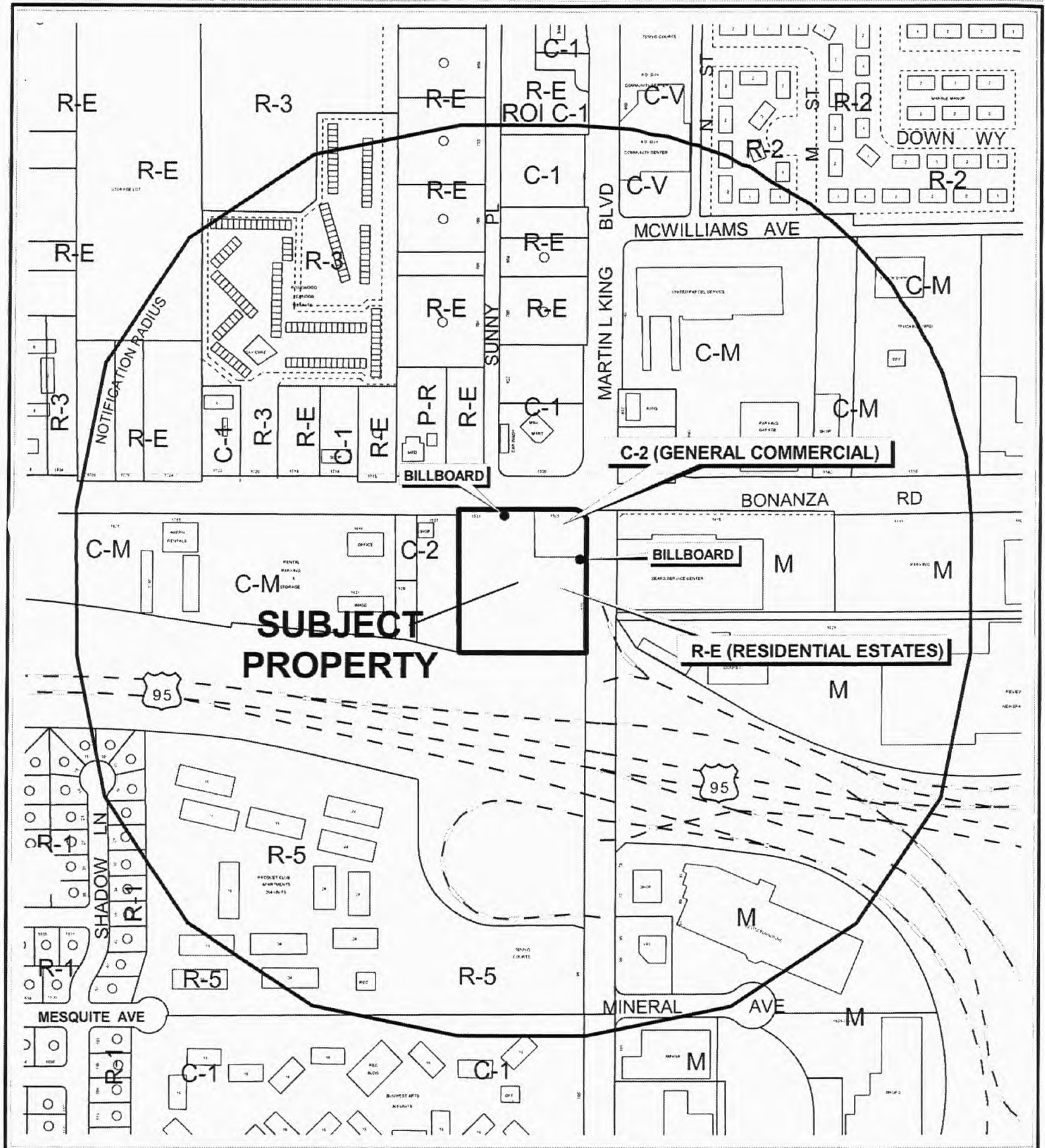
CITY COUNCIL MEETING OF: NOVEMBER 15, 2006

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

Minutes:

See Item 70 for related discussion and Item 85 for related backup.





CASE: SDR-13904

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) AND C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY:

C-2 (GENERAL COMMERCIAL)

0 300 600 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE - SDR-13904 - APPLICANT: DON AHERN -
OWNER: DFA, LLC**

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 1, 2006 CITY COUNCIL MEETING AT THE REQUEST OF STAFF.

**** CONDITIONS ****

The Planning Commission (5-1/sd vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-13896), Variance (VAR-13900), Special Use Permit (SUP-13902), and Special Use Permit (SUP-13903) 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, date stamped 09/19/06, and building elevations, date stamped 05/30/06, except as amended by conditions herein.
4. A Waiver from Title 19.12.040 is hereby approved, to allow a zero-foot landscape buffer on the south property line and a five-foot minimum buffer width along the other property lines where 15 feet is the minimum required.
5. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.
6. Reflective glazing at the pedestrian level is prohibited. Glazing above the pedestrian level shall be limited to a maximum reflectance rating of 22% (as defined by the National Institute of Standards and Technology).
7. All mechanical equipment, air conditioners and trash areas shall be fully screened in views from the abutting streets.

8. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
9. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off 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.
10. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
11. 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.
12. Written approval by the Clark County Department of Aviation with no change in flight patterns shall be submitted to the City of Las Vegas prior to the issuance of building permits.
13. 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.
14. There shall be no off-premise signage on the portion of the building adjacent to U.S. 95 (south elevation) without proper approval from the City of Las Vegas.
15. On-site off-premise advertising (billboard) signs shall be removed prior to the issuance of building permits.
16. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.
17. The approval shall be for a maximum of 18 stories and 248 feet in height. The revised elevations shall be submitted to the Planning and Development staff within 10 days of Planning Commission action.

Public Works

18. All new or modifications to existing driveways shall be designed, located and constructed in accordance with Standard Drawing #222A. All driveways accessing Bonanza Road shall also receive approval from the Nevada Department of Transportation.
19. Coordinate all improvements along Martin L. King Boulevard with the City Engineer to determine appropriate improvements required in conjunction with the Martin Luther King Boulevard widening project. Alternatively, if allowed by the City Engineer, this site may participate in the Martin Luther King Boulevard public improvement project.
20. 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.
21. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.
22. Site development to comply with all applicable conditions of approval for ZON-13896 and all other applicable site-related actions.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Site Development Plan Review for a commercial development consisting of a 3,000 square foot, a 1,500 square foot, and a 4,500 square foot retail pad; a 18 story building consisting of 3,700 square feet of restaurant space, 10,000 square feet of retail space, 150,000 square feet of office space, and a 4,500 square foot child care facility; and a Waiver of the perimeter landscaping requirements on 2.61 acres on the southwest corner of Bonanza Road and Martin L. King Boulevard.

EXECUTIVE SUMMARY

The subject proposal for a 18-story, 246-foot office and retail pad development is appropriate for the area in which it is located. While several of the development standards from Title 19 are not met, there are sufficient justifications for reducing setbacks and landscaping given the physical constraints of the site. Specifically, this includes dedication of 10 feet along both Bonanza Road and Martin L. King Boulevard. Staff supports the proposed office building and the associated retail pads.

BACKGROUND INFORMATION

A) *Related Actions*

- 10/05/06 The Planning Commission recommended approval of companion items ZON-13896, VAR-13900 and SUP-13903 and denial of SUP-13902 concurrently with this application
- 10/05/06 The Planning Commission voted 5-1/sd to recommend DENIAL (PC Agenda Item #14/ng).

B) *Pre-Application Meeting*

- 05/15/06 A pre-application meeting with the applicant was held and the following items were discussed:
- Staff informed the applicant of the submittal requirements for the required applications.

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Net Acres: 2.61

B) Existing Land Use

Subject Property: Parking
North: Mini-Mart
South: U.S. 95
East: Sears Service Center
West: Rental Shop; Warehouse

C) Planned Land Use

Subject Property: Commercial (Downtown Redevelopment Plan)
North: SC (Service Commercial); M (Medium Density Residential)
South: U.S. 95 ROW
East: LI/R (Light Industry/Research)
West: LI/R (Light Industry/Research)

D) Existing Zoning

Subject Property: R-E (Residence Estates); C-2 (General Commercial)
North: C-1 (Limited Commercial); R-E (Residence Estates)
South: U.S. 95 ROW
East: M (Industrial)
West: C-2 (General Commercial)

E) General Plan Compliance

The subject property has a land use designation of Commercial based on the Downtown Redevelopment Plan. If the proposed rezoning to C-2 (General Commercial) is approved, the zoning and the land use designation will be compatible as they both allow for intense commercial (office, retail, etc.) development.

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

Downtown Redevelopment Plan Area

No additional development standards are placed on the project as a result of its inclusion in the Redevelopment Plan. Rather, this designation simply targets the property for increased development efforts and improves access to assistance in redevelopment.

West Las Vegas

The subject property is located on the edge of the West Las Vegas plan area. This plan focuses mostly on the revitalization of residential areas in the heart of Las Vegas, but its objectives also emphasize the importance of re-investing in deteriorating commercial centers and creating an interesting urban environment. Increasing density and the mixing of uses is also a focus of the plan.

Airport Overlay District

The subject property is located within the North Las Vegas Airport Overlay District which restricts the height of buildings to 140 feet. The proposed development, at 246 feet, exceeds this height. However, a Special Use Permit (SUP-13903) has been submitted to allow relief from this requirement.

Pioneer Trail

The Pioneer Trail is an existing trail that runs along West Bonanza Road at the northern edge of the property. No additional requirements will be placed on the applicant as a result of this trail.

PROJECT DESCRIPTION

The site plan depicts the three proposed retail pads (3,000 square feet, 1,500 square feet, and 4,500 square feet respectively) and the proposed 18-story office building containing retail, office, restaurant, and child care space. The site has access from Martin L. King Boulevard and Bonanza Road, and parking is on the interior of the site and inside the main office building. The retail pads are oriented along the street frontages and the office building is situated 11 inches from the property line adjacent to the U.S. 95 right-of-way. The site plan shows that the proposed restaurant will have limited outdoor seating for patrons.

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	100 Feet	244 Feet, 1 Inch	Y
Min. Setbacks			
• Front	20 Feet	10 Feet	N
• Side	10 Feet	10 Feet	Y
• Corner	15 Feet	10 Feet	N
• Rear	20 Feet	11 Inches	N
Max. Lot Coverage	50%	39.2%	Y
Max. Building Height	140 Feet	246 Feet / 18 Stories	N
Trash Enclosure	Gated, Roofed, Constructed of a similar material to the main dwelling	Trellis Covered	Y

The subject proposal does not meet all applicable development standards. A Variance has been submitted for relief from the front, corner side, and rear yard setbacks, and a Special Use Permit has been submitted to allow for a 246-foot building in the North Las Vegas Airport Overlay District. Staff supports the setback variance as the front and corner side distance is the result of the 10-foot dedication to the respective right-of-ways to which they are adjacent. The rear setback is along U.S. 95 and will not negatively affect surrounding properties. These standards are discussed in more detail in the related Variance and Special Use Permit reports.

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	150,000 SF	1 Space / 300 SF GFA	500			
Retail	19,000 SF	1 Space / 175 SF	109			
Restaurant	1,000 SF	1 Space / 50 SF Public Seating	20			
	2,700 SF	1 Space / 200 SF Remaining	14			

Child Care Center	N/A	1 Space / Staff Person 1 Space / 10 Children	15			
TOTAL			658 (including handicap accessible)	14	662 (including handicap accessible)	15

The subject proposal will contain adequate parking to provide for the facilities and uses proposed. Of the total number of spaces, 83 (11%) are compact spaces, 15 are handicap accessible, and two are van accessible spaces. Eighty-one of the spaces are contained at ground level and exterior to the buildings. The remainder of the spaces is contained in a parking structure within the office building.

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 Space	12 Trees	0 Trees
Buffer:			
• Min. Trees	1 Tree / 30 Linear Feet	41 Trees	51 Trees
• Min. Zone Width	15 Feet		0 Feet

The subject proposal does not meet current Title 19 standards for landscaping in several areas. First, there is no parking area landscaping provided where 12 trees are required. Second, the buffer widths along each property line are not wide enough. Staff can support this Waiver request as the setbacks were reduced due to right-of-way dedication. Additionally, Staff does not find it necessary to provide landscaping along the U.S. 95 right-of-way.

B) General Analysis and Discussion

- Zoning

With approval of the rezoning request to C-2 (General Commercial), the subject proposal complies with the intent of the zone in which it is located. Specifically, the C-2 zone allows for retail, office, and other general business uses of an intense character. These zones are appropriate along commercial corridors such as the one in which this site is located. While it does not meet all of the development standards applicable to projects in the C-2 zone, there are hardships that were not created by the applicant that have caused the need for the variances requested.

- Site Plan

The site plan depicts the three retail pads described above along with the 246-foot tall office building located on the southern portion of the site.

- Waivers

The applicant is requesting a waiver of the perimeter landscaping requirement to allow a reduction in parking lot landscaping and of the buffer width.

- Landscape Plan

The landscape plan depicts a more than adequate number of trees along the perimeter and significant foundation landscaping. However, the buffer widths along all property lines are too narrow and require a waiver as requested. Staff supports the waiver as the reduction in buffer width is a result of right-of-way dedications and an attempt to bring the proposed retail pads out to the street to create a more urban environment.

- Elevation

The elevations depict an 18-story high-rise office tower. The parking deck will be located on the first nine floors. It should be noted that the south elevation (along U.S. 95) depicts signage on the parking garage. A condition has been added requiring that this signage be for on-premise advertising only. Off-premise advertising signs will require separate approval. Materials used include metal shading, stone veneer, and aluminum storefront. No stepbacks are provided. Per Title 19.08.030C, buildings that are adjacent to freeways are not required to step back the height above 35 feet as is required elsewhere.

- Floor Plan

The first floor contains the restaurant and retail space, along with ramps leading to the parking garage. Said garage encompasses the second through the seventh floors, with the eighth including parking and a child care facility. The ninth through the seventeenth floors contain open office plans containing approximately 13,197 square feet each. The eighteenth and nineteenth floor plans are also open office design containing approximately 13,195 square feet. The twentieth floor is of similar design but contains approximately 11,210 square feet. The elevators and bathroom facilities are located along the northern portion of the building.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **"The proposed development is compatible with adjacent development and development in the area;"**

The proposed development is compatible with adjacent development as much of the area is targeted for commercial development based on the Redevelopment Plan.

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 proposal does not meet several specific standards per the plans mentioned above. However, circumstances specific to the site render some of these standards insignificant with regard to development.

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

The site is served by West Bonanza Road (a 100-foot primary arterial) and North Martin L. King Boulevard (a 100-foot primary arterial). These roadways are capable of accommodating the proposed facility and use.

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

While landscaping is not provided in the amount required by Title 19, the proposal is appropriate for the area in which it will be located.

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

The proposal is harmonious with the type of development intended for the subject area. Its location adjacent to a freeway negates the lack of stepbacks provided above 35 feet in height. Additionally, the applicant has made every effort to bring buildings out to the street to create an interesting streetscape.

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

This project will not endanger the public health, safety, or general welfare.

PLANNING COMMISSION ACTION

Condition #1 must be modified to delete reference to SUP-13902 if denied.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 104 by Planning Department

APPROVALS 1

PROTESTS 1



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-13904** APN: **139-28-401-033**

Name of Property Owner: DFA, LLC

Name of Applicant: DON AHERN

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

Yes

~~X~~ No

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

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner/Authorized Agent: West Weber

Print Name: Don F. Allen

Subscribed and sworn before me

This 25th day of May, 2006.

Karen Bennet

Notary Public in and for said County and State

Martin Luther King

SHAPE	COMMON NAME	SCIENTIFIC NAME	SIZE
	STAR-LEAFED YACHT CLUB	<i>Stemodia maritima</i>	10 cm
	WINDMILL PLANT	<i>Grass carp</i>	10 cm
	WINDMILL PLANT	<i>Grass carp</i>	10 cm
	WINDMILL PLANT	<i>Grass carp</i>	10 cm
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	WINDMILL PLANT	<i>Grass carp</i>	10 cm
	WINDMILL PLANT	<i>Grass carp</i>	10 cm

LANDSCAPE, BUILDING, MAJOR RESULTS

	PERIOD	REVENUE
1980	1.5	1.5
1981	1.5	1.5
1982	1.5	1.5
1983	1.5	1.5

Ahern Corporate Center
Site Development Review
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

APTUS Architecture

1700 University Ave. S.W.
Seattle, WA 98148
Tel: 206/462-1000
Fax: 206/462-1001

APRUS PROJECT NO 06.011

IN 2016

1488

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PLANTING PLAN

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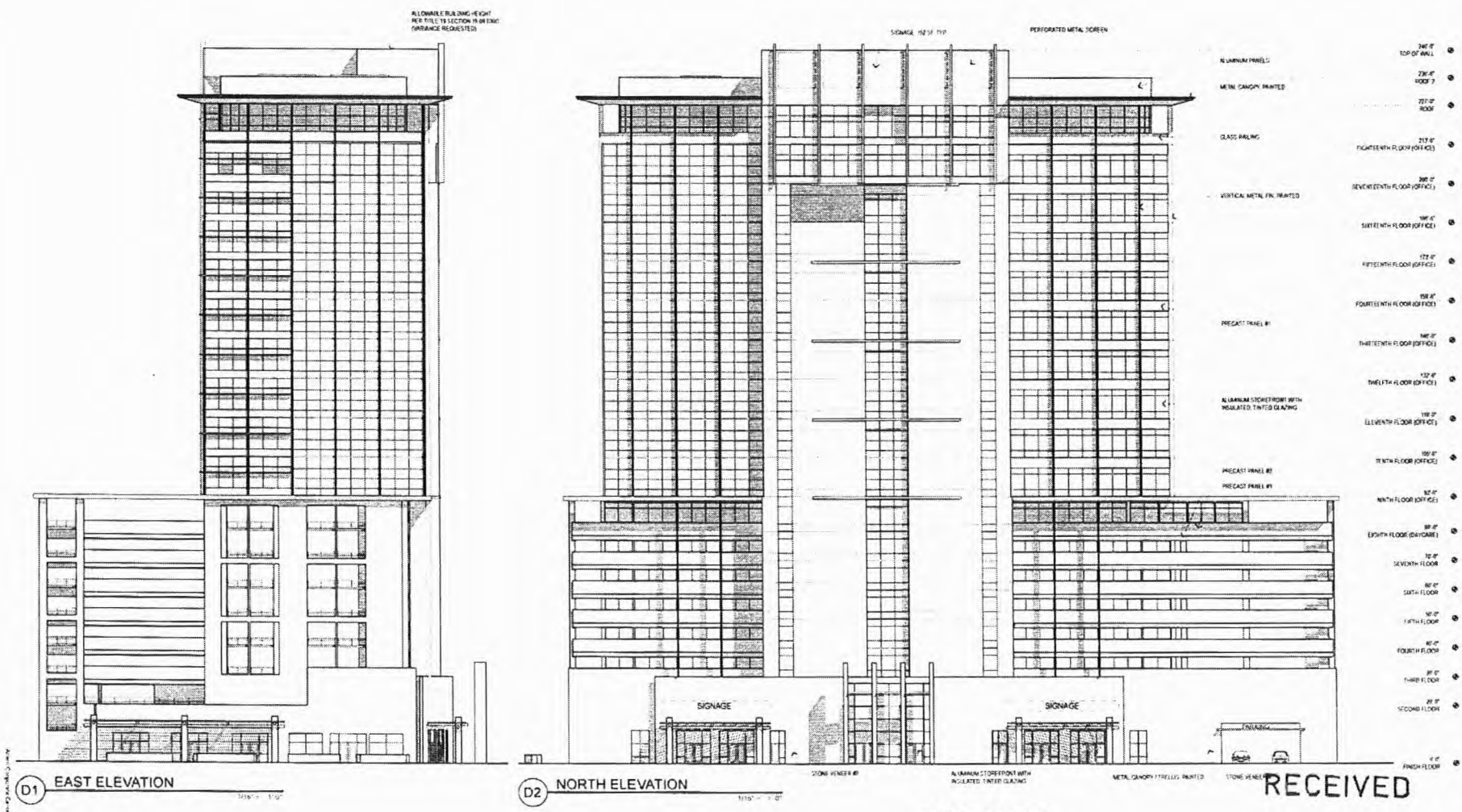
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ZON-13896 VAR-13900
SUP-13902 SUP-13903
SDR-13904

REVISÉ 10/05/06 PC

Ahern Corporate Center
 Site Development Plan
 SW Corner of Bonanza and Martin L. King
 Las Vegas, Nevada 89106

APTUS Architecture
 1380 South Ash Street
 Suite 208
 Las Vegas, Nevada 89104
 P: 702.496.1006
 F: 702.496.1212
 info@aptusarchitecture.com
 APTUS PROJECT NO. 06.011



D1 EAST ELEVATION

D2 NORTH ELEVATION

SDR-13904
11-01-06 CC
REVISED 10-13-06

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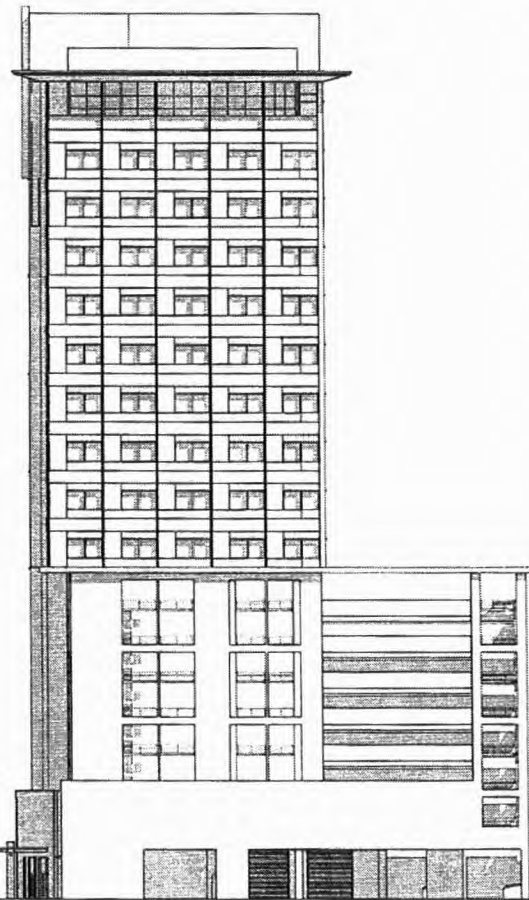
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ISSUED
BUILDING ELEVATIONS

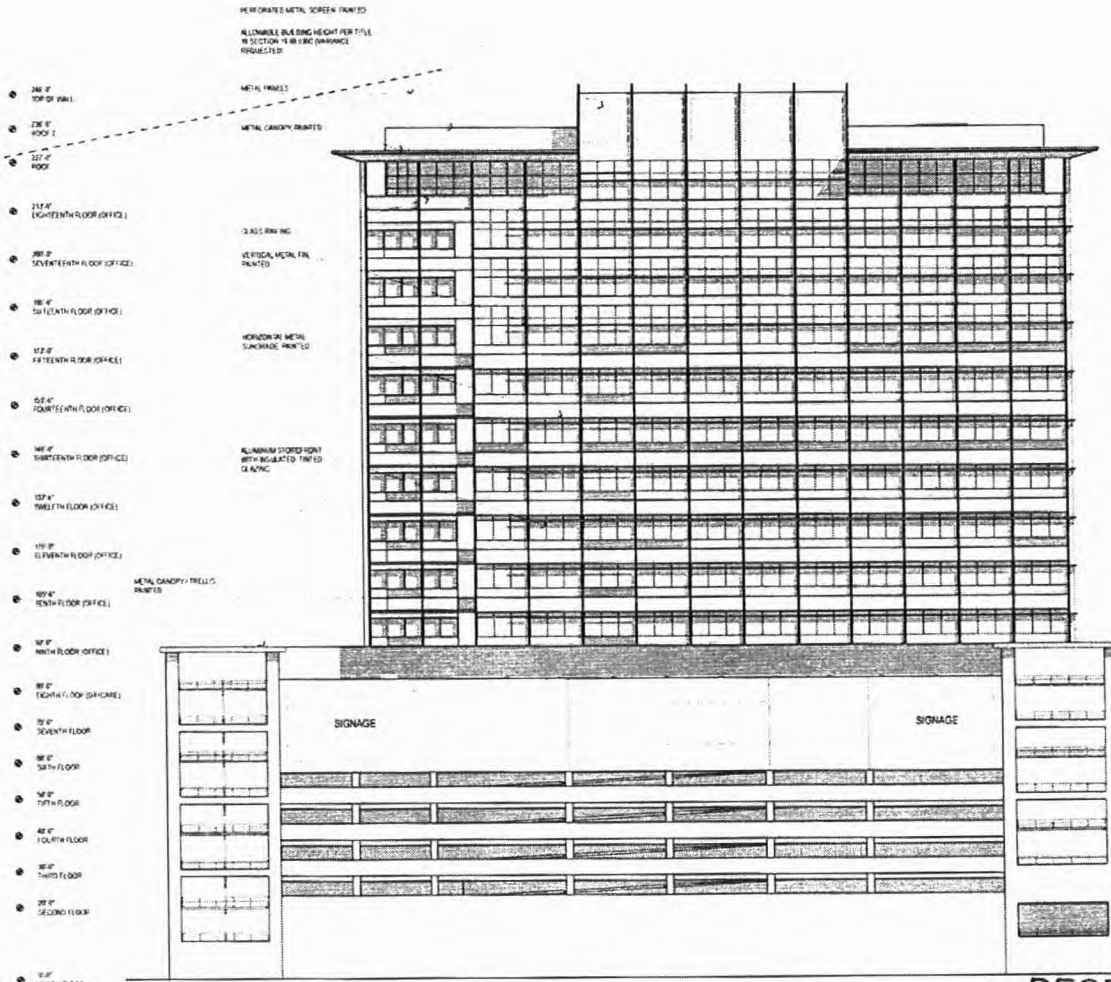
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 Ahern Corporate Center

Aptus Corp. Inc. & Co.

D1 WEST ELEVATION



D2 SOUTH ELEVATION



SDR-13904
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OCT 13 2006

Ahern Corporate Center
 Site Development Plan
 SW Corner of Bonanza and Martin L. King
 Las Vegas, Nevada 89106

APTUS Architecture

1200 South Main Street
 Suite 200
 Las Vegas, Nevada 89101
 P 702.838.1200
 F 702.838.1212
 info@aptusarchitecture.com

APTUS PROJECT NO. 06.011
 ARCHITECT

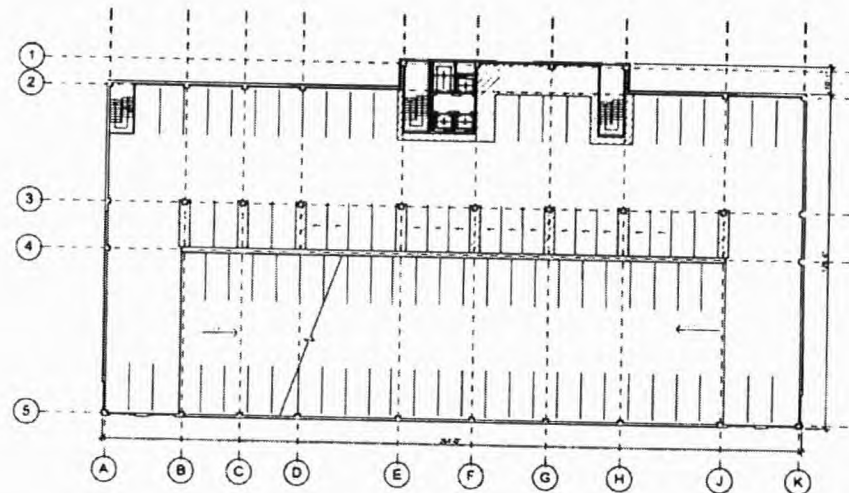
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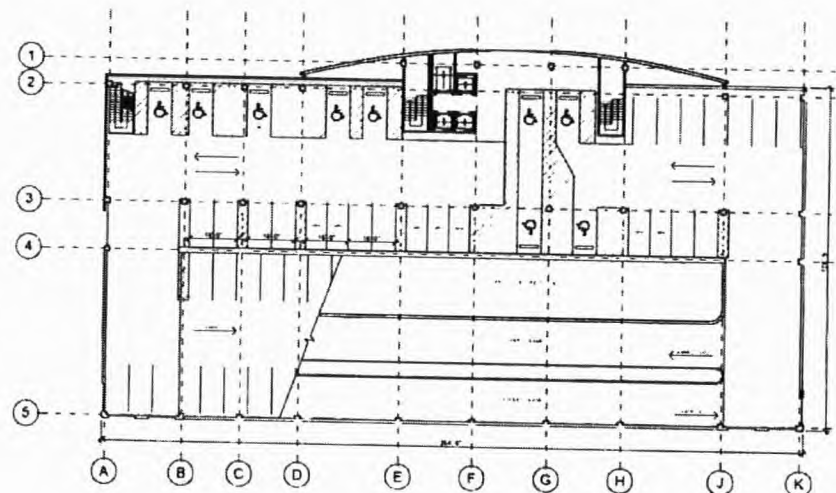
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3	City of Las Vegas	10-1-06
2	SDR (SDR Submittal) (Rev.)	
1	City of Las Vegas	09-14-06
1	SDR (SDR Submittal) (Rev.)	
1	City of Las Vegas	05-15-06
1	SDR (SDR Submittal)	
1	DESCRIPTION	DATE

ISSUED
 BUILDING
 ELEVATIONS



3rd - 7th Level Plan



Second Level Plan

Ahern Corporate Center
 SW Corner of Bonanza and Martin L King
 Las Vegas, NV 89106

APTUS Architecture

APTUS PROJECT NO. 06 011
 ARCHITECT

ENGINEER

MECHANICAL

CONTRACTOR: 2006 BPP APTUS ARCHITECTURE

ISSUED

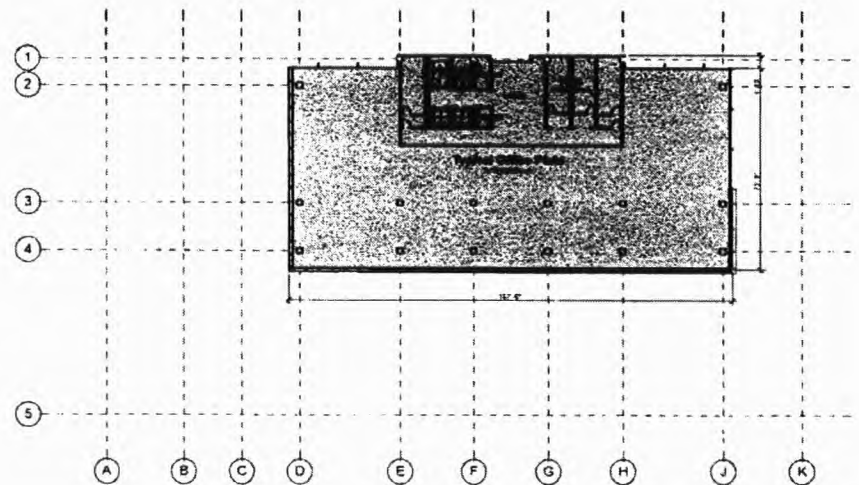
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 SEVENTH
 FLOOR PLANS

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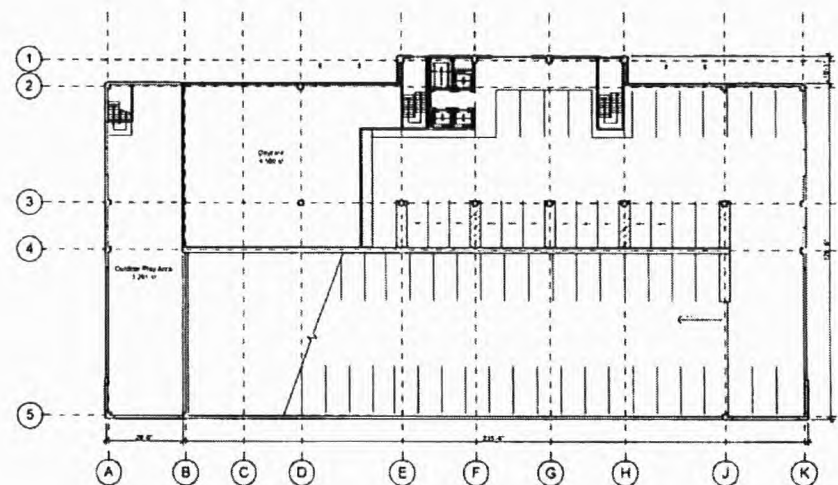
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ZON-13896 VAR-13900
 SUP-13902 SUP-13903
 SDR-13904 10/05/06 PC

RECEIVED



9th - 17th Office Plan



Eighth Floor

Ahern Corporate Center
 SW Corner of Bonanza and Martin L King
 Las Vegas, NV 89106

APTUS Architecture

1000 South Main Street
 Suite 200
 Las Vegas, Nevada 89104
 P 702.831.1200
 F 702.831.1211
 www.aptusarchitecture.com

APTUS PROJECT NO. 06-011
 ARCHITECT

ENGINEER

NOTES

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City of Las Vegas 06-15-06
 SUP JON Submittal
 NO. 06-15-06-11-12-14 DATE

ISSUED

EIGHTH THRU
 17TH FLOOR

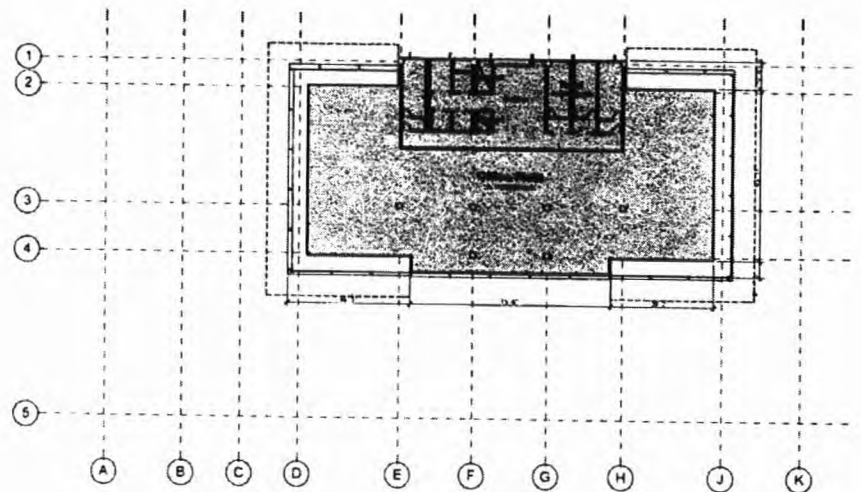
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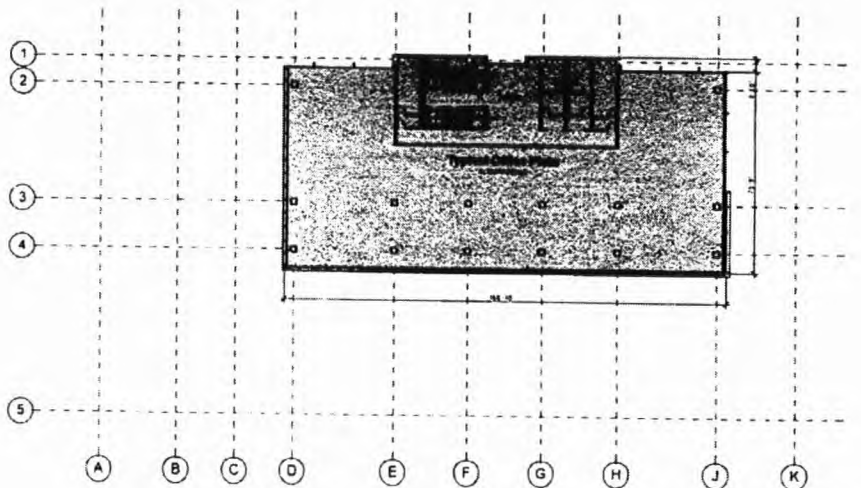
Ahern Corporate Center

RECEIVED
 MAY 30 2006

ZON-13896 VAR-13900
SUP-13902 SUP-13903
SDR-13904 10/05/06 PC -- **RECEIVED**



20th Office Plan



18th & 19th Office Plan

Ahern Corporate Center
 SW Corner of Bonanza and Martin L King
 Las Vegas, NV 89106

APTUS Architecture

1000 South Main Street
 Suite 200
 Las Vegas, Nevada 89106
 P 702.878.1200
 F 702.878.1201
 aptus@aptusarchitecture.com

PROJECT NO. 06.011

ARCHITECT

COMPILED BY APTUS ARCHITECTURE

DATE OF REVISION 06.011

ISSUED

18TH THRU
 20TH FLOOR

06.011

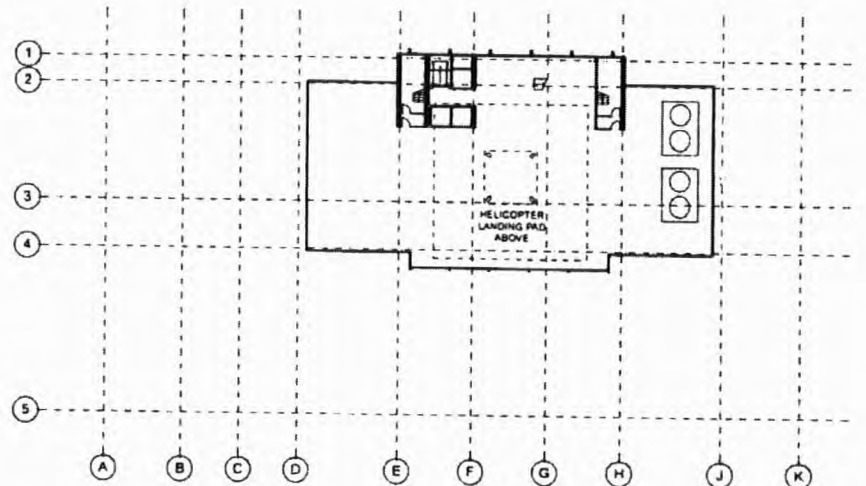
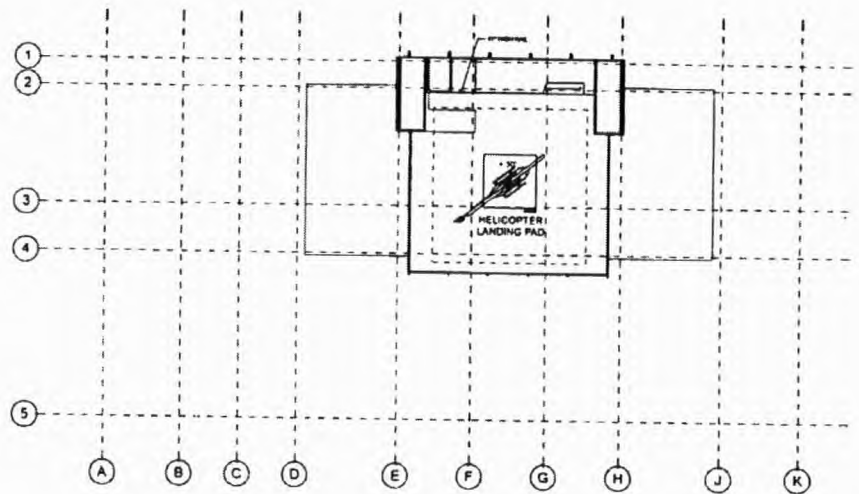
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 Ahern Corporate Center

RECEIVED
 MAY 30 2006

ZON-13896 VAR-13900
SUP-13902 SUP-13903
SDR-13904 10/05/06 PC

RECEIVED

RECEIVED
MAY 30 2006



Ahern Corporate Center
SW Corner of Bonanza and Martin L King
Las Vegas, NV 89106

APTUS Architecture
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APTUS PROJECT NO. 06 011
ARCHITECT

DESIGNER

NOTES

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City of Las Vegas 05.11.06

ISSUED

DATE

TRUE

ROOF PLAN

DATE

06 011

A110

Ahern Corporate Center

ZON-13896 VAR-13900
SUP-13902 SUP-13903
SDR-13904 10/05/06 PC

RECEIVED

SDR 13904				
Don Ahern				
SWC Bonanza & Martin L. King				
Proposed 177.2 thousand square foot office complex.				
Traffic produced by proposed development:				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	DAY CARE CENTER [1000 SF]	4.5	79.26	357
AM Peak Hour			12.79	58
PM Peak Hour			13.18	59
(heaviest 60 minutes)				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SHOPPING CENTER [1000 SF]	19	42.94	816
AM Peak Hour			1.03	20
PM Peak Hour			3.75	71
(heaviest 60 minutes)				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	150	11.01	1,652
AM Peak Hour			1.55	233
PM Peak Hour			1.49	224
(heaviest 60 minutes)				
	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	HIGH-TURNOVER (SIT-DWN) RESTRNT [1000 SF]	3.7	127.15	470
AM Peak Hour			11.52	43
PM Peak Hour			10.92	40
(heaviest 60 minutes)				
Net Change	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	177.2		3,294
AM Peak Hour				352
PM Peak Hour				394
(heaviest 60 minutes)				

Existing traffic on all nearby streets:				
Bonanza Road				
Average Daily Traffic (ADT)	32,530			
PM Peak Hour (heaviest 60 minutes)	2602			
Martin L. King Boulevard				
Average Daily Traffic (ADT)	41,798			
PM Peak Hour (heaviest 60 minutes)	3344			
Traffic Capacity of adjacent streets:				
	Adjacent street ADT			
	Capacity			
Bonanza Road	34300			
Martin L. King	34300			
This project will add approximately 3,294 trips per day on Bonanza and Martin L. King.				
This will increase expected volumes by about 10 percent on Bonanza and about 8				
percent on Martin L. King. Bonanza is at about 95 percent of capacity and Martin L. King is over capacity.				
Based on Peak Hour use, this development will add roughly 394 additional cars into the area; which works out to about thirteen every two minutes.				
Note that this report assumes all traffic from this development uses all named streets.				



ZON-13896, VAR-13900, SUP-13902, SUP-13903, & SDR-13904 - APPLICANT: DON AHERN - OWNER:
DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L. KING BOULEVARD
OCTOBER 5, 2006 PLANNING COMMISSION

09/28/06



ZON-13896, VAR-13900, SUP-13902, SUP-13903, & SDR-13904 - APPLICANT: DON AHERN - OWNER:
DFA, LLC
SOUTHWEST CORNER OF BONANZA ROAD AND MARTIN L. KING BOULEVARD
OCTOBER 5, 2006 PLANNING COMMISSION

09/28/06

May 25, 2006

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

APN: 139-28-401-033

Re:
Site Development Review

To Whom It May Concern:

We respectfully submit this request for a Site Development Review for a twenty-story office development located on the southwest corner of Bonanza and Martin Luther King Dr. We are also requesting this parcel be rezoned to C-2. The current general plan for the parcel is GC.

The Ahern Corporate Center will combine much needed office and retail space in a twenty-story tower in a redeveloping area of the city. This project consists of 19,000 sf of retail, 150,000 sf of leasable office space, a daycare for the employees working in the building and 3,700 sf of restaurant which includes 1,000 sf of eating area. This project also contains a helipad on the roof. There are 658 parking spaces required and 662 parking spaces provided. The majority of the parking is provided in an eight story parking structure under the office tower. The exterior materials include metal panels, precast panels, aluminum storefront and stone panels at the base. The mechanical equipment and the helipad are screened from view by metal panels. The tallest part of the tower is 274'.

We are requesting a waiver of the required landscaped finger islands for the on grade parking as well as the landscape buffer on the north, south and east sides of the property. The south side abuts NDOT property and the freeway. We are also requesting a variance for the front, side street and rear setbacks. This will push the buildings closer to the street in an attempt to create a more urban environment along Bonanza and Martin Luther King.

In our opinion, these waiver requests will not negatively impact the design of the proposed project. We have made every attempt to try and follow City of Las Vegas Title 19 as closely as possible in the design and layout of this site. We hope that you will join us in our attempt to bring a much-needed high caliber project into this area.

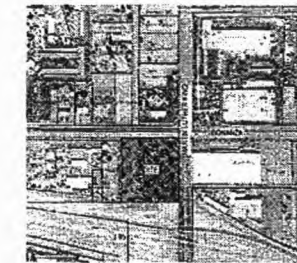
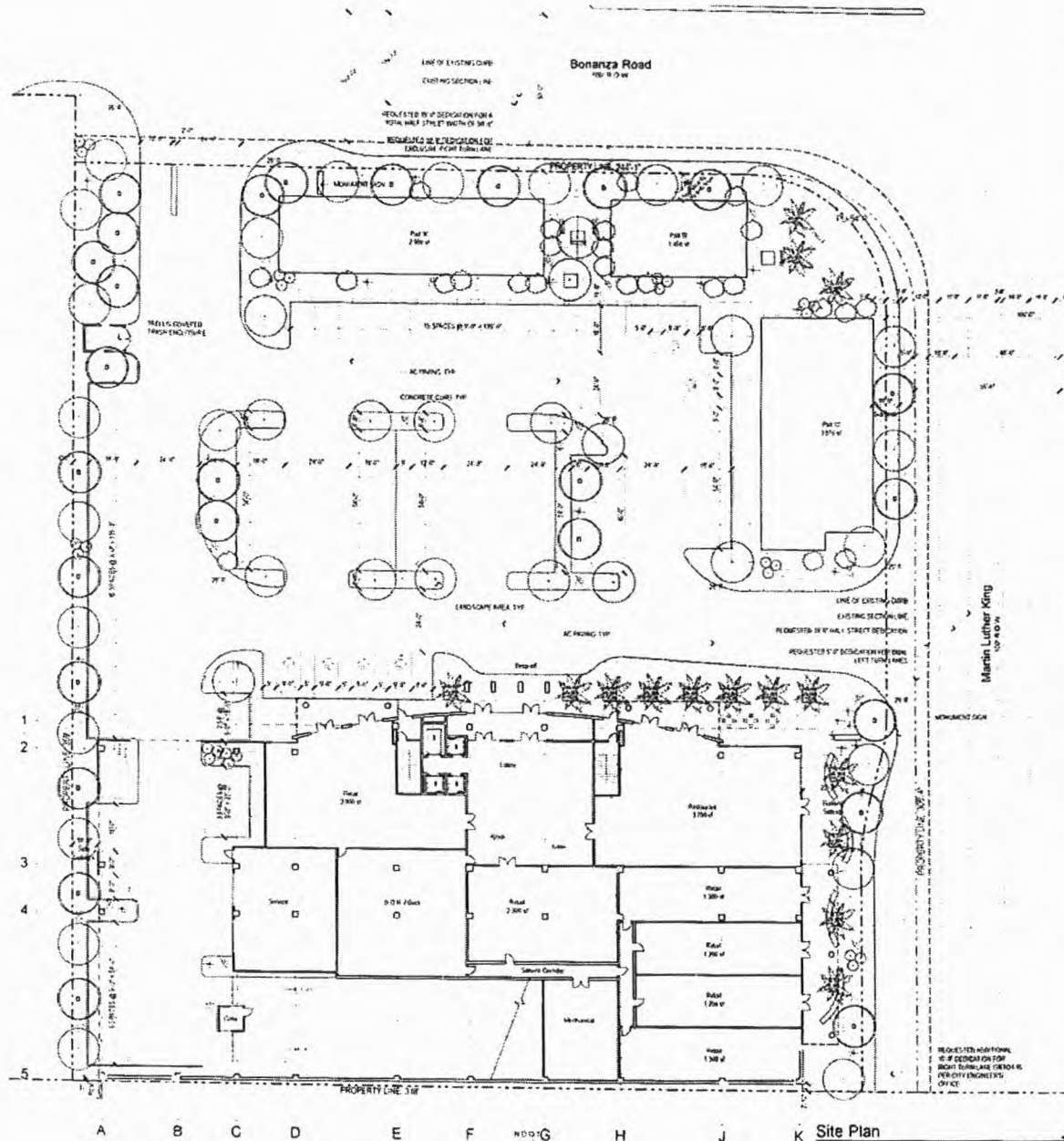
Respectfully Submitted,

Kristen G. Neuman
Kristen G. Neuman for RBS

R. Brandon Sprague, AIA

**ZON-13896
SUP-13902
SDR-13904**

**VAR-13900
SUP-13903
10/05/06 PC**



Location Map

Vicinity Map

Site Zoning & Data

SITE DATA

PARCEL NUMBER	101 26 44 400
ADJACENT	CITY OF LAS VEGAS - 8916
EXISTING ZONING	CC
EXISTING ZONING	RE
PROPOSED ZONING	CC
SITE AREA	21.18 ACRES
21.18 ACRES	21.18 ACRES

BUILDING AREA

Garage	2,000 sq ft
Office	1,000 sq ft
Storage	1,000 sq ft
Mechanical	1,000 sq ft
Other	1,000 sq ft
Total	6,000 sq ft

PARKING CALCULATIONS

Garage	1,000 sq ft
Office	1,000 sq ft
Storage	1,000 sq ft
Mechanical	1,000 sq ft
Other	1,000 sq ft
Total	6,000 sq ft

Garage	1,000 sq ft
Office	1,000 sq ft
Storage	1,000 sq ft
Mechanical	1,000 sq ft
Other	1,000 sq ft
Total	6,000 sq ft

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Total	6,000 sq ft

Garage	1,000 sq ft
Office	1,000 sq ft
Storage	1,000 sq ft
Mechanical	1,000 sq ft
Other	1,000 sq ft
Total	6,000 sq ft

Zoning Map

RECEIVED

NOV 14 2006

ZON-13896 VAR-13900 SUP-13902
SUP-13903 SDR-13904 11-15-06 CC

Ahern Corporate Center
Site Development Review
SW Corner of Bonanza and Martin L. King
Las Vegas, Nevada 89106

APTUS Architecture

1200 South Main Street
Suite 200
Las Vegas, Nevada 89101
P: 702.491.1200
F: 702.491.1211
info@aptusarchitecture.com

ARCHITECT

06.011

ENGINEER

ARCHITECT

CERTIFICATE 2006.011 BY APTUS ARCHITECTURE

11-15-06

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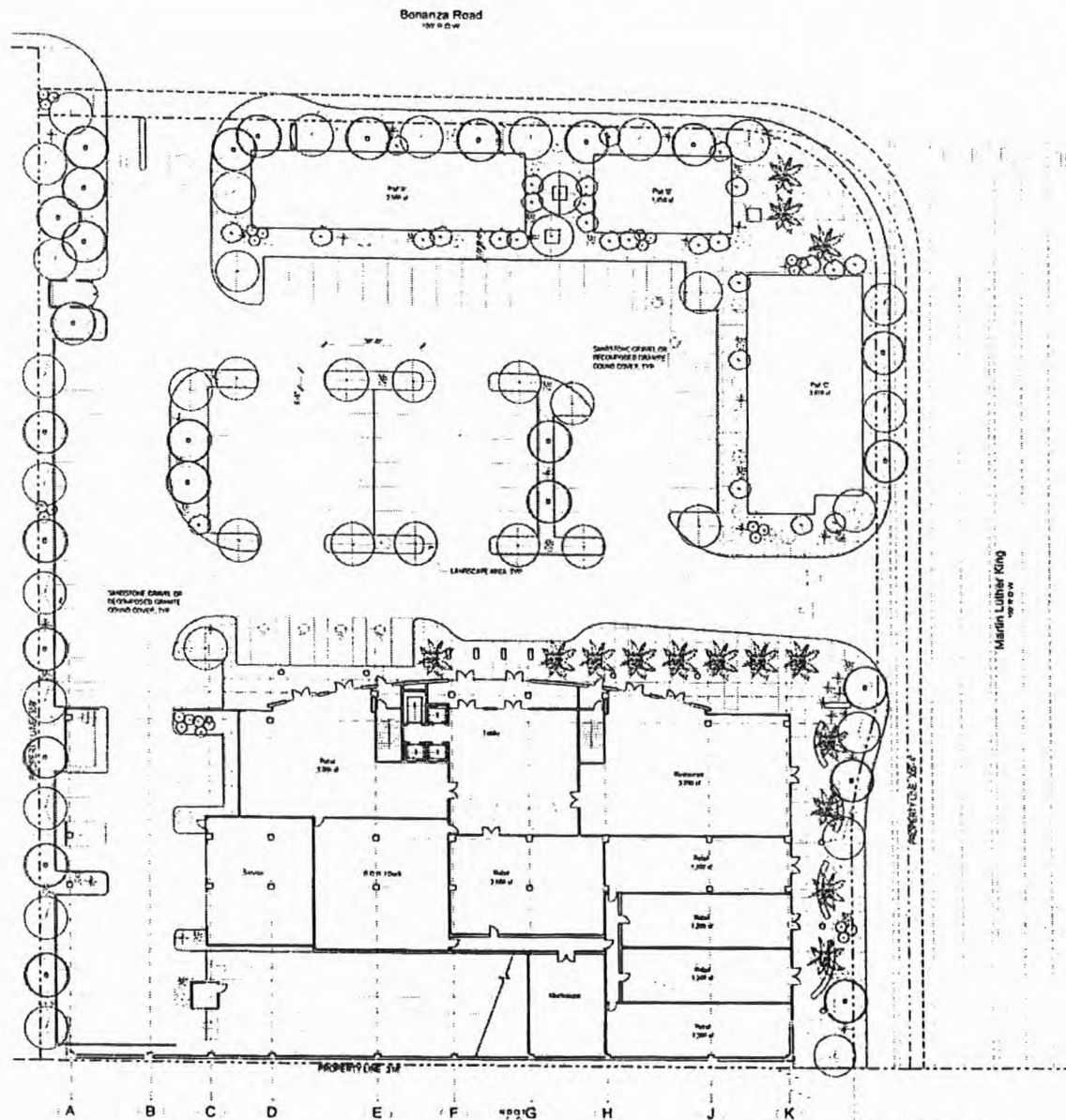
11-15-06

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11-15-06

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11-15-06



Landscape Schedule				
SYMBOL	PLANT NAME	PLANT SIZE	QTY	QTY
1	CELANOPE PANDOLFI	10' x 10'	20	20
2	MONTE PINE	10' x 10'	20	20
3	HERITAGE LIME OIL	10' x 10'	20	20
4	CHILEAN MESQUITE	10' x 10'	20	20
5	RED WOOD BUSH	10' x 10'	20	20
6	DESERT CACTUS	10' x 10'	20	20
7	MOUNTAIN MIMOSA	10' x 10'	20	20
8	CRETE PALM	10' x 10'	20	20
9	THORNY LANTANA	10' x 10'	20	20
10	RED BARK OF THE OAK	10' x 10'	20	20

LANDSCAPE NOTES BY PLANT & PRODUCT			
PLANT	PRODUCT	PROVIDED	NOTES
CELANOPE PANDOLFI	10' x 10'	20	20
MONTE PINE	10' x 10'	20	20
HERITAGE LIME OIL	10' x 10'	20	20
CHILEAN MESQUITE	10' x 10'	20	20
RED WOOD BUSH	10' x 10'	20	20
DESERT CACTUS	10' x 10'	20	20
MOUNTAIN MIMOSA	10' x 10'	20	20
CRETE PALM	10' x 10'	20	20
THORNY LANTANA	10' x 10'	20	20
RED BARK OF THE OAK	10' x 10'	20	20

Ahern Corporate Center
 Site Development Review
 SW Corner of Bonanza and Martin L. King
 Las Vegas, Nevada 89106

APTUS Architecture
 1200 South Ash Street
 Suite 100
 Las Vegas, Nevada 89106
 P 702.438.1200
 F 702.438.1212
 info@aptusarch.com

APTUS PROJECT NO. 06.011
 ARCHITECT

DATE: 11/15/06

DATE: 11/15/06

DATE: 11/15/06

City of Las Vegas
 11/15/06
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 City of Las Vegas
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ISSUED
 PLANTING PLAN

RECEIVED
 NOV 15 2006
 L100
 REVISED
 11-15-06

ZON-13896
 VAR-13900
 SUP-13903
 SUP-13902
 SDR-13904
 11-15-06 CC

**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**

Charles Gronbach
642 Shetland Road
Las Vegas, NV 89107
702-877-6947

July 21, 2006

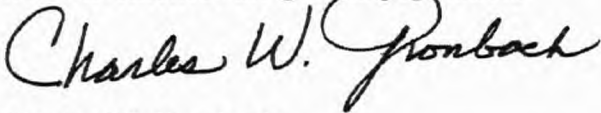
City of Las Vegas Planning Commission
City Clerk, City Hall, First Floor
400 Stewart Avenue
Las Vegas, NV 89101

RE: "Ahern Plans Spaghetti Bowl Tower", Review Journal Business Article, 7/18/06

When considering zoning and variance for this project, the Planning Commission should carefully examine the impact on the general public.

1. If the Commission grants the frontal setback changes from 20 feet to 10 feet, we'll have another "Molasky fiasco" on our hands. Molasky, a private corporation, has closed off two lanes of Grand Central Parkway/Ogden, a public street, for months now due to reduced frontal setback. This is not fair to the public—a mega-gain for Molasky, a mega-inconvenience for the public. We shouldn't have to repeat this inconvenience again.
2. Allowing Ahern to fund his own traffic-impact study is a joke! You can guess with certainty the study's final results. An unbiased, third party consultant paid by the city would better serve the general public. Maybe we'll get a more realistic look at projected traffic increases on our already overcrowded roadways.
3. Ahern's offer to Metro Police to use the Helipad (if Ahern's Helipad is approved) smells a little "fishy". Anything to get a variance approved.

Thank you for allowing me to present my concerns about growth and traffic congestion and how it inconveniences the general population.



Charles W. Gronbach

Cc: Planning & Development Department
731 South 4th Street
Las Vegas, NV 89101

ITEM # 33
CASE # SDR-13964
PC MTG 8-10-06

P

September 20, 2006

City of Las Vegas
Planning & Development
739 So. 4th Street
Las Vegas, Nevada 89101

Subject: Ahern Corporate Center
ZON-13896, VAR-13900, SUP-13902, SDR-13904, & SUP-13903

To Whom It May Concern:

I am a homeowner in The Rancho Manor Tract, which is not too far from the proposed project. I have attended two presentations that Ahern has put on to show interested parties exactly what they're plans are.

I am personally very much in favor of it, as our many of the Rancho Manor Homeowners Assoc. members. Some would like to have it a little lower but are still in favor of Ahern getting approved.

It will CERTAINLY improve the proposed area, namely Martin Luther King and Bonanza, and hopefully encourage others to consider "like" projects in this area.

Ahern has been in business in the same location for many, many years, very successful, a great employer and a wonderful neighbor. Please give them every consider to proceed with their proposed project.

Thank you for your time. I remain yours truly, Patricia Welsh, 1920 Collins Ave., Las Vegas (385-3097)

Patricia A. Welsh

R

13-17

R

Telephone Protest/ Approval Log

Meeting Date: 10/5/06

Case Number: Zorn 13896, Zorn 13900,

SOP 13902, SOP 13903, SOP 13904

Date: 10/5/06
Name: Jean Zorn (on behalf of Rancho Mono Neighborhood Association)
Address: 2000 Sunland Ave
Las Vegas, NV 89106
Phone: 382-7686
☐ PROTEST ☒ APPROVE

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

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

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

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

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

ITEM # 10-14

CASE # See ABOVE

PC MTG 10-14

A

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 15, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:
REZONING

ZON-14344 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER:
 WALKFED, LLC. - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3
 (MEDIUM DENSITY RESIDENTIAL) on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-
 002), Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL

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 DENIAL.

BACKUP DOCUMENTATION:

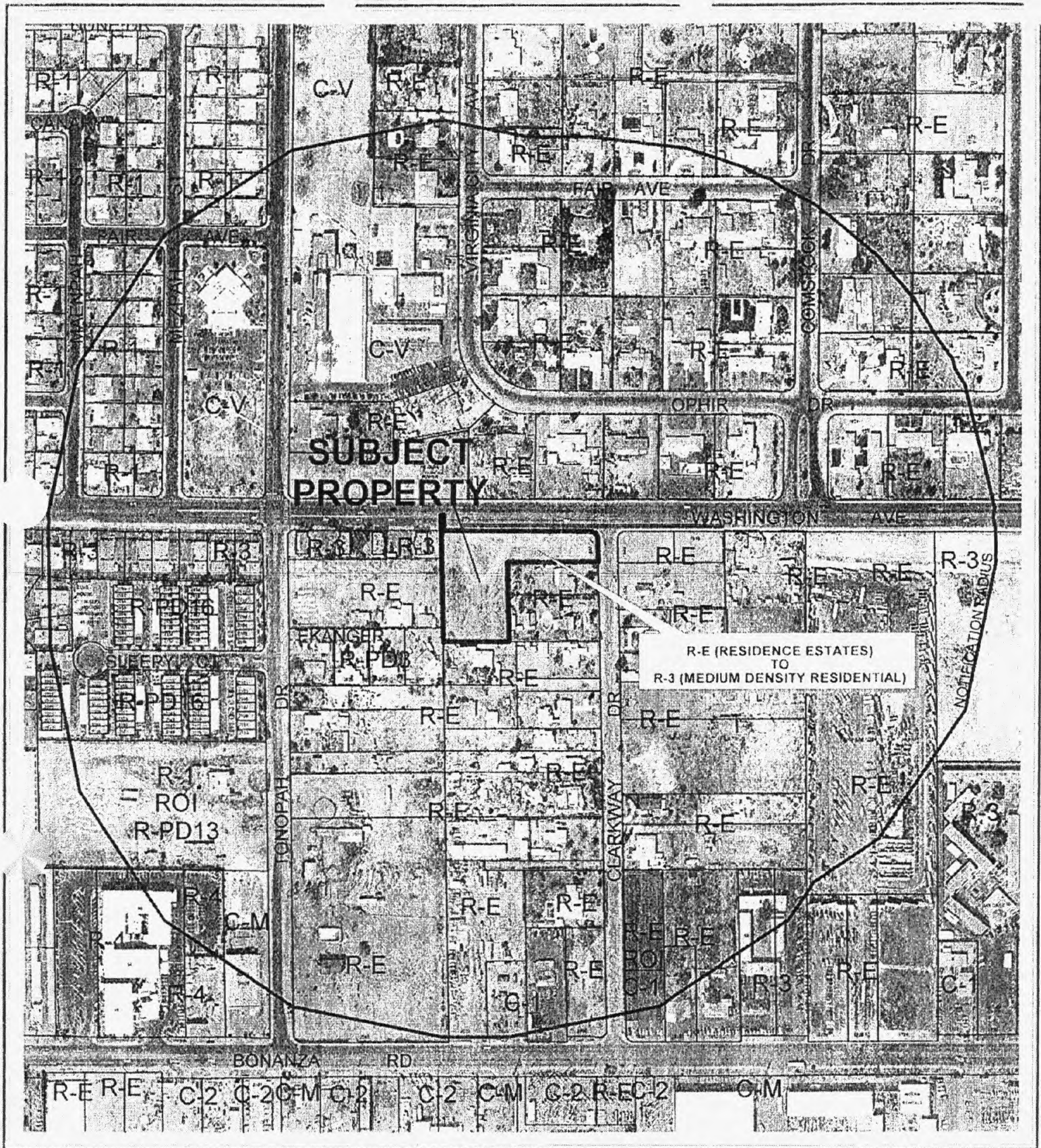
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Submitted after final agenda – Table request by Attorney Jay Brown for Items 90-92
6. Backup referenced from the 09-21-06 Planning Commission meeting Item 18

Motion made by GARY REESE to Strike Item 73 [4401 Cory Place]; HOLD IN ABEYANCE
 Item 85 [ZON-13896], Item 86 [VAR-13900], Item 87 [SUP-13902], Item 88 [SUP-13903] and
 Item 89 [SDR-13904] to 01/17/2007; Item 93 [ZON-15031], Item 94 [SDR-15030] and Item 101
 [SUP-15347] to 12/06/2006; and Item 102 [SDR-15747] to 12/20/2006; TABLE Item 90 [ZON-
 14344], Item 91 [VAR-15323] and Item 92 [SDR-14353]; and WITHDRAW THE APPEAL of
 Item 116 [SUP-16483]

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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





CASE: ZON-14344

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)



AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: - ZON-14344 - APPLICANT/OWNER: WALKFED, LLC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 18, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend DENIAL.

Planning and Development

1. A Resolution of Intent with a two-year time limit is hereby granted.
2. A Site Development Plan Review (SDR-14353) 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.

Public Works

3. Dedicate 40 feet of those portions necessary to complete the Washington Avenue right-of-way adjacent to this site concurrent with development of this site prior to the issuance of any permits.
4. Construct all incomplete half-street improvements adjacent to this site concurrent with development. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).
5. Coordinate with the Collection System Planning Section of the Department of Public Works to determine an appropriate location for public sewer connection to this site, prior to the issuance of any permits. A downstream relief project may be required to provide public sewer capacity for this site. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.

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

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Rezoning from R-E (Residence Estates) to R-3 (Medium Density Residential) on 1.51 acres at 837 Clarkway Drive.

EXECUTIVE SUMMARY

The surrounding area is primarily single-family residential uses on large lots. Additionally, the site is located in the Rural Preservation Overlay District (RPOD) Buffer that has a three unit per acre maximum density and requires a Variance (VAR-15323) from Residential Adjacency requirements. This project calls for 10.59 units per acre. The proposed Rezoning is considered inappropriate for this site and denial of this request is recommended.

BACKGROUND INFORMATION

A) *Related Actions*

- | | |
|----------|---|
| 01/26/06 | The Planning Commission voted to abey a Site Development Plan Review (SDR-10796) and companion items for a General Plan Amendment (GPA-10789), a Rezoning (ZON-10792), and Variances (VAR-10793 and VAR-10795) for re-notification. |
| 03/15/06 | The applicant withdrew, without prejudice, a Site Development Plan Review (SDR-10796) and companion items for a General Plan Amendment (GPA-10789), a Rezoning (ZON-10792), and Variances (VAR-10793 and VAR-10795). The Planning Commission had recommended denial on 02/23/06. Staff also recommended denial. |
| 05/17/06 | The City Council approved a General Plan Amendment (GPA-9219) expanding the Redevelopment Area. This property was designated as MXU (Mixed Use) as part of this General Plan Amendment. The property had previously been designated as L (Low Density Residential). The Planning Commission and staff recommended approval. |
| 07/27/06 | This item and a companion item for a Site Development Plan Review (SDR-14353) were held in abeyance in order to add a Variance for Residential Adjacency requirements. |
| 08/24/06 | This item and a companion items for a Site Development Plan Review (SDR-14353) and a Variance (VAR-15323) were held in abeyance at the request of the applicant. |

09/21/06 The Planning Commission recommended denial of companion items VAR-15323 and SDR-14353 concurrently with this application.

09/21/06 The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #18/ng).

B) Pre-Application Meeting

05/17/06 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 request, nor was one held.

DETAILS OF APPLICATION REQUEST

A) Site Area

Gross Acres: 1.91
Net Acres: 1.49

B) Existing Land Use

Subject Property: Undeveloped
North: Single Family Residential
Public Utility
South: Single Family Residential
East: Single Family Residential
West: Single Family Residential
Duplex

C) Planned Land Use

Subject Property: MXU (Mixed Use)
North: R (Rural Density Residential)
PF (Public Facilities)
South: MXU (Mixed Use)
East: MXU (Mixed Use)
West: MXU (Mixed Use)

D) Existing Zoning

Subject Property: R-E (Residence Estates)
North: R-E (Residence Estates)
South: R-E (Residence Estates)
East: R-E (Residence Estates)
West: R-E (Residence Estates)
R-3 (Medium Density Residential)

E) General Plan Compliance

The subject property is designated as MXU (Mixed Use) through the expansion of the Downtown Redevelopment Area. The Mixed Use category allow for a mix of uses that are normally allowed within the L (Low Density Residential), ML (Medium-Low Density Residential), M (Medium Density Residential), H (High Density Residential), O (Office), SC (Service Commercial), and GC (General Commercial) land use categories. The previous land use designation on the property was L (Low Density Residential) and the project calls for approximately 10.59 units per acre, which falls into the MLA (Medium-Low Attached Density Residential) range. The proposed project is in compliance with the General Plan, but is considered inappropriate for this location as most of the surrounding area is larger single family lots.

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

Rural Preservation Overlay District Buffer

The proposed development was recently removed from the Rural Preservation Overlay District (RPOD); however, property on the north side of Washington Avenue remains in the RPOD. The subject property is still located in the RPOD Buffer. The RPOD Buffer permits a maximum density of three dwelling units per acre. The proposed multi-family development would have a density of 10.59 units per acre. The proposed multi-family development is out of context with the intent of the RPOD and for this reason cannot be supported by staff.

F) Density

EXISTING ZONING	PERMITTED DENSITY	PROPOSED ZONING	PERMITTED DENSITY	GENERAL PLAN	PERMITTED DENSITY
R-E	2 du/ac or three units	R-3	25.49 du/ac or 38 units	MXU	N/A

The proposed R-3 (Medium Density Residential) zoning will have a density that is more than 10 times greater that what is currently permitted on the site. It is noted that the applicant is using far less than the maximum density as the project calls for a density of 10.59 units per acre or 16 units. The change is still drastic and is considered inappropriate for the site. The General Plan designation of MXU (Mixed Use) allows a variety of land use options and does not have a specific density limit.

B) *General Analysis and Discussion*

The applicant is requesting a Rezoning to an R-3 (Medium Density Residential and Apartment) District. The purpose of the R-3 District is to provide for the development of a variety of multi-family units such as duplexes, townhouses and medium density apartments. The R-3 (Medium Density Residential) District is consistent with the policies of the Medium Density Residential category of the General Plan. The proposed Rezoning, while fitting in with the MXU (Mixed Use) General Plan designation, does not meet the character of the area. The area is primarily single-family residences with large lots. Furthermore, the development is in the RPOD Buffer and does not meet the three unit per acre maximum density. Additionally, the project requires a Variance 9VAR-15323) from Residential Adjacency requirements.

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 proposal does conform to the MXU (Mixed Use) land-use designation. The project is still considered inappropriate for this location; this is due to the surrounding area being primarily single-family residential uses on large lots. Additionally, the site is located in the RPOD Buffer that has a three unit per acre maximum density. This project calls for 10.59 units per acre. The proposal is considered inappropriate for this site and denial of this 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 multi-family development is not considered compatible with surrounding land uses. The adjacent multi-family site is located on an intersection of two larger streets. The other properties adjacent to this property are all single-family residential on larger lots (minimum of 15,000 square feet). The surrounding zoning districts are primarily R-E (Residence Estates). The proposed zoning is considered out of character with the surrounding uses and zoning districts and denial is recommended.

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

While the community needs multi-family housing, a project of this nature would be better suited for an area currently zoned and designated for this type of use that is located in an area more appropriate for multi-family development, such as a location away from the Residence Estates District and outside of the RPOD Buffer.

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

Site access is provided from Washington Avenue, an 80-foot Secondary Collector. This street is capable of handling the type of traffic that will be produced by a development of this size.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 193 by Planning Department

APPROVALS 0

PROTESTS 2



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-14344** APN: 139-28-301-002

Name of Property Owner: Walkfed LLC

Name of Applicant: Dave Fedel

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): _____

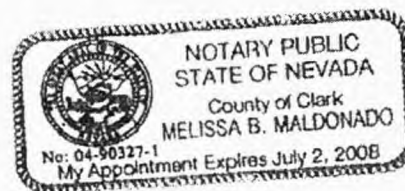
APN: _____

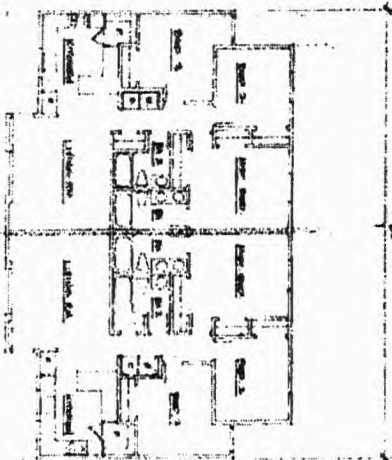
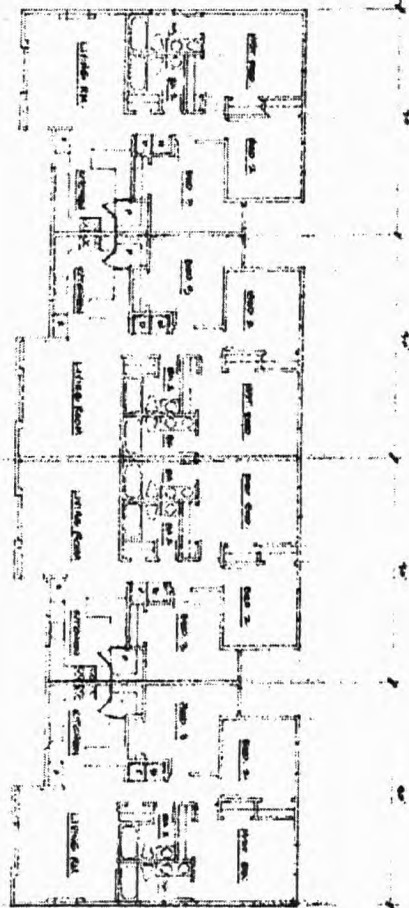
Signature of Property Owner: _____

Print Name: DAVE FEDEL

Subscribed and sworn before me

This 1st day of June, 2006
Melissa B. Maldonado
Notary Public in and for said County and State





RECEIVED
JUN 13 2006

JUN 13 2006

ZON-14344
09/21/06 PC

09/21/06 PC



LEFT SIDE ELEVATION

FRONT ELEVATION



RIGHT SIDE ELEVATION

REAR ELEVATION

RECEIVED
JUN 13 2006

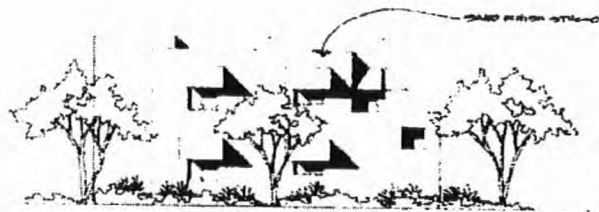
ZON-14344
09/21/06 PC

ONE STORY 4-PLEX

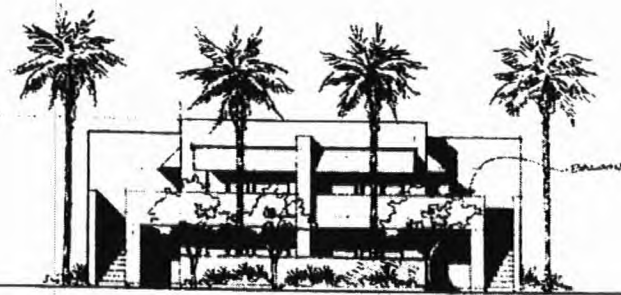
REVISIONS

ELEVATIONS

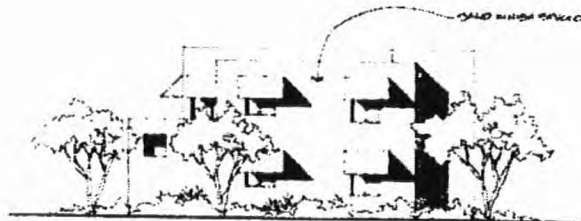
CLARKWAY COMMONS



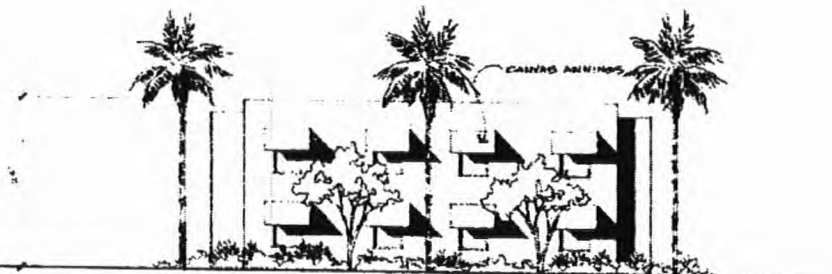
LEFT SIDE ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION

RECEIVED
JUN 13 2006

ZON-14344
09/21/06 PC

TWO STORY 4-PLEX

REVISION	BY

ELEVATIONS

CLARKWAY COMMONS



- Zoning, Planning, Building & Land Use
- Development Services
- Permit Tracking
- Local Government Regulations
- Legislative & Administrative Representation
- Business, Gaming, Liquor & Privileged Licenses

June 13, 2006

City of Las Vegas
Planning & Development
741 S. Fourth St.
Las Vegas, NV 89101

SUBJECT: JUSTIFICATION LETTER -- Zone Change and Site Design Review

The name of this proposal is: *Clarkway Commons*

1. This land use application will produce an environment of stable and desirable character consistent with the objectives of Title 19 and the General Plan due to the area in which it will service
2. The purpose is to make the necessary applications to allow for a zone change from R-E to R-3.
3. We will develop this property as a townhouse complex to consist of four 4-plex units. Two of the six units will be two-stories.
4. The total gross acreage for this site is 1.51 acres. The APN is 139-28-301-002.
5. The General Plan surrounding this project is "M", excepting Public to the north
6. This proposal is consistent to the area with the abutting property to the west zoned R-3 with four 4-plex units
7. All studies necessary to bring this application forward are to the current code will be conducted.

If I can be of any additional assistance in any of this at any time, please do not hesitate to call me at 596-7400 (or 277-3733).

Sincerely,

A handwritten signature in dark ink, appearing to read "Mark Sabraw", is written over a horizontal line.

Mark (or Scott) Sabraw

ZON-14344

RECEIVED
CITY CLERK

2006 NOV 14 P 4:08

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

November 14, 2006

VIA FACSIMILE TO: 382-4803

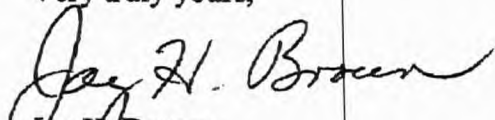
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101
Attn: Barbara Jo Ronemus
City ClerkRe: Item No. 90 - ZON-14344
Item No. 91 - VAR-15323
Item No. 92 - SDR-14353
City Council Agenda of November 15, 2006
WALKFED, LLC

Dear Ms. Ronemus:

Please be advised that I represent the above named applicant.

The above referenced applications are scheduled to be heard at the November 15, 2006
City Council meeting.My client is requesting that the hearing on the three (3) applications be tabled until an
amicable resolution can be worked out with the neighbors.

Very truly yours,


Jay H. Brown

JHB:cc

Submitted and filed

Date 11/14/06 Item # 90-92

**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**

July 19, 2006

RECEIVED
JUL 25 4 15 PM '06
PLANNING AND
DEVELOPMENT

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

RE: **SDR 14353 & ZON 14344**

Dear Sirs:

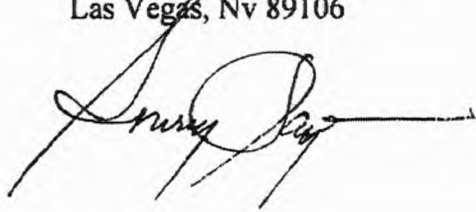
Please accept this letter as objection to the proposed site development and rezoning of the property located at 837 Clarkway Drive in regard to the waiver of perimeter landscaping buffer requirements on the 1.51 acres.

Please accept this letter as objection to the proposed request for a rezoning from R-E (Residence Estates) to R-3 (Medium density residential) on the 1.51 acres at 837 Clarkway Drive.

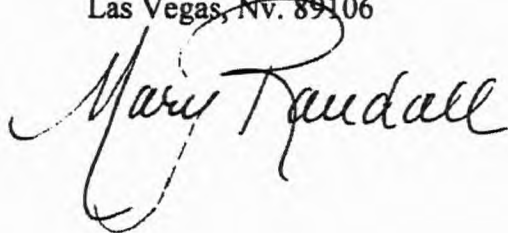
Acceptable proposal would be 12 units eliminating 4 units on far north east section of property, no entrance on Clarkway Drive and fully landscaped with no variances.

Thank you for your consideration of our request.

Sherry Taylor
Owner
820 Clarkway Drive
Las Vegas, Nv 89106



Mary A Randall
Owner:
816 Clarkway Drive
Las Vegas, Nv. 89106



ITEM # 76-77 R
CASE # _____
PC MTG 7.27.06 P

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 15, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

VARIANCE RELATED TO ZON-14344

VAR-15323 - ABEYANCE ITTEM - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Variance TO ALLOW A RESIDENTIAL ADJACENCY SETBACK OF 35 FEET WHERE A 63-FOOT SETBACK IS THE MINIMUM REQUIRED IN THE SIDE YARD on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

1

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 DENIAL.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Backup referenced from the 09-21-06 Planning Commission meeting Item 19

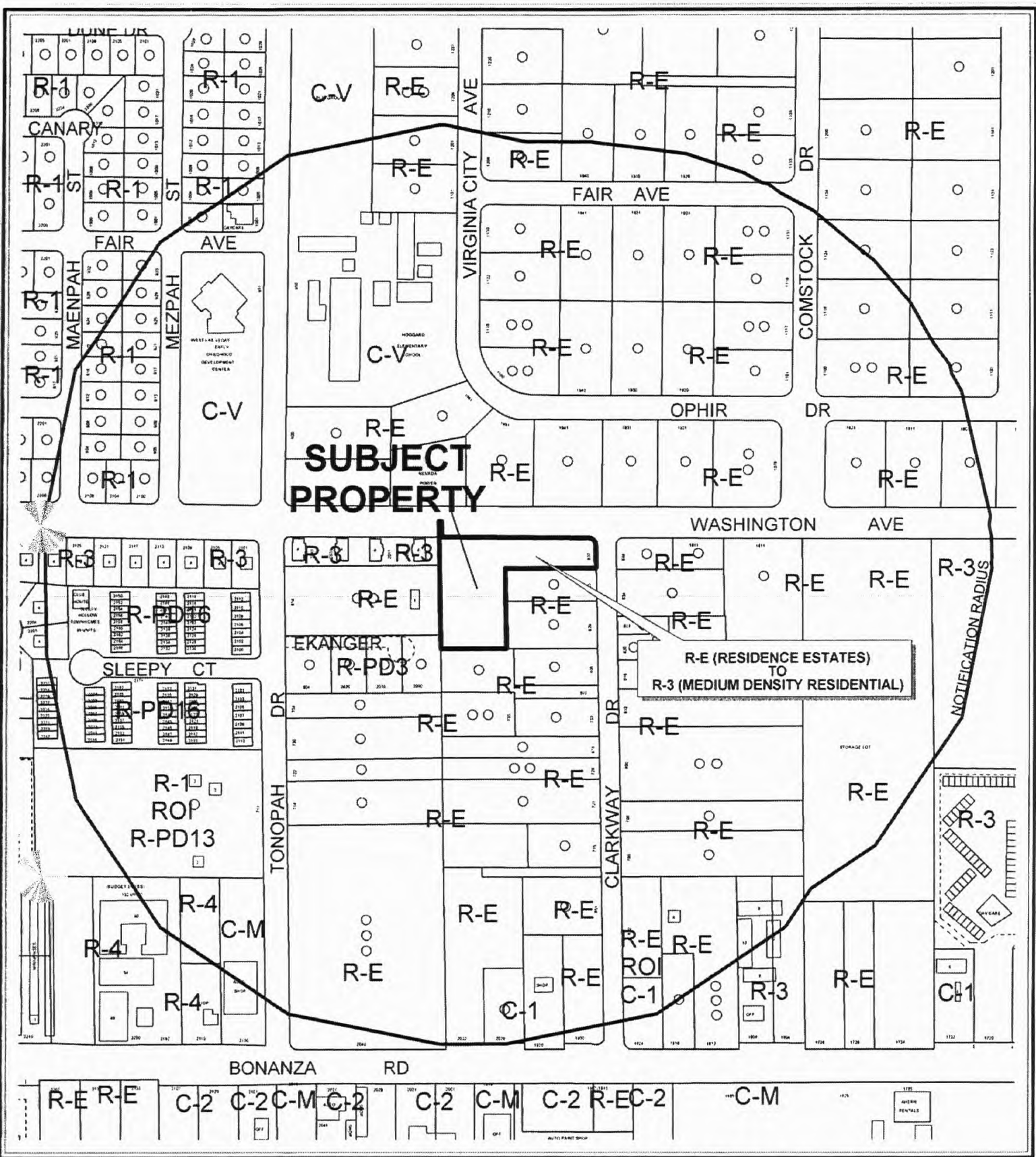
Motion made by GARY REESE to Strike Item 73 [4401 Cory Place]; HOLD IN ABEYANCE Item 85 [ZON-13896], Item 86 [VAR-13900], Item 87 [SUP-13902], Item 88 [SUP-13903] and Item 89 [SDR-13904] to 01/17/2007; Item 93 [ZON-15031], Item 94 [SDR-15030] and Item 101 [SUP-15347] to 12/06/2006; and Item 102 [SDR-15747] to 12/20/2006; TABLE Item 90 [ZON-14344], Item 91 [VAR-15323] and Item 92 [SDR-14353]; and WITHDRAW THE APPEAL of Item 116 [SUP-16483]

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

Minutes:

See Item 90 for related discussion and backup.



CASE: **VAR-15323**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)



AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: - VAR-15323 - APPLICANT/OWNER: WALKFED, LLC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 18, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend DENIAL.

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-14344) and Site Development Plan Review (SDR-14353) 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 a residential adjacency setback of 35 feet where a 63-foot setback is the minimum required in the side yard on 1.51 acres at 837 Clarkway Drive.

EXECUTIVE SUMMARY

The southernmost two-story building does not meet Residential Adjacency requirements. This is primarily a single-family neighborhood with larger lots. In order to have a minimal effect on the surrounding area the proposed multi-family development should meet Residential Adjacency standards. The deviation is considered self-imposed as it is due to the applicants design choices. Denial of this request is recommended.

BACKGROUND INFORMATION

A) *Related Actions*

- | | |
|----------|---|
| 01/26/06 | The Planning Commission voted to abey a Site Development Plan Review (SDR-10796) and companion items for a General Plan Amendment (GPA-10789), a Rezoning (ZON-10792), and Variances (VAR-10793 and VAR-10795) for re-notification. |
| 03/15/06 | The applicant withdrew without prejudice a Site Development Plan Review (SDR-10796) and companion items for a General Plan Amendment (GPA-10789), a Rezoning (ZON-10792), and Variances (VAR-10793 and VAR-10795). The Planning Commission had recommended denial on 02/23/06. Staff also recommended denial. |
| 05/17/06 | The City Council approved a General Plan Amendment (GPA-9219) expanding the Redevelopment Area. This property was designated as MXU (Mixed Use) as part of this General Plan Amendment. The property had previously been designated as L (Low Density Residential). The Planning Commission and staff recommended approval. |
| 09/21/06 | The Planning Commission recommended denial of companion items ZON-15344 and SDR-14353 concurrently with this application. |
| 09/21/06 | The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #19/ng). |

B) *Pre-Application Meeting*

05/17/06 A pre-application meeting was held and elements of this submittal were discussed.

C) *Neighborhood Meetings*

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

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Gross Acres: 1.91
Net Acres: 1.49

B) *Existing Land Use*

Subject Property: Undeveloped
North: Single Family Residential
Utility
South: Single Family Residential
East: Single Family Residential
West: Single Family Residential
Duplex

C) *Planned Land Use*

Subject Property: MXU (Mixed Use)
North: R (Rural Density Residential)
PF (Public Facilities)
South: MXU (Mixed Use)
East: MXU (Mixed Use)
West: MXU (Mixed Use)

D) *Existing Zoning*

Subject Property: R-E (Residence Estates)
North: R-E (Residence Estates)
South: R-E (Residence Estates)
East: R-E (Residence Estates)
West: R-E (Residence Estates)
R-3 (Medium Density Residential)

E) General Plan Compliance

The subject property is designated as MXU (Mixed Use) through the expansion of the Downtown Redevelopment Area. The Mixed Use category allow for a mix of uses that are normally allowed within the L (Low Density Residential), ML (Medium Low Density Residential), M (Medium Density Residential), H (High Density Residential), O (Office), SC (Service Commercial), and GC (General Commercial) land use categories. The previous land use designation on the property was L (Low Density Residential) and the project calls for approximately 10.59 units per acre, which falls into the MLA (Medium Low Attached Density Residential) range. The proposed project is in compliance with the General Plan, but is considered inappropriate for this location as most of the surrounding area is larger single family lots.

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

Rural Preservation Overlay District Buffer

The proposed development is located in an area slated to be removed from the Rural Preservation Overlay District (RPOD); however, the property on the north side of Washington Avenue will remain in the RPOD, thus the subject property will be in the RPOD Buffer. The RPOD Buffer permits a maximum density of three dwelling units per acre. The proposed multi-family development would have a density of 10.59 units per acre. The proposed multi-family development is out of context with the intent of the RPOD and for this reason cannot be supported by staff.

ANALYSIS

A) Zoning Code Compliance

A1) Residential Adjacency Standards

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

- a) Proximity slope. The southern two-story building is located adjacent to a parcel zoned for single-family residential use. Per the 3:1 proximity slope requirements this building, with a height of 21 feet, shall be setback a minimum of 63 feet from the adjacent parcel. The proposed setback is 35 feet. This does not meet Residential Adjacency requirements and a Variance (VAR-15323) is required to permit this deviation from requirements.

B) General Analysis and Discussion

The deviation from standards is due to the applicants design choices for this site. A single story building in this location would mitigate the need for a Variance. This is a neighborhood with large lots and a rural character. Multi-family development in this area should meet Residential Adjacency standards in order to have a minimal effect on the surrounding single family lots. This is considered a self-imposed hardship and denial of this request is recommended.

FINDINGS

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

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

Additionally, Title 19.18.070L states:

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

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship through their design choices. An alternative design with single-story development would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

16

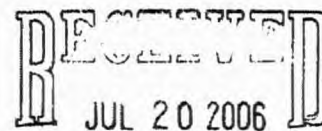
ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

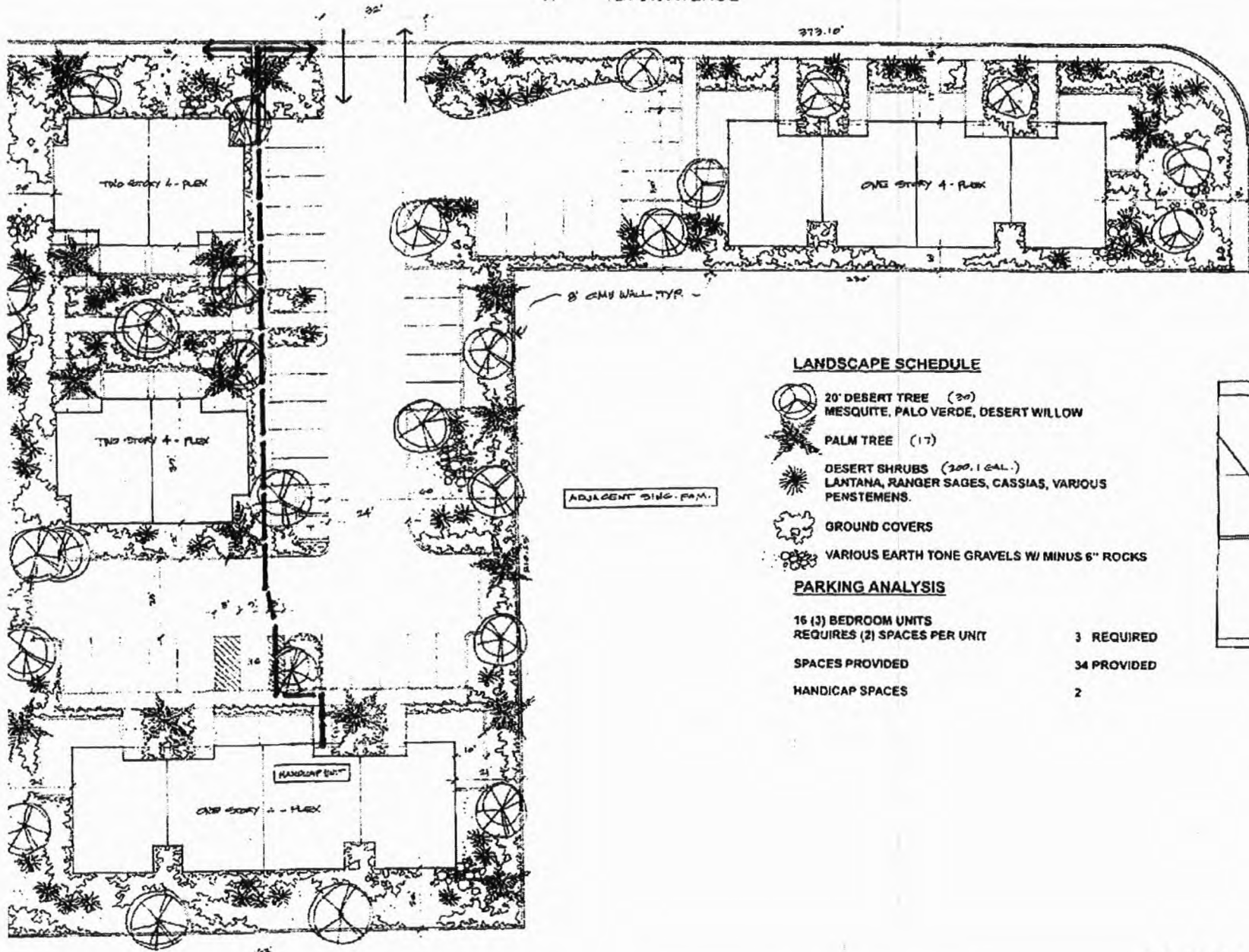
NOTICES MAILED 259 by City Clerk

APPROVALS 0

PROTESTS 1



W GTON AVENUE



LANDSCAPE SCHEDULE

- 20' DESERT TREE (20)
MESQUITE, PALO VERDE, DESERT WILLOW
- PALM TREE (17)
- DESERT SHRUBS (200.1 GAL.)
LANTANA, RANGER SAGES, CASSIAS, VARIOUS
PENSTEMONS.
- GROUND COVERS
- VARIOUS EARTH TONE GRAVELS W/ MINUS 6" ROCKS

PARKING ANALYSIS

16 (3) BEDROOM UNITS REQUIRES (2) SPACES PER UNIT	3 REQUIRED
SPACES PROVIDED	34 PROVIDED
HANDICAP SPACES	2



VICINITY MAP

RECEIVED

JUL 20 2006

SITE PLAN

CLARKWAY COMMONS

VAR-15323
09/21/06 PC



- Zoning, Planning, Building & Land Use
- Development Services
- Permit Tracking
- Local Government Regulations
- Legislative & Administrative Representation
- Business, Gaming, Liquor & Privileged Licenses

July 20, 2006

City of Las Vegas
Planning & Development
741 S. Fourth St.
Las Vegas, NV 89101

SUBJECT: JUSTIFICATION LETTER -- **Residential Adjacency Set-Back Variance**

The name of this proposal is: **Clarkway Commons**

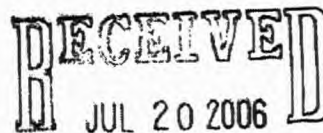
1. We are asking for a Residential Adjacency Set-Back Variance to go along with **SDR - 14353**. This variance is necessary because the Southern two-story (or middle) 4-plex unit on the West end of the property abuts an RE Zone.
2. This land use application will produce an environment of stable and desirable character consistent with the objectives of Title 19 and the General Plan due to the area in which it will service.
3. The purpose is to make the necessary applications to allow for a zone change from R-E to R-3.
4. We will develop this property as a townhouse complex to consist of four 4-plex units. Two of the six units will be two-stories.
5. The total gross acreage for this site is 1.51 acres. The APN is 139-28-301-002.
6. The General Plan surrounding this project is "M", excepting Public to the north.
7. This proposal is consistent to the area with the abutting property to the west zoned R-3 with four 4-plex units.
8. All studies necessary to bring this application forward are to the current code will be conducted.

If I can be of any additional assistance in any of this at any time, please do not hesitate to call me at 596-7400 (or 277-3733).

Sincerely,

A handwritten signature in black ink, appearing to read "Mark (or Scott) Sabraw".

Mark (or Scott) Sabraw



VAR-15323

RECEIVED
CITY CLERK

2006 NOV 14 P 4: 08

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

November 14, 2006

VIA FACSIMILE TO: 382-4803

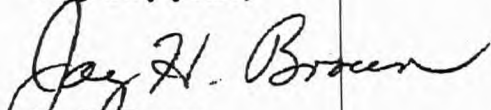
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101
Attn: Barbara Jo Ronemus
City ClerkRe: Item No. 90 - ZON-14344
Item No. 91 - VAR-15323
Item No. 92 - SDR-14353
City Council Agenda of November 15, 2006
WALKFED, LLC

Dear Ms. Ronemus:

Please be advised that I represent the above named applicant.

The above referenced applications are scheduled to be heard at the November 15, 2006
City Council meeting.My client is requesting that the hearing on the three (3) applications be tabled until an
amicable resolution can be worked out with the neighbors.

Very truly yours,


Jay H. Brown

JHB:cc

Date 11/14/06 Item # 90-92

**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 16, 2006

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

Re: VAR-15323

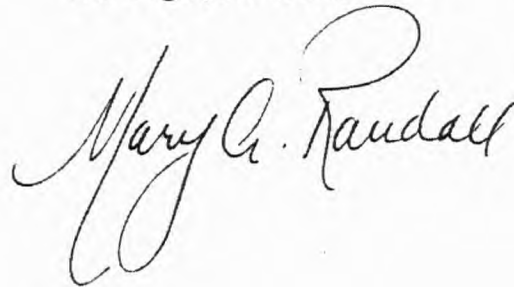
Please accept this letter as a complete objection to the request for a 35 foot setback on the property located at 837 Clarkway Drive, Las Vegas, Nv. 89106 where a 63 foot setback is required.

Thank you.

Sherry Taylor
820 Clarkway Drive
Las Vegas, Nv 89106

A handwritten signature in cursive script, appearing to read "Sherry Taylor".

Mary A Randall
816 Clarkway Drive
Las Vegas, Nv 89106

A handwritten signature in cursive script, appearing to read "Mary A. Randall".

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 15, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-14344

SDR-14353 – ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: WALKFED, LLC. - Request for a Site Development Plan Review FOR A PROPOSED 16-UNIT TOWNHOUSE COMPLEX AND WAIVER OF PERIMETER LANDSCAPE BUFFER REQUIREMENTS on 1.51 acres at 837 Clarkway Drive (APN 139-28-301-002), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential) Zone], Ward 5 (Weekly). The Planning Commission (7-0 vote) and staff recommend DENIAL

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 DENIAL.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Backup referenced from the 09-21-06 Planning Commission meeting Item 20

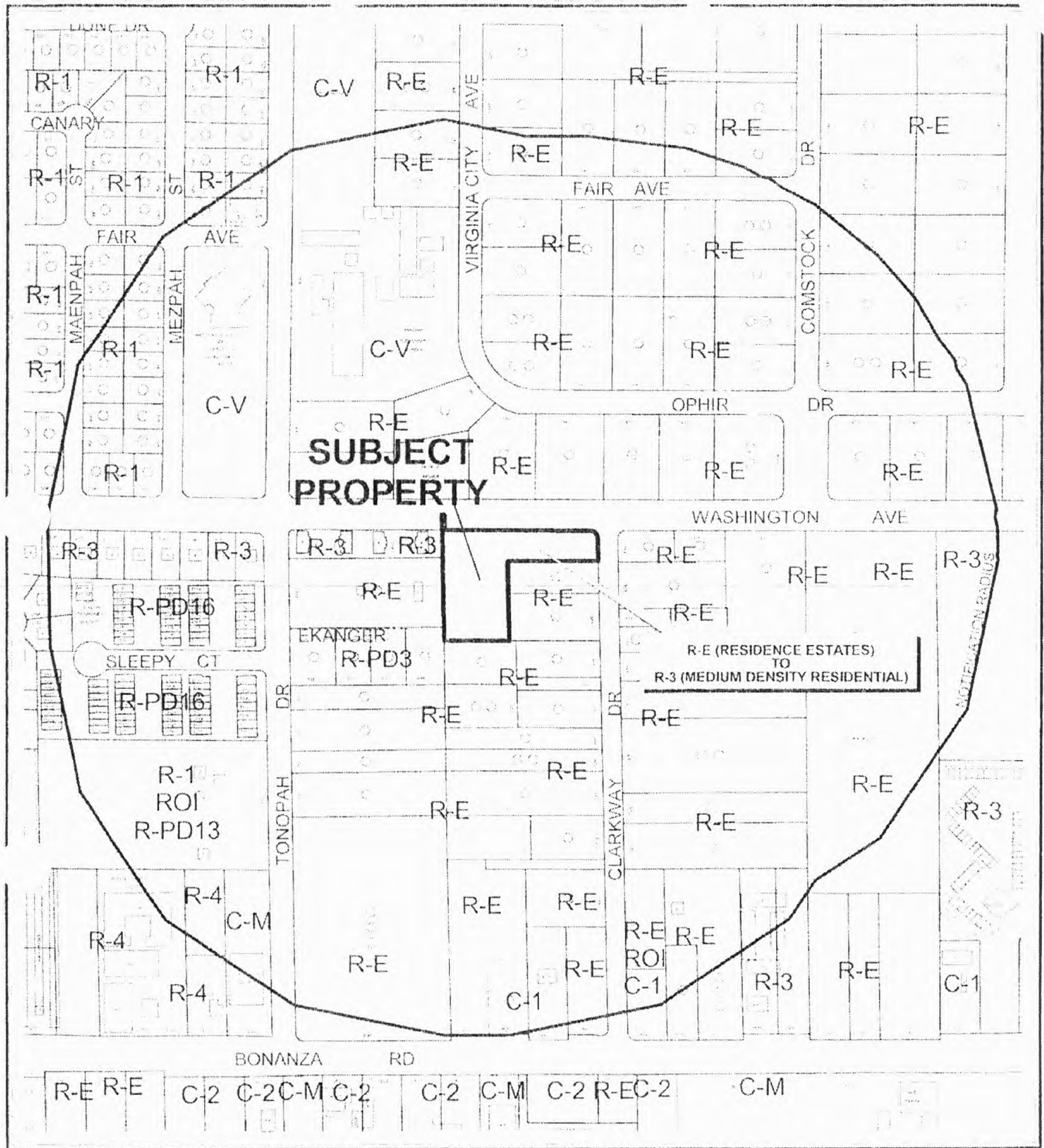
Motion made by GARY REESE to Strike Item 73 [4401 Cory Place]; HOLD IN ABEYANCE Item 85 [ZON-13896], Item 86 [VAR-13900], Item 87 [SUP-13902], Item 88 [SUP-13903] and Item 89 [SDR-13904] to 01/17/2007; Item 93 [ZON-15031], Item 94 [SDR-15030] and Item 101 [SUP-15347] to 12/06/2006; and Item 102 [SDR-15747] to 12/20/2006; TABLE Item 90 [ZON-14344], Item 91 [VAR-15323] and Item 92 [SDR-14353]; and WITHDRAW THE APPEAL of Item 116 [SUP-16483]

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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

Minutes:

See Item 90 for related discussion and backup.



CASE: **SDR-14353**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)



AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: - SDR-14353 - APPLICANT/OWNER: WALKFED, LLC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 18, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend DENIAL.

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-14344) 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 06/13/06, except as amended by conditions herein.
4. A Waiver from perimeter landscape buffer width requirements is hereby approved, to allow a landscape buffer width of 10 feet along a portion of Washington Avenue where a buffer width of 15 feet is required.
5. The standards for this development shall include a minimum lot size of 65,775 square feet and building height shall not exceed two stories or 24 feet, whichever is less.
6. The minimum distance between buildings shall be 65 feet.
7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.
8. A revised landscape plan shall be submitted prior to submittal of a Tentative Map depicting minimum 24 inch box trees as required by Title 19.12 in place of the 20 and 17 inch box trees depicted in the conceptual landscape plan. The plan shall also depict these trees placed 20 feet on center with a total quantity of 72 trees along the perimeter and six trees in the parking lot area.

9. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.
10. Air conditioning units shall not be mounted on rooftops.
11. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
12. Parking lot lighting standards shall be no more than 30 feet in height and shall utilize downward-directed lights with full cut-off 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.
13. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
14. Prior to the submittal of a building permit application, the applicant shall meet with Planning and Development Department staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.
15. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

16. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222A.
17. The applicant shall show Site Visibility Restriction Zones at all public street intersections. Include the following statement on the map: "No walls, fences, trees, shrubs, utility appurtenances or any other object, other than traffic control devices and street light poles, may be constructed or installed within the Sight Visibility Restriction Zone (S.V.R.Z.) unless said object is maintained at less than 24 inches in height measured from adjacent top of curb, or where no curb exists, a height of 27 inches measured from the top of adjacent asphalt, gravel, or pavement street surface. Area shall be labeled as "Privately Maintained".

18. A Homeowners' Association shall be established to maintain all perimeter walls, private roadways, landscaping and common areas created with this development. All landscaping shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
19. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.
20. All landscaping installed with this project shall be situated and maintained so as not to create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.
21. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-14344 and all other subsequent site-related actions.
22. The approval of all Public Works related improvements shown on this Site Development Plan Review is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to submittal of a Tentative Map or construction drawings, whichever may occur first. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the submittal of a Tentative Map or construction drawings, whichever may occur first.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Site Development Plan Review for a proposed 16-unit Townhouse Complex and waiver of perimeter landscape buffer requirements on 1.51 acres at 837 Clarkway Drive.

EXECUTIVE SUMMARY

The proposed multi-family, townhouse style development is located in an area that is primarily single-family residential homes on large lots. The project requires a Variance (VAR-15323) from residential adjacency requirements and also a Waiver of landscape buffer width. Other landscaping deficiencies have been addressed with conditions of approval. The project also requires a Rezoning (ZON-14344). This project is not considered appropriate for this location due to the primarily single-family nature of surrounding development and the deviations from standards. Denial of this project is recommended.

BACKGROUND INFORMATION

A) *Related Actions*

- | | |
|----------|---|
| 01/26/06 | The Planning Commission voted to abey a Site Development Plan Review (SDR-10796) and companion items for a General Plan Amendment (GPA-10789), a Rezoning (ZON-10792), and Variances (VAR-10793 and VAR-10795) for re-notification. |
| 03/15/06 | The applicant withdrew without prejudice a Site Development Plan Review (SDR-10796) and companion items for a General Plan Amendment (GPA-10789), a Rezoning (ZON-10792), and Variances (VAR-10793 and VAR-10795). The Planning Commission had recommended denial on 02/23/06. Staff also recommended denial. |
| 05/17/06 | The City Council approved a General Plan Amendment (GPA-9219) expanding the Redevelopment Area. This property was designated as MXU (Mixed Use) as part of this General Plan Amendment. The property had previously been designated as L (Low Density Residential). The Planning Commission and staff recommended approval. |

09/21/06 The Planning Commission recommended denial of companion items ZON-14344 and VAR-15323 concurrently with this application.

09/21/06 The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #20/ng).

B) Pre-Application Meeting

05/17/06 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

Gross Acres: 1.91
Net Acres: 1.49

B) Existing Land Use

Subject Property: Undeveloped
North: Single Family Residential
Utility
South: Single Family Residential
East: Single Family Residential
West: Single Family Residential
Duplex

C) Planned Land Use

Subject Property: MXU (Mixed Use)
North: R (Rural Density Residential)
PF (Public Facilities)
South: MXU (Mixed Use)
East: MXU (Mixed Use)
West: MXU (Mixed Use)

D) Existing Zoning

Subject Property: R-E (Residence Estates)
North: R-E (Residence Estates)
South: R-E (Residence Estates)
East: R-E (Residence Estates)
West: R-E (Residence Estates)
R-3 (Medium Density Residential)

E) General Plan Compliance

The subject property is designated as MXU (Mixed Use) through the expansion of the Downtown Redevelopment Area. The Mixed Use category allow for a mix of uses that are normally allowed within the L (Low Density Residential), ML (Medium-Low Density Residential), M (Medium Density Residential), H (High Density Residential), O (Office), SC (Service Commercial), and GC (General Commercial) land use categories. The previous land use designation on the property was L (Low Density Residential) and the project calls for approximately 10.59 units per acre, which falls into the MLA (Medium-Low Attached Density Residential) range. The proposed project is in compliance with the General Plan, but is considered inappropriate for this location as most of the surrounding area is larger single family lots.

PROJECT DESCRIPTION

The proposal calls for a multi-family, townhouse style, development consisting of 16 residential units. There will be a total of four buildings, two buildings are two stories and two are single story. Each building will have four units. Parking is located toward the interior. Landscaping is provided around the perimeter. The site has a single point of ingress/egress along Washington Avenue.

ANALYSIS

A) Zoning Code Compliance

A1) Development Standards

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

Standards	Required R-3	Provided	Compliance
Min. Lot Size	6,500 SF	65,775 SF	Y
Min. Setbacks			
• Front	20 Feet	40 Feet	Y
• Side	5 Feet	10 Feet	Y
• Corner	5 Feet	17 Feet	Y
• Rear	20 Feet	20 Feet	Y
Max. Building Height	2 Stories/35 Feet	2 Stories/24 Feet	Y
Trash Enclosure	50 Feet from protected use	50 Feet	Y
Mech. Equipment	Screened	Screened	Y

The subject property is in compliance with 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 southern two-story building is located adjacent to a parcel zoned for single-family residential use. Per the 3:1 proximity slope requirements this building, with a height of 21 feet, shall be setback a minimum of 63 feet from the adjacent parcel. The proposed setback is 35 feet. This does not meet Residential Adjacency requirements and a Variance (VAR-15323) is required to permit this deviation from requirements.

A3) Parking and Traffic Standards

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

Uses	GFA	Required		Provided	
		Ratio	Parking		Parking
			Regular	Handicap	
Residential (three-bedroom)	16 units	Two spaces/unit	32	1	32
Guest Space	16 units	One space/six units	3	N/A	3
Total			35		35

The proposed development is required to provide a total of 35 parking spaces and is meeting that requirement. One of the spaces is a van accessible handicapped space provided in front of the unit intended for occupancy by the handicapped.

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	6 Trees	5 Trees
Buffer:			
• Min. Trees	1 Tree/20 Linear Feet	72 Trees	28 Trees
• Min. Zone Width	15 Feet (right-of way) 6 Feet (interior)		10 Feet 6 Feet

The applicant has three deviations from landscaping standards. One of these deviations may be handled with a Waiver; the others will require revisions in compliance with Code requirements.

The first deviation is the lack of the required number of trees. The applicant is providing 28 trees around the perimeter of the development where 72 trees are the minimum required. Also in the parking lot area the applicant is providing a total of five trees where six trees are required. This is not supported as it would be possible for the applicant to increase the number of trees provided. The applicant is merely choosing not to do so. It is noted that none of these trees meet the minimum 24-inch box size. The largest are 20-inch box. The applicant will be required to submit a revised landscape plan showing minimum 24-inch box trees. It is further noted that the applicant is providing a total of 47 trees; however, several of these trees are in the interior of the development and do not count toward the totals listed in the chart above. The applicant will be required to provide a revised landscape plan depicting the proper number of trees.

Secondly, the applicant is requesting a waiver of landscape buffer width requirements. This Waiver is needed in the front yard area. The required width is 15 feet as the property on the north side of Washington Avenue is single-family residential. The applicant is providing 10 feet of landscaping along a portion of this area. This Waiver may be supported as the area that does not comply with the required width is very small compared to the size of the development. The landscape buffer for the development is complex and changes widths several times. The area in question merely narrows to allow for parking and patios in small areas.

B) General Analysis and Discussion

- **Zoning**

The subject property is currently zoned R-E (Residence Estates). The purpose of the R-E District is to provide for low density residential units located on large lots and conveying a rural environment. These Districts are consistent with the policies of the Desert Rural Density Residential category of the General Plan.

The applicant is requesting a Rezoning to an R-3 (Medium Density Residential and Apartment) District. The purpose of the R-3 District is to provide for the development of a variety of multi-family units such as duplexes, townhouses and medium density apartments. The R-3 (Medium Density Residential) District is consistent with the policies of the Medium Density Residential category of the General Plan. The proposed development will be in compliance with zoning requirements with the approval of companion Rezoning (ZON-14344). It is noted that denial of this Rezoning request is recommended as the project is deemed incompatible with the surrounding area.

- Site Plan

The site plan for this development shows a multi-family development. The development consists of four buildings. Two buildings are proposed as single-story structures; these are the southernmost and easternmost buildings. The two buildings in the northwest portion of the development will be two stories. The parking and trash enclosures for the development are concentrated in the interior. The site gains access from Washington Avenue.

- Waivers

There is a Waiver for the landscape buffer width along Washington Avenue. The buffer width Waiver is supported as the deviation is only in a small portion of the development.

The landscape plan does not depict the proper number of trees. Additionally, the size of the trees does not meet Code requirements. A condition of approval has been added requiring the applicant to provide the proper number and size of trees.

- Landscape Plan

The landscape plan shows trees placed intermittently throughout the perimeter of the development. The total number of trees is far less than required and the applicant will be required to submit a revised plan depicting the required number of trees. Additionally, trees are scattered throughout the interior of the development. A fair amount of shrubs are proposed throughout the site. The perimeter buffer changes widths in several locations and does not meet the required width along Washington Avenue in a small area.

- Elevation

Elevations for the proposed development show buildings with flat roofs that feature balconies and awnings. The materials will consist primarily of stucco in a sand color scheme. The awnings will be canvas material.

- Floor Plan

Floor plans show three bedroom, two bathroom units. The layouts are typical of this type of development. Square footages are not shown on the floor plans.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. **“The proposed development is compatible with adjacent development and development in the area;”**

The proposed development is located on a parcel that is primarily surrounded by single-family residential development on large lots. While there is a multi-family development to the west; this development is located on an intersection, which is more conducive to that type of development. This parcel is also located in the buffer area of the Rural Preservation Overlay District or RPOD. This area is limited to a maximum of three dwelling units per acre. The proposed development would have a total of 10.59 units per acre. This does not meet the intent of the RPOD and with the surrounding single-family residential development is considered incompatible with the surrounding area despite the Mixed Use land use designation.

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 requires a Variance (VAR-15323) from Residential Adjacency requirements. Additionally a Waiver for the landscape buffer width along Washington Avenue is required. A condition of approval has been added regarding the required number and size of trees located throughout the development. These deviations, along with the increased density of development on the site result in a recommendation for denial.

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

Site access is provided from Washington Avenue, an 80-foot Secondary Collector. This street is capable of handling the type of traffic that will be produced by a development of this size.

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

Building materials are primarily stucco and are considered 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 considered unsightly or obnoxious and will be compatible with adjacent development.

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

The proposed development will not compromise the public health or general welfare; however the development is considered inappropriate for the area.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

ASSEMBLY DISTRICT 6

SENATE DISTRICT 4

NOTICES MAILED 193 by Planning Department

APPROVALS 0

PROTESTS 2



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-14353** APN: 139-28-301-002

Name of Property Owner: Walkfed LLC

Name of Applicant: Dave Fedel

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: _____

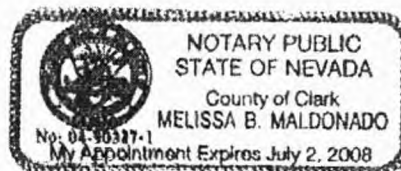
Signature of Property Owner: _____

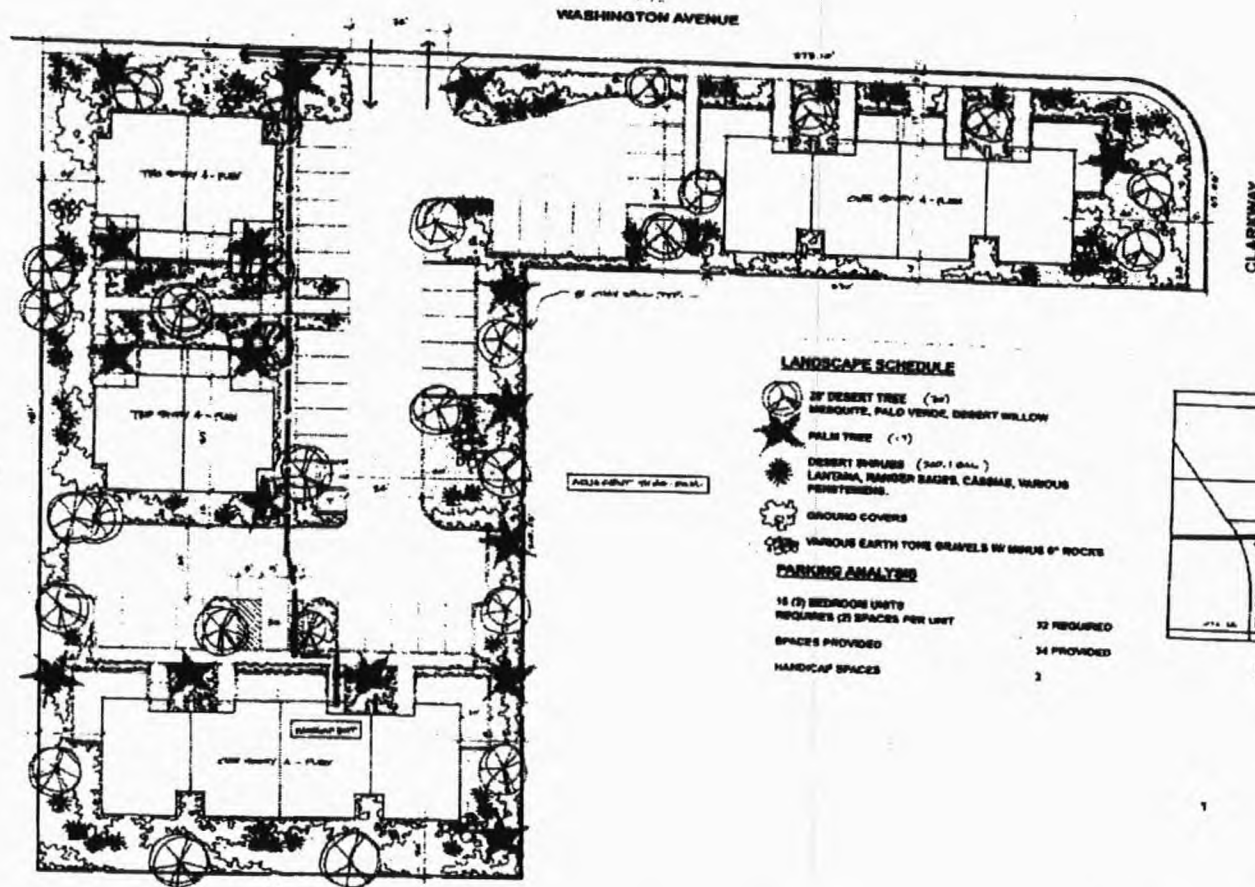
Print Name: _____

[Signature] ANGEL
DAVE FEDEL

Subscribed and sworn before me

This 1st day of June, 2006
Melissa B. Maldonado
Notary Public in and for said County and State





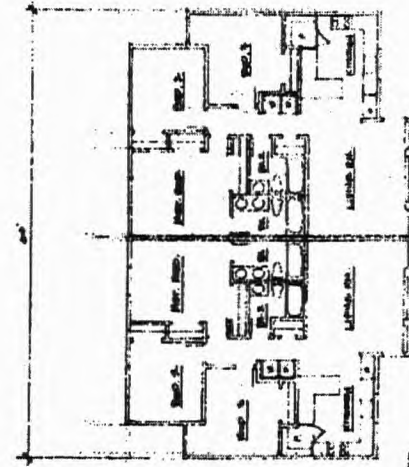
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CLARKWAY COMMONS

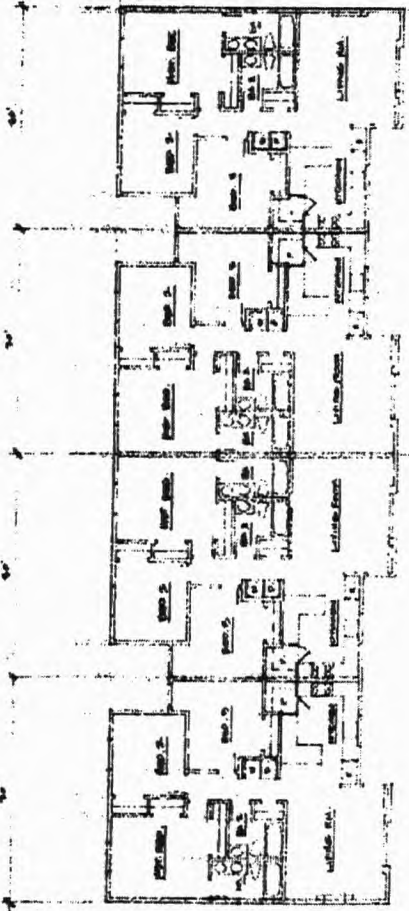
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TWO STORY 4 PLEX



SINGLE STORY 4 PLEX

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SDR-14353
09/21/06 PC



LEFT SIDE ELEVATION

FRONT ELEVATION



RIGHT SIDE ELEVATION

REAR ELEVATION

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JUN 13 2006

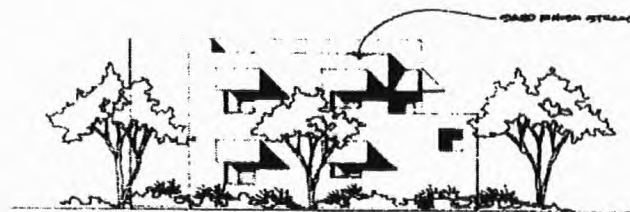
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09/21/06 PC

ONE STORY 4-PLEX

REVISIONS	BY

ELEVATIONS

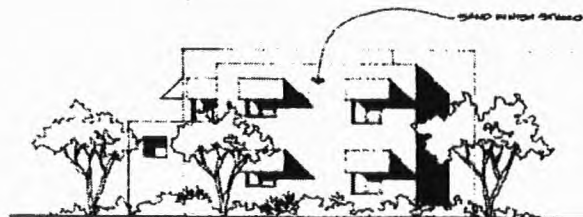
CLARKWAY COMMONS



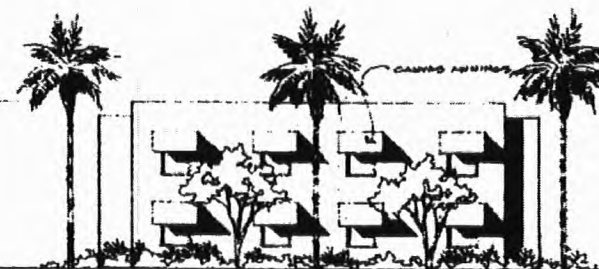
LEFT SIDE ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION

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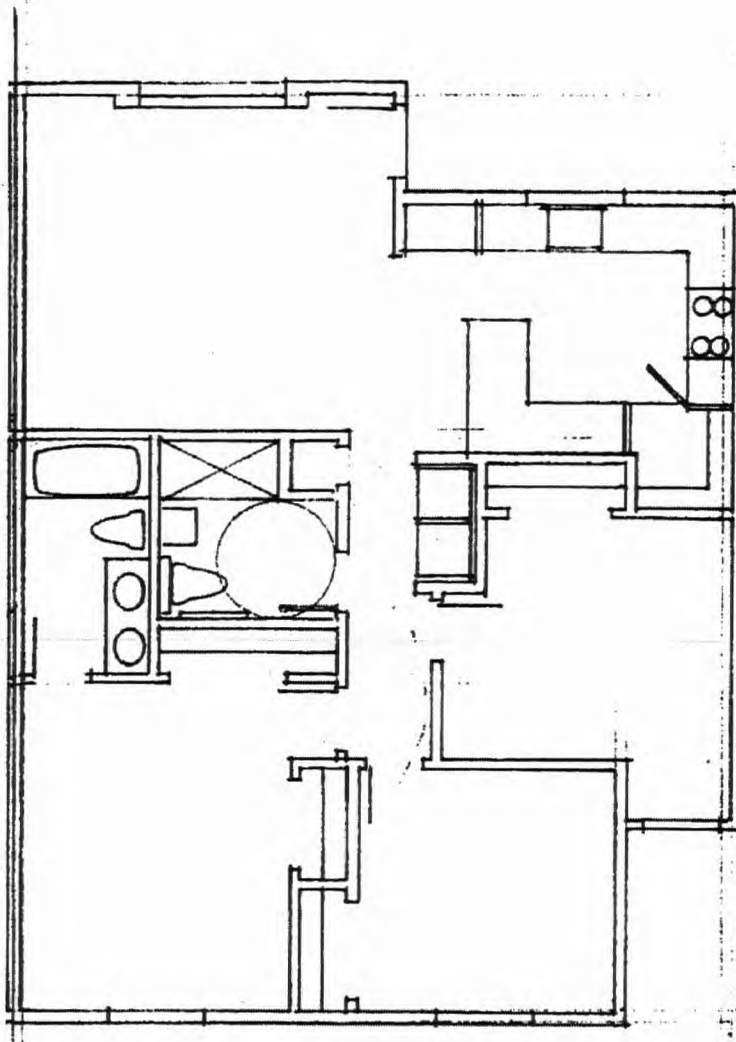
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09/21/06 PC

TWO STORY 4-PLEX

REVISIONS	BY

ELEVATIONS

CLARKWAY COMMONS



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Handicap Unit

- This Unit conforms with all current ADA Standards
- Entry transition is no greater than $\frac{1}{2}$ "
- All doors are 2'-8" wide, minimum
- Kitchen counters are open below
- Bathroom contains grab bars, HC Toilet and HC Shower

SDR-14353
09/21/06 PC

SDR 14353

Walkfed, LLC

SWC Washington & Clarkway

Proposed 16 unit multi-family housing development.

Traffic produced by proposed development:

	DESCRIPTION	#UNIT	RAFF # UNIT	TOTAL
Average Daily Traffic (ADT)	RES. CONDO/TOWNHOUSE [DWELL]	16	5.86	94
AM Peak Hour			0.44	7
PM Peak Hour <i>(heaviest 60 minutes)</i>			0.52	8

No counts are available for existing traffic on Clarkway in this vicinity.

Washington Avenue

Average Daily Traffic (ADT)	22,100
PM Peak Hour <i>(heaviest 60 minutes)</i>	1,768

Tonopah Drive

Average Daily Traffic (ADT)	3,950
PM Peak Hour <i>(heaviest 60 minutes)</i>	316

Traffic Capacity of adjacent streets:

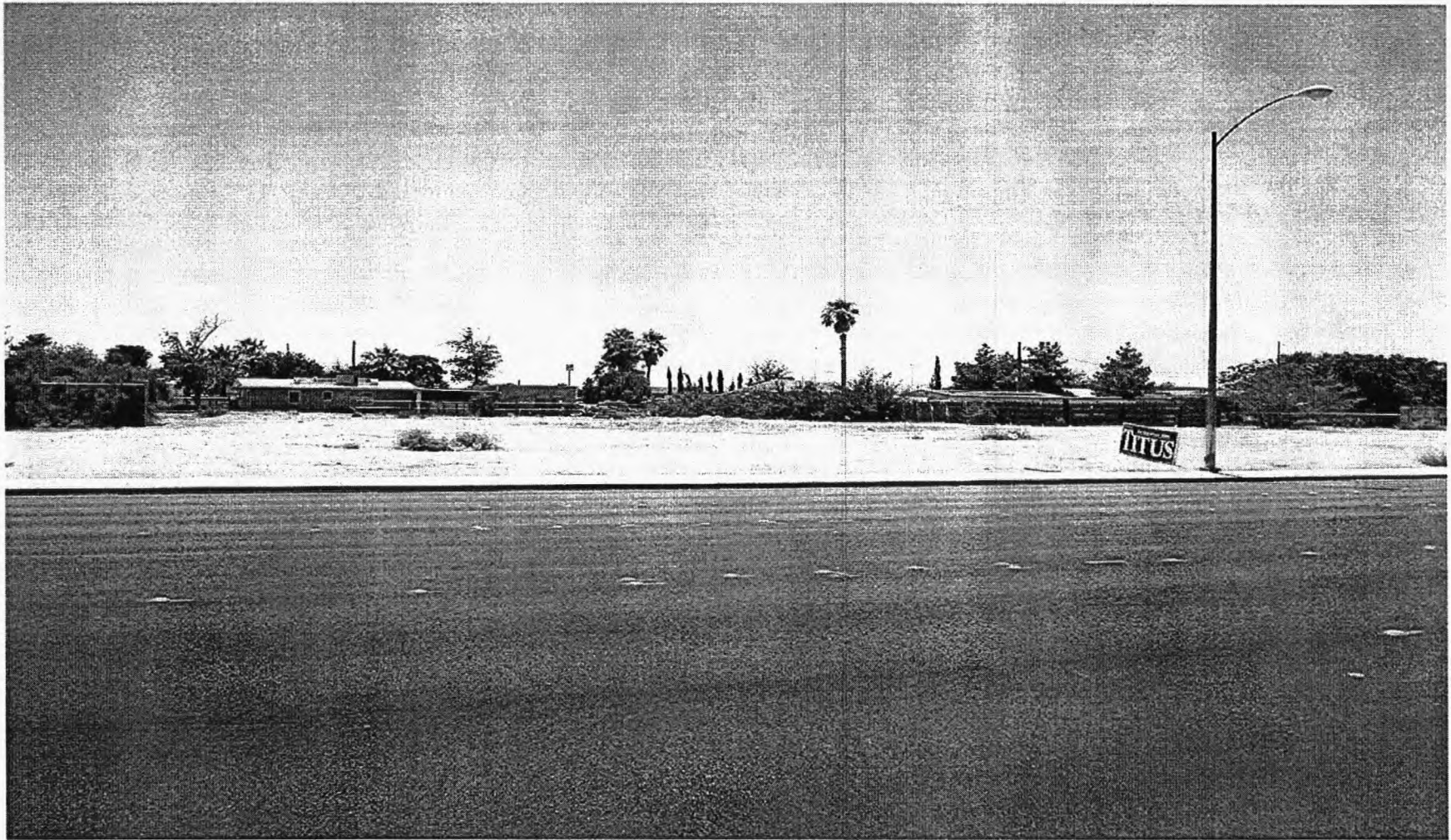
	Adjacent street ADT Capacity
Washington Avenue	34300
Tonopah Drive	16200
Clarkway Drive	3000

This project will add approximately 94 trips per day on Washington, Tonpah and

Clarkway. This will increase expected volumes by less than 1 percent on Washington and about 2 percent on Tonopah. Washington is at about 64 percent of capacity and Tonopah is at about 24 percent of capacity. Counts are not available for Clarkway, but it is believed to be well under capacity. This project will use roughly 3 percent of the capacity of Clarkway.

Based on Peak Hour use, this development will add roughly 8 additional car into the area; which works out to about over one every seven minutes.

Note that this report assumes all traffic from this development uses all named streets



ZON-14344, VAR-15323 & SDR-14353 - APPLICANT/OWNER: WALKFED, LLC.
837 CLARKWAY DRIVE
SEPTEMBER 21, 2006 PLANNING COMMISSION

07/12/06



ZON-14344, VAR-15323 & SDR-14353 - APPLICANT/OWNER: WALKFED, LLC.
837 CLARKWAY DRIVE
SEPTEMBER 21, 2006 PLANNING COMMISSION

07/12/06



GREATER
NEVADA
PLANNING
INC.

- Zoning, Planning, Building & Land Use
- Development Services
- Permit Tracking
- Local Government Regulations
- Legislative & Administrative Representation
- Business, Gaming, Liquor & Privileged Licenses

June 13, 2006

City of Las Vegas
Planning & Development
741 S Fourth St.
Las Vegas, NV 89101

SUBJECT: JUSTIFICATION LETTER -- Zone Change and Site Design Review

The name of this proposal is: **Clarkway Commons**

1. This land use application will produce an environment of stable and desirable character consistent with the objectives of Title 19 and the General Plan due to the area in which it will service.
2. The purpose is to make the necessary applications to allow for a zone change from R-E to R-3.
3. We will develop this property as a townhouse complex to consist of four 4-plex units. Two of the six units will be two-stories.
4. The total gross acreage for this site is 1.51 acres. The APN is 139-28-301-002.
5. The General Plan surrounding this project is "M", excepting Public to the north.
6. This proposal is consistent to the area with the abutting property to the west zoned R-3 with four 4-plex units.
7. All studies necessary to bring this application forward are to the current code will be conducted.

If I can be of any additional assistance in any of this at any time, please do not hesitate to call me at 596-7400 (or 277-3733)

Sincerely,

Mark (or Scott) Sabraw

SDR-14353

RECEIVED
CITY CLERK

2006 NOV 14 P 4: 08

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

November 14, 2006

VIA FACSIMILE TO: 382-4803

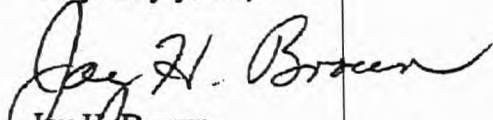
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101
Attn: Barbara Jo Ronemus
City ClerkRe: Item No. 90 - ZON-14344
Item No. 91 - VAR-15323
Item No. 92 - SDR-14353
City Council Agenda of November 15, 2006
WALKFED, LLC

Dear Ms. Ronemus:

Please be advised that I represent the above named applicant.

The above referenced applications are scheduled to be heard at the November 15, 2006
City Council meeting.My client is requesting that the hearing on the three (3) applications be tabled until an
amicable resolution can be worked out with the neighbors.

Very truly yours,


Jay H. Brown

JHB:cc

Date 11/14/06 Item # 90-92

**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**

July 19, 2006

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

RE: **SDR 14353 & ZON 14344**

Dear Sirs:

Please accept this letter as objection to the proposed site development and rezoning of the property located at 837 Clarkway Drive in regard to the waiver of perimeter landscaping buffer requirements on the 1.51 acres.

Please accept this letter as objection to the proposed request for a rezoning from R-E (Residence Estates) to R-3 (Medium density residential) on the 1.51 acres at 837 Clarkway Drive.

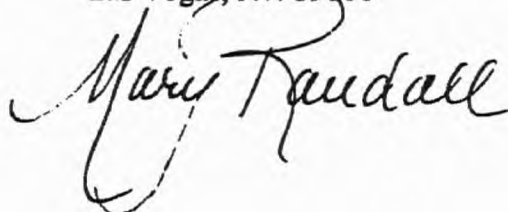
Acceptable proposal would be 12 units eliminating 4 units on far north east section of property, no entrance on Clarkway Drive and fully landscaped with no variances.

Thank you for your consideration of our request.

Sherry Taylor
Owner
820 Clarkway Drive
Las Vegas, Nv 89106



Mary A Randall
Owner:
816 Clarkway Drive
Las Vegas, Nv. 89106



ITEM # 76-77 R
CASE # _____
PC MTG 7.27.06 P

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 15, 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.

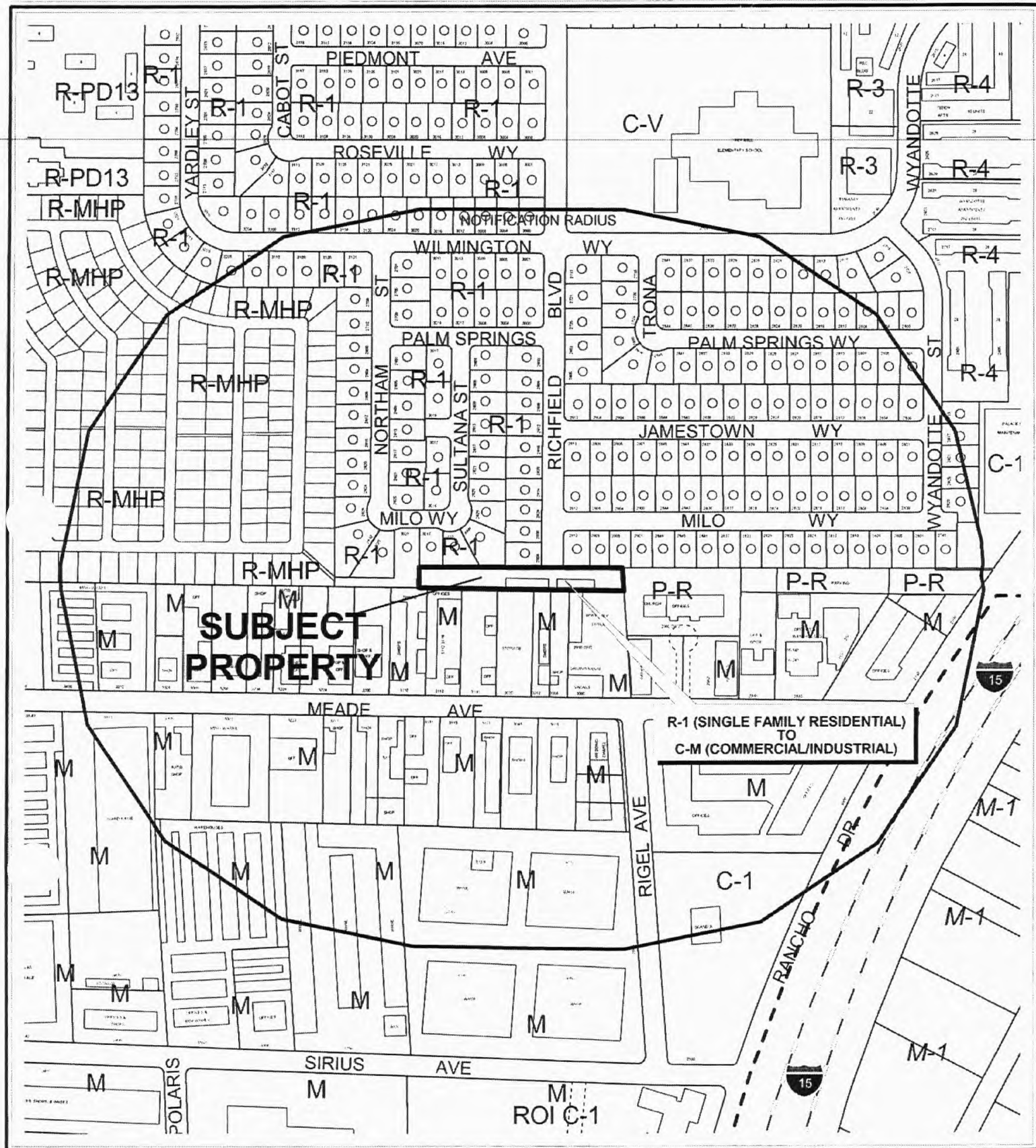
BACKUP DOCUMENTATION:

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 - Protest petition with 157 signatures and abeyance request by Attorney Stephanie Allen
7. Backup referenced from the 08-24-06 Planning Commission meeting Item 42

Motion made by GARY REESE to Strike Item 73 [4401 Cory Place]; HOLD IN ABEYANCE Item 85 [ZON-13896], Item 86 [VAR-13900], Item 87 [SUP-13902], Item 88 [SUP-13903] and Item 89 [SDR-13904] to 01/17/2007; Item 93 [ZON-15031], Item 94 [SDR-15030] and Item 101 [SUP-15347] to 12/06/2006; and Item 102 [SDR-15747] to 12/20/2006; TABLE Item 90 [ZON-14344], Item 91 [VAR-15323] and Item 92 [SDR-14353]; and WITHDRAW THE APPEAL of Item 116 [SUP-16483]

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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



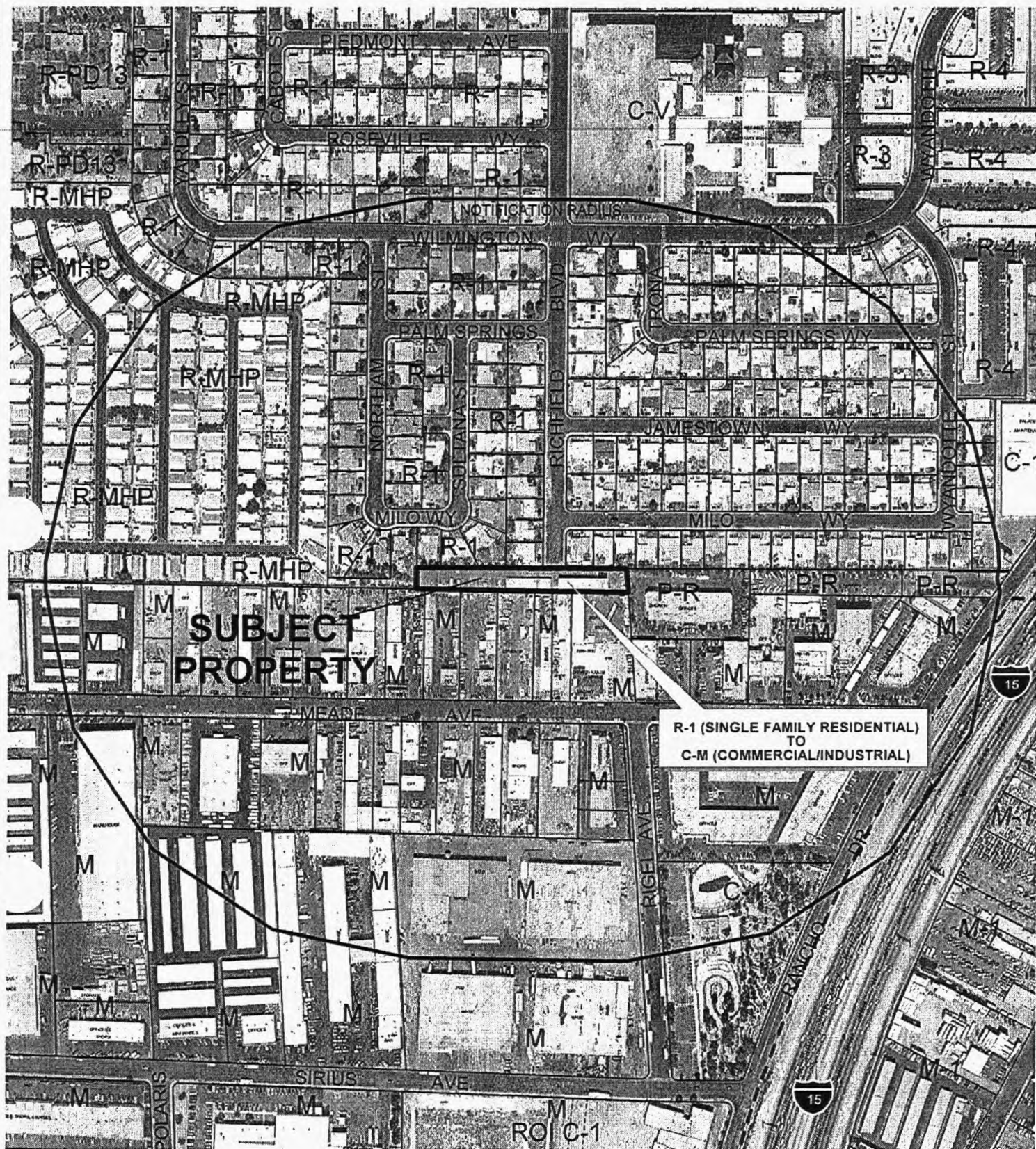
CASE: ZON-15031

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: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

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

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 18, 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 gazeboes 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

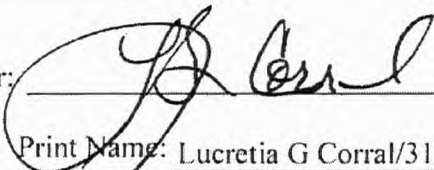
☒ No

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): _____

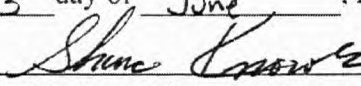
APN: _____

Signature of Property Owner: 

Print Name: Lucretia G Corral/3100 Meade LLC

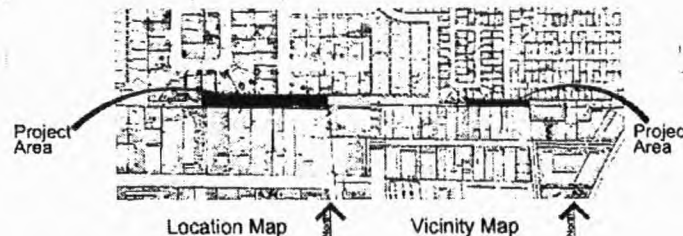
Subscribed and sworn before me

This 13 day of June, 2006


Notary Public in and for said County and State



JUL 11 2006



ZONING - Las Vegas
Current Zoning - R-1
Proposed Zoning - C-M
APN 162-09-201-005

AREA (Approximate, to be verified)

Gross Area	34,646 s.f.	.8 acres
Total Building Area	9,160 sq'.	
F.A.R.	3.82	

PARKING

Required		
1,100 gfa		9 spaces
Total Required		9 spaces
Provided		75 spaces
MVC Required		1 space
MVC Provided		2 spaces

SETBACKS

Required	Provided
Front 10'	20' - Existing
Side 5'	43.5' - La-sting
Corner 10'	10' - Falsing

BUILDING

Required	Provided
Max Height N/A	2.5-6'
Max 1 of Coverage N/A	N/A

LANDSCAPING

Required	Provided
Min Zone Depth 8'	Existing
Min. Trade 1 per 20'	1 per 20' - Existing

Fire Turning Radius

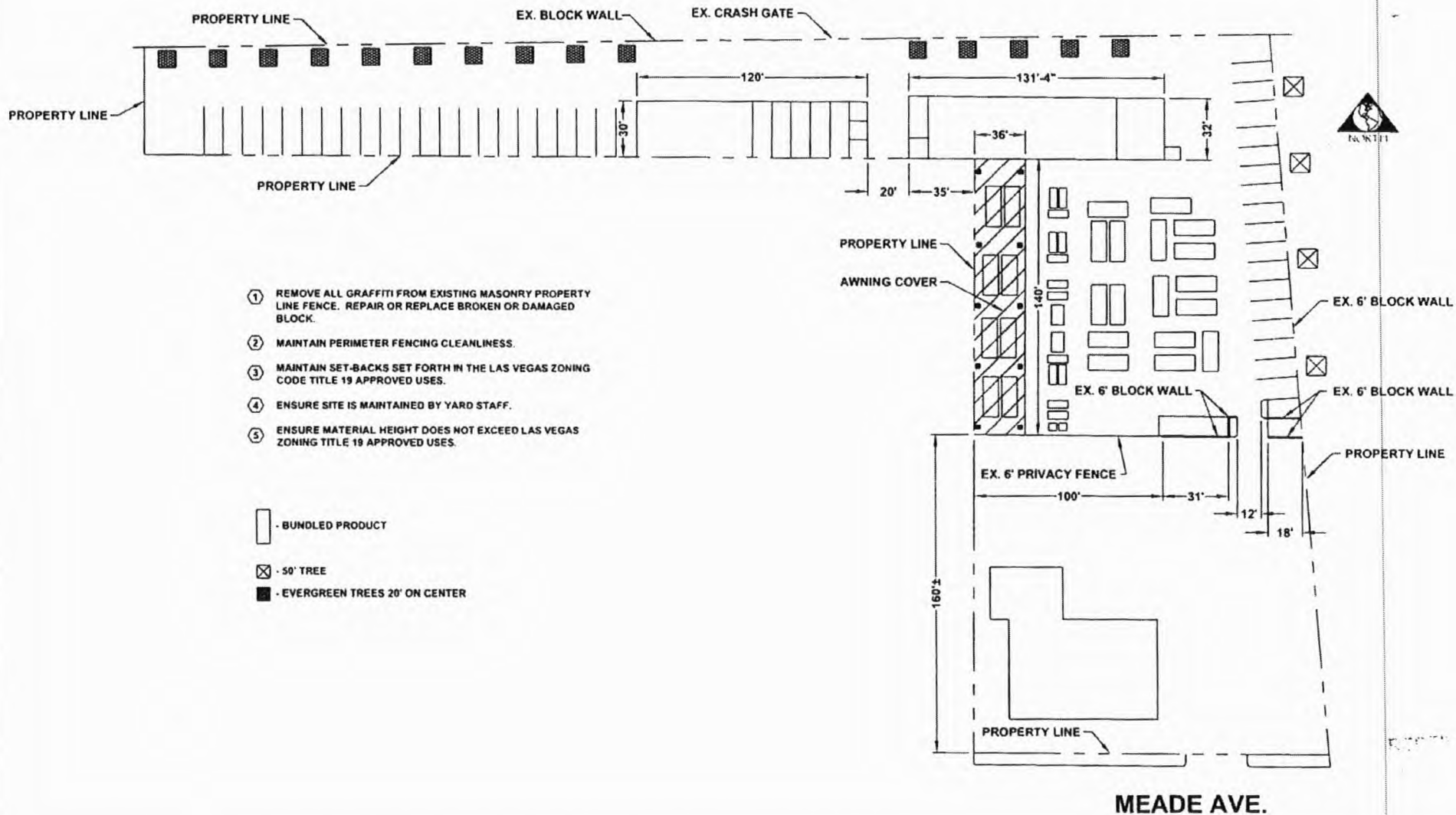
Typical Parking Spaces

CMU Wall C-C

Conceptual Site Plan: Sheet 1 of 5
MA26-0673: Project Number
87-06-08 Date

Las Vegas, NV

ZON-15031
08/24/06 PC



- ① REMOVE ALL GRAFFITI FROM EXISTING MASONRY PROPERTY LINE FENCE. REPAIR OR REPLACE BROKEN OR DAMAGED BLOCK.
- ② MAINTAIN PERIMETER FENCING CLEANLINESS.
- ③ MAINTAIN SET-BACKS SET FORTH IN THE LAS VEGAS ZONING CODE TITLE 19 APPROVED USES.
- ④ ENSURE SITE IS MAINTAINED BY YARD STAFF.
- ⑤ ENSURE MATERIAL HEIGHT DOES NOT EXCEED LAS VEGAS ZONING TITLE 19 APPROVED USES.

□ - BUNDLED PRODUCT

⊗ - 50' TREE

■ - EVERGREEN TREES 20' ON CENTER

2990 - 3000 MEADE AVE.

CHAMPION DESIGNS

SCALE = N.T.S.

SITE PLAN

PAGE: 1 of 1

ZON-15031
08/24/06 PC

**KUMMER
KAEMPFER**

**KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO**

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE

aceleste@kkbrf.com
702 693.4215

LAS VEGAS OFFICE
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel 702 792 7000
Fax 702 796 7181

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

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 11, 2006

VIA HAND DELIVERY

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

RECEIVED
JUL 11 2006

**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:

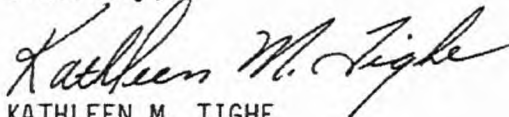
1. No use be permitted in the westerly 230 feet prior to review and approval by the Board of Zoning Adjustment.
2. Install 24 inch boxed evergreen trees 20 feet on center along the north property line as required by the Department of Community Planning and Development.
3. Obtain approval of connection 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

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

RECEIVED
CITY CLERK
2006 NOV 13 A 10:14

Protest

1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
2. Whereas this present protection gives the residents of the Richfield Neighborhood a voice in maintaining a reasonable quality of life in their own homes;

We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name ELIZABETH L. YUSON Address 2801 JAMES TOWN WAY Zip 89102

Signature x [Signature]

Print Name Maria Aldaba Address 2829 MILO WAY Zip 89102

Signature x [Signature]

Print Name Joe DeCelles Address 3100 MERRITT AVE Zip 89102

Signature x [Signature]

Print Name Mario Zermeno Address 3026 WILMINGTON WAY Zip 89102

Signature x [Signature]

Print Name Odete Tobler Address 2900 Richfield B Zip 89102

Signature x [Signature]

Print Name Bernie Knight Address 2604 GARDLEY Zip 89102

Signature x [Signature]

Print Name Nancy Hoffmann Address 2832 Palm Spring Way Zip 89102

Signature x [Signature]

Print Name Ed BORDENAVE Address 3013 KINGS WAY Zip 89102

Signature x [Signature]

submitted after final agenda

Date 11/13/06 Item # 93

RECEIVED
CITY CLERK

RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

2006 NOV 13 A 10:14

1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name BARBARA WILLIAMS Address 2816 Jamestown Way Zip 89102

Signature x Barbara J. Williams

Print Name RHONDA A WILSON Address 2800 Merritt Zip 89102

Signature x Rhonda A. Wilson

Print Name VIRGINIA NAVE Address 2812 KINGS WAY Zip 89102

Signature x Virginia Nave

Print Name ISRAEL CHAVEZ Address 3208 ALCOA AV Zip 89102

Signature x ✓

Print Name Angela Perez Address 2905 Milo Way Zip 89102

Signature x Angela Perez

Print Name Felipe Romero Address 2600 Yardley St. Zip 89102

Signature x Felipe Romero

Print Name EDWARD A. WARDON Address 2712 MERRITT AVE Zip 89102

Signature x Edward A. Wardon

Print Name Jennifer Melendez Address 2000 1st St Zip 89102

Signature x Jennifer Melendez

RECEIVED
CITY CLERK

RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

2006 NOV 13 A 10:14

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Print

Name DIANA WALDRON Address 2712 Merritt Ave Zip 89102

Signature x Diana Waldron

Print

Name Gary Boyer Address 2725 Merritt Ave Zip 89102

Signature x Gary Boyer

Print

Name Antonio Esporza Address 2900 Milo Way Zip 89102

Signature x Antonio Esporza

Print

Name Mariya waldo Comina Address 2828 Milo Way Zip 89102

Signature x Mariya Comina

Print

Name Brenda L Vallejos Address 2816 Milo Way Zip 89102

Signature x Brenda Vallejos

Print

Name Juan Salas Address 2817 Wilburton Way Zip 89102

Signature x Juan Salas

Print

Name Angela A. Vallejos Address 2816 Milo Way Zip 89102

Signature x Angela A. Vallejos

Print

Name Salmon Vallejos Address 2816 Milo Way Zip 89102

Signature x Salmon Vallejos

RECEIVED
CITY CLERK
**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

2006 NOV 13 A 10:14

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Print

Name SARAH S VALLEJO Address 2816 Milo Way Zip 89102

Signature x Sarah S. Vallejo

Print

Name Dorinda Wilson Address 3012 Merritt Ave Zip 89102

Signature x Dorinda Wilson

Print

Name VINDRA Biggio Address 3013 Merritt Ave Zip 89102

Signature x Vindra Biggio

Print

Name DANA Biggio Address 3013 MERRITT AVE Zip 89102

Signature x Dana Biggio

Print

Name Jennifer White Address 3017 Milo Way Zip 89102

Signature x Jennifer E White

Print

Name Jorge Navarrete Address 2724 Merritt Ave Zip 89102

Signature x Jorge L. Navarrete

Print

Name Auline Kennedy Address 3108 Roseville Zip 89102

Signature x Auline Kennedy

Print

Name Gerard Bunch Address 3013 Milo Way Zip 89102

Signature x Gerard Bunch

RECEIVED
CITY CLERK
**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

2006 NOV 13 A 10:14

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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name Kris Jorgensen Address 2912 Jamestown Way Zip 89102

Signature x Kris Jorgensen

Print Name ZELLA Meyer Address 2716 TRONA St. Zip 89102

Signature x Jandra Cagle / for Zella Meyer (Daughter couldn't attend - Broke her hip)

Print Name GONZALO ELIZONDO Address 3017 ROSEVILLE WAY Zip 89102

Signature x Gonzalo Elizondo

Print Name EVELYN L. BAUTISTA Address 3012 ALCOA AVE Zip 89102

Signature x Evelyn L. Bautista

Print Name Darlene G. CANNING Address 2728 ALCOA AVE Zip 89102

Signature x Darlene G. Canning

Print Name FAY Feldman Address 2836 Jamestown Way Zip 89102

Signature x Fay Feldman

Print Name NADA PATTERSON Address 2837 Jamestown Way Zip 89102

Signature x Nada Patterson

Print Name DON FELDMAN Address 2836 Jamestown Way Zip 89102

Signature x Don Feldman

RECEIVED
STATIONER

RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

2006 NOV 13 A 10:15

1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
2. Whereas this present protection gives the residents of the Richfield Neighborhood a voice in maintaining a reasonable quality of life in their own homes;

We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name JEWEL WALKER Address 3213 Wilmington Zip 89102

Signature x Jewel Walker

Print Name Ada Joffrion Address 3104 Piedmont Ave Zip 89102

Signature x Ada Joffrion

Print Name Mania Carrillo Address 3009 Piedmont Ave Zip 89102

Signature x MATA RILLO

Print Name JUDY BURNS Address 2804 ALCOA AVE Zip 89102

Signature x Judy T Burns

Print Name [Signature] Address _____ Zip _____

Signature x

Print Name Debbie Kimberlin Address 3116 Kings Way Zip 89102

Signature x D Kimberlin

Print Name James Kimberlin Jr Address 3116 Kings Way Zip 89102

Signature x James Kimberlin Jr

Print Name Cleta + Melvin Whipple Address 2816 Herriott Ave. Zip 89102-6087

Signature x Cleta Whipple Melvin R. Whipple

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

RECEIVED
CITY CLERK

- 2006 NOV 13 A 10:15
1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name LILY PHILLIPS Address 3004 WILMINGTON WAY Zip 89102

Signature x Lily Phillips

Print Name AHMAD-ARABAT Address 3000 WILMINGTON Zip 89102

Signature x A. Arabat

Print Name MAURICIO ROJAS Address 3004 MERRITT AVE. Zip 89102

Signature x Mauricio Rojas

Print Name Beverly C. Stewart Address 2816 Kings Way Zip 89102

Signature x Beverly C. Stewart

Print Name C. K. LEMLEY Address 2729 MERRITT AVE. Zip 89102

Signature x Robert T. Lemley

Print Name DAVID DARBY Address 2800 JAMESTOWN WAY Zip 89102

Signature x David Darby

Print Name Wayne Ratzenberger Address 3004 Palm Springs Way Zip 89102

Signature x Wayne Ratzenberger

Print Name Nancy Ratzenberger Address 3004 Palm Springs Way Zip 89102

Signature x Nancy Ratzenberger

2006 NOV 13 A 10:15
CITY CLERK
RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031

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Print

Name LETICIA FRANK Address 3008 WILMINGTON LV NV Zip 89102

Signature x Leticia Frank

Print Name Phillip Jeffers Address 2725 Alcoa Ave Zip 89102

Signature x Phillip Jeffers

Print Name AL LOOSE Address 3109 W King way Zip 89102

Signature x AL LOOS

Print Name Esther A. Lucibello Address 2821 Wilmington Way Zip 89102

Signature x Esther A. Lucibello

Print Name LORRAINE WOODBURY Address 2817 ALCOA AVE. Zip 89102

Signature x Lorraine Woodbury

Print Name Joe Hopper Address 2828 Alcoa Ave Zip 89102

Signature x J. Hopper

Print Name Alice MAGUIRE Address 3021 Milo Wy Zip 89102

Signature x Alice Maguire

Print Name CWO AVELLA Address 2905 ALCOA AVE Zip 89102

Signature x CWO AVELLA

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**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

2006 NOV 13 A 10:15

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Print

Name Hipolito Olocro Address 3021 Piedmont Ave Zip 89102

Signature x [Signature]

Print

Name Gayle RAVESSE Address 3000 Palm Springs W Zip 89102

Signature x [Signature]

Print

Name MARIE McCAUGHEY Address 2833 WILKINGTON Zip 89102

Signature x [Signature]

Print

Name _____ Address _____ Zip _____

Signature x [Signature]

Print

Name Jorge E. Hernandez Address 2724 Alcazar Zip _____

Signature x _____

Print

Name Robert Luscombe Address 2724 Trona St. Zip 89102

Signature x [Signature]

Print

Name Nicole Luscombe Address 2724 Trona St. Zip 89102

Signature x [Signature]

Print

Name Don Sheely Address 2840 MILO WAY Zip 89102

Signature x [Signature]

RECEIVED
CITY CLERK

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

2006 NOV 13 A 10:15

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Print Name Nancy + Joseph Stackman Address 3204 WILMINGTON WAY Zip 89102

Signature x Nancy Stackman

Print Name ~~[Signature]~~ Address ~~[Address]~~ Zip ~~[Zip]~~

Signature x [Signature]

Print Name _____ Address _____ Zip _____

Signature x Shirleen DeMasi

Print Name SHIRLEEN DEMASI Address 2801 PALM SPRINGS Zip 89102

Signature x

Print Name Arlene Kennedy Address 3109 Roseville Zip 89102

Signature x Arlene Kennedy

Print Name Terrence Melendy Address 2108 Cabot Zip 89102

Signature x Terrence Melendy

Print Name TERRENCE K. ROSE Address 3100 Kings Hwy Zip 89102

Signature x Terrence K. Rose

Print Name JOHN HOLTEN Address 2913 LAMBERTSON WAY Zip 89102

Signature x John Holten

**RICHFELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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2006 NOV 13 A 10:15

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Print Name TRAVIS E. DOOLIN Address 3008 PIEDMONT Zip 89102

Signature x Travis E. Doolin

Print Name Frances Sheely Address 2840 Milo Way Zip 89102

Signature x Frances Sheely

Print Name YOLANDA C SOTENSEN Address 2713 ALCOA AVE Zip 89102

Signature x Yolanda Chen

Print Name JOEL CASTILLO Address 2713 ALCOA AVE Zip 89102

Signature x Joel Castillo

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

Signature x John A. Tobler

Print Name Phil Reis Address 3020 Piedmont Ave Zip 89102

Signature x Philip Reis

Print Name Allan C. Fair Address 2800 Alcoa Ave Zip 89102

Signature x Allan C. Fair

Print Name Steven Dean Address 2912 Milo Way Zip 89102

Signature x Steven Dean

LV, NV

2006 NOV 13 A 10:15
CITY CLERK
RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031

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Print Name Mary Earl Address 3105 Merritt Zip 89102
Signature x Mary Earl

Print Name Wilson, Coriiss Address 3012 Merritt Ave Zip 89102
Signature x Coriiss R. Wilson

Print Name C. MCB Address 3005 Alcoa Ave Zip 89102
Signature x Charles McBride

Print Name Miguel Paraza Address 2521 Richfield Blvd Zip 89102
Signature x Miguel

Print Name FRANCISCA O. LLAVE Address 2529 Richfield Blvd Las Vegas NV. Zip 89102
Signature x F. Llave

Print Name ESTEBAN HERNANDEZ Address 2525 RICHFIELD BL Zip 89102
Signature x Esteban Hernandez

Print Name Ace Alderette Address 3001 Merritt Ave Zip 89102
Signature x Ace Alderette

Print Name VAZQUEZ, JUAN Address 3020 Merritt Zip 89102
Signature x Juan Vazquez

**RICHFELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print

Name Delilah Ascencio Address 3009 wilmingtong way Zip 89102

Signature x Delilah Ascencio

Print

Name P. SANNAZZO Address 3004 Roseville Zip 89102

Signature x P. Sannazzo

Print

Name Marisa Deresz Address 3001 Piedmont Ave Zip 89102

Signature x Marisa Deresz

Print

Name ELABO FINE Address 301 wilmingtong way Zip 89102

Signature x

Print

Name ARELT FINE Address 301 wilmingtong way Zip 89102

Signature x

Print

Name MARIA N HARVEY Address 3000 ROSEVILLE Zip 89102

Signature x M. Harvey

Print

Name MR. FRED HARVEY Address 3000 ROSEVILLE Zip 89102

Signature x F. Harvey

Print

Name TESHOME MENGISTU Address 3005 PIEDMONT AVE. Zip 89102

Signature x

RECEIVED
CITY CLERK

RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

2006 NOV 13 A 10:16

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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name Adriane S. DE Oliveira Address 3209 W. Merritt Zip 89102

Signature x Adriane S. de Oliveira

Print Name Antonio de Oliveira Address 3209 Merritt Zip 89102

Signature x Antonio de Oliveira

Print Name Katherine Martin Address 2801 Alcoa Ave LVN Zip 89102

Signature x Katherine Martin

Print Name GILBERTES ANCHER Address ✓ Zip ✓

Signature x ✓

Print Name Jorge Mayorga Address 2824 Northam St. Zip 89102

Signature x Jorge Mayorga

Print Name Melini Fiso Address 2904 Richfield Blvd Zip 89102

Signature x Melini Fiso

Print Name MARIA Soto Address 2828 Richfield Zip 89102

Signature x Maria Soto

Print Name Diana A Rhebok Address 2812 Richfield Zip 89102

Signature x Diana A. Rhebok

RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

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Print Name Arlene Jorgensen Address 2912 Jantown Zip 89102

Signature x Arlene Jorgensen

Print Name Andrés Ibarra Address 2800 Northam St Zip 89102

Signature x Andrés Ibarra

Print Name Jose Mayorga Address 2804 Northam St Zip 89102

Signature x Jose Mayorga

Print Name Luis ANSON Address 2808 Northam Zip 89102

Signature x Luis Anson

Print Name William W Votaw Address 2820 Northam Zip 89102

Signature x William W. Votaw

Print Name Robert STANFORD Address 2820 Northam Zip 89102

Signature x Robert Stanford

Print Name Siu C. LEG Address 2824 Northam St Zip 89102

Signature x Siu C. L.

Print Name Candace Johnson Address 2828 Northam St Zip 89102

Signature x Candace Johnson

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CITY CLERK**
**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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Print Name Luis M. Rodriguez Address 2832 Northam St. Zip 89102

Signature x Luis Rodriguez

Print Name John Maguire Address 3021 Milo Way Zip 89102

Signature x John Maguire

Print Name Rail Rodriguez Address 2821 Northam St Zip 89102

Signature x Rail Rodriguez

Print Name EVAN J. PAUL Address 2813 NORTHAM ST Zip 89102

Signature x Evan J. Paul

Print Name Larry Willien Address 2805 Northam Zip

Signature x Larry Willien

Print Name JOSE FARIAS Address 2705 NORTHAM Zip 89102

Signature x Jose Farias

Print Name J. M. Jennifer M. Daly Address 2705 Northam St Zip 89102

Signature x J.M. Daly

Print Name Luis Avellano Address 2701 Northam St. Zip 89102

Signature x Luis Avellano

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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Print
Name Joseph C. HUDSON Address 2832 MILO Way Zip 89102
Signature x Joseph C Hudson

Print
Name Leonardo A. Gaetos Address 2841 Milo Way Zip 89102
Signature x [Signature]

Print
Name Jose ORTIZ Address 2849 milo way Zip 89102
Signature x [Signature]

Print
Name Derek Stevens Address 2901 Milo Way Zip 89102
Signature x [Signature]

Print
Name Angela Perez Address 2905 MILO Way Zip 89102
Signature x [Signature]

Print
Name Pedro Solano Address 2909 MILO WAY Zip 89102
Signature x [Signature]

Print
Name Betty SELBY Address 3017 W JAMESTOWN Zip 89102
Signature x Betty Selby

Print
Name Jon HOLTEN Address 2913 JAMESTOWN Way Zip 89102
Signature x JON E HOLTEN

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

RECEIVED
2006 NOV 13 A 10: 16

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Print Name Elsie Serpas Address 2908 Jamestown Zip 89102

Signature x [Signature]

Print Name Maria LeRios Address 2904 Jamestown Way Zip 89102

Signature x [Signature]

Print Name Cecilia Valdes Address 2840 Jamestown Zip 89102

Signature x Cecilia Valdes

Print Name Armando Valdes Address 2840 Jamestown Way Zip 89102

Signature x Armando Valdes

Print Name FAY Feldman Address 2836 Jamestown Way Zip 89102

Signature x Fay Feldman

Print Name GARY DOD, Jr. Address 2832 JAMESTOWN WAY Zip 89102

Signature x [Signature]

Print Name Jean M Riley Address 2828 Jamestown Zip 89102

Signature x Jean M Riley

Print Name Steve Patterson Address 2845 JAMESTOWN WAY Zip 89102

Signature x S. Patterson

**RECEIVED
CITY CLERK**
**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

2006 NOV 13 A 10: 14

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Print Name DAVID STROUD Address 2905 MERRITT AVE Zip 89102

Signature x David Stroud

Print Name R. Lynn Glaser Address 2904 Merritt Ave Zip 89102

Signature x R. Lynn Glaser

Print Name Geray Rougey Address 2901 Merritt Ave Zip 89102

Signature x Geray Rougey

Print Name Glenn Higgins Address 2900 Merritt Zip 89102

Signature x Glenn Higgins

Print Name Thelma P. Rosales Address 2908 Merritt Ave Zip 89102

Signature x Rosales

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

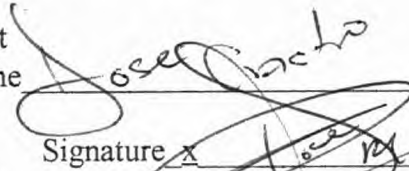
Signature x _____

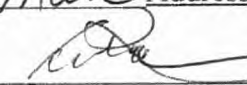
RECEIVED
CITY CLERK
**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

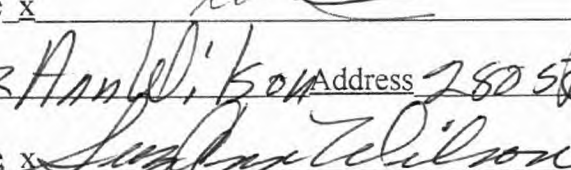
2006 NOV 13 A 10:16

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Print Name Jose G. G. G. Address 2129 Alcon Ave Zip 89102
Signature x 

Print Name Mok Wai Man Address 2808 Richfield Blvd Zip 89102
Signature x 

Print Name Suzanne Wilson Address 2805 Richfield Zip 89102
Signature x 

Print Name MASARELI CISNEROS L. Address 2513 Richfield Zip 89102
Signature x 

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

RECEIVED
CITY CLERK

2006 NOV 13 AM 10:11

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We, the residents of the Richfield Neighborhood, ask that the City Council deny the request for rezoning, ZON-15031.

Print Name JEAN MARIE BERRY Address 2909 JAMESTOWN WAY Zip 89102

Signature x Jm Berry

Print Name Melton A Berry Address 2909 Jamestown Zip 89102

Signature x Melton A Berry

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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- 2006 NOV 13 A. 10:16
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Print Name Juan Martinez Address 3000 PIEDMONT Zip 89102

Signature x Juan Martinez

Print Name Javier Sanchez Address 3000 PIEDMONT Zip 89102

Signature x Javier Sanchez

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

**KUMMER
KAEMPFFER**

**KUMMER KAEMPFFER BONNER
RENSHAW & FERRARIO**

ATTORNEYS AT LAW

LAS VEGAS OFFICE

STEPHANIE H. ALLEN

sallen@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 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: 702.693.4280
Fax: 702.939.8457

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

November 14, 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
3100 Meade, LLC**

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 November 15, 2006 until December 6, 2006.

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

Sincerely,

KUMMER KAEMPFFER BONNER RENSCHAW & FERRARIO


Stephanie H. Allen

SHA/mlt

cc: Jeanne Maust & Robin Munier (via fax: 382-8558)

2006 NOV 14 P 4:08
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CITY CLERK

... after final agreement

Date 11/14/08 Item #93 + 94



265648_1.DOC

11954.4

**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, L.L.C., 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 \$60.00

(d) Monthly Trash Surcharge \$ N/A

NOTICE ADDRESSES:
NOTICE TO LANDLORD:
Harsch Investment Properties - Nevada, L.L.C.
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, L.L.C.
an Oregon limited liability company

By: Keetha Williams
Name: Keetha Williams
Its: Regional Leasing Director

Tenant
Champion Designs LLC, dba Champion Vinyl Products

By: Lucretia G. Corral
Lucretia G. Corral, President
By: Jason A. Randall
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 (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 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.

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 herein, 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 of 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 F 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 it 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 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 (i) if 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 F. 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.

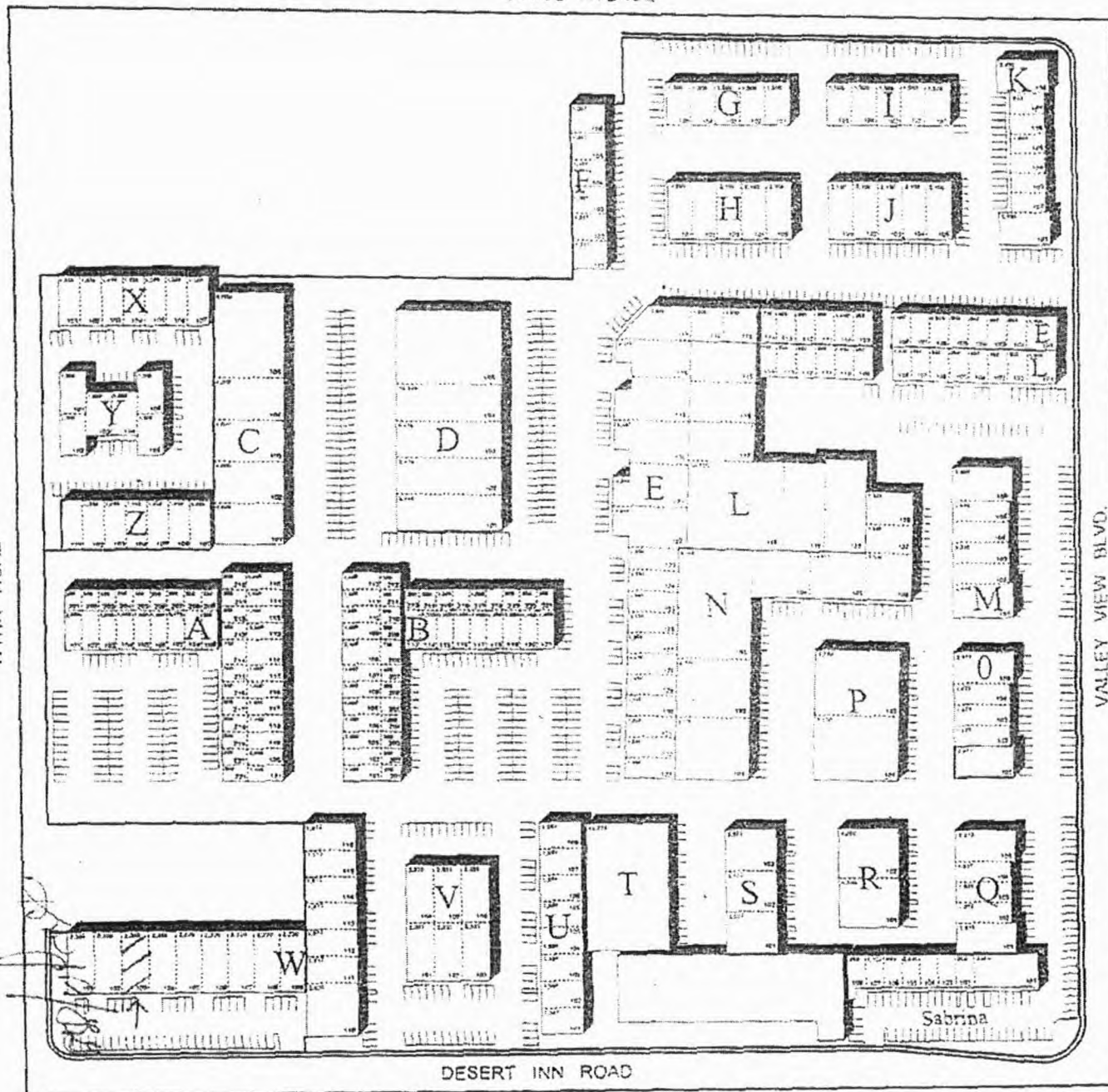
23. **Further provisions, if any, are contained in Exhibit F, attached hereto.**

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



LOCATION ONE BUSINESS PARK

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

PARCEL NUMBER:
152D7502013

PARCEL MAP FILE:
#10, PG. 23
Y21 R61 SECTION 7

ZONE M-1

VALLEY VIEW BLVD.

DESERT INN ROAD

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 (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 (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: NOVEMBER 15, 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.

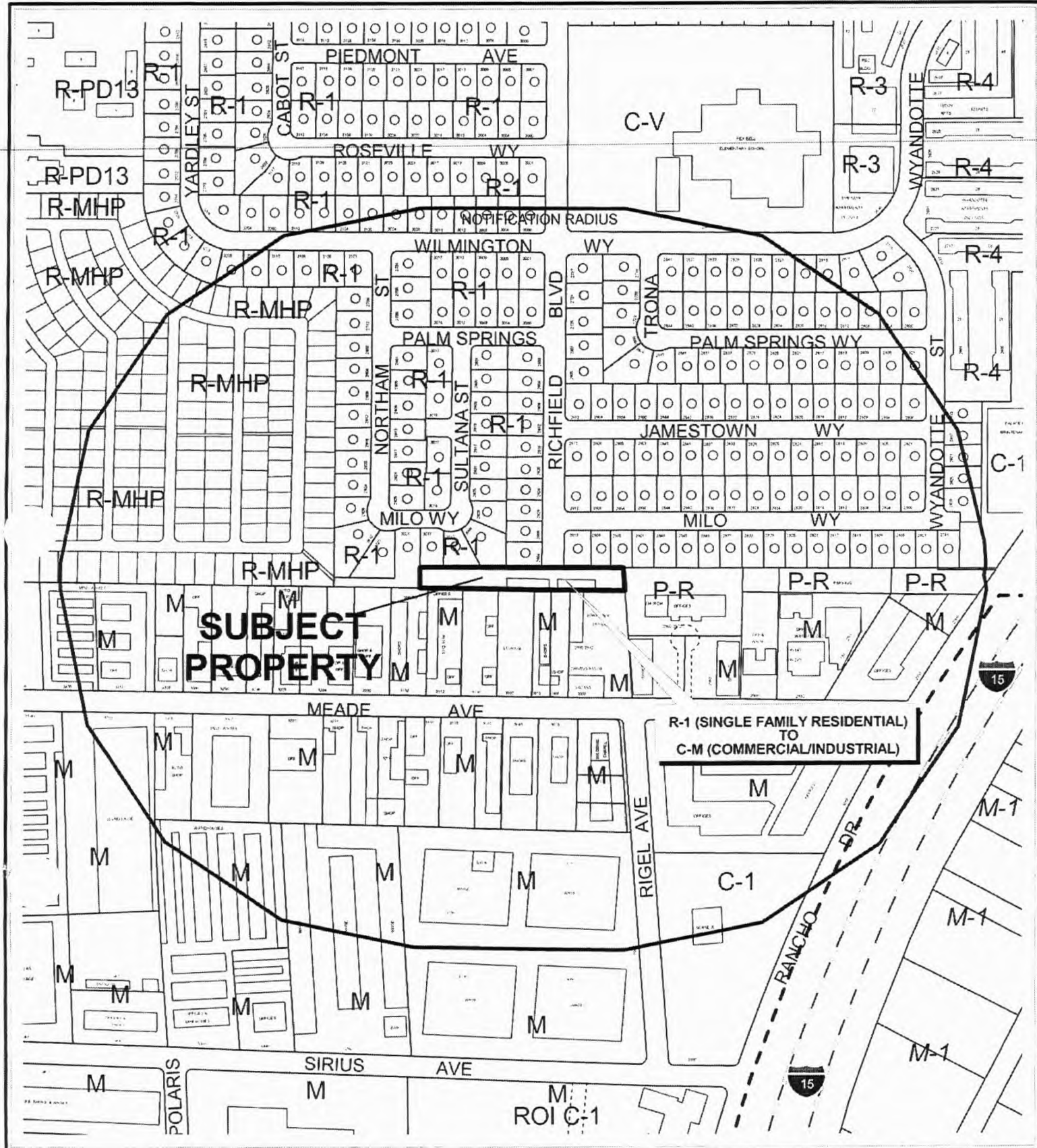
BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Protest petition with 31 signatures
6. Submitted after final agenda - Abeyance request by Attorney Stephanie Allen
7. Backup referenced from the 08-24-06 Planning Commission meeting Item 43

Motion made by GARY REESE to Strike Item 73 [4401 Cory Place]; HOLD IN ABEYANCE Item 85 [ZON-13896], Item 86 [VAR-13900], Item 87 [SUP-13902], Item 88 [SUP-13903] and Item 89 [SDR-13904] to 01/17/2007; Item 93 [ZON-15031], Item 94 [SDR-15030] and Item 101 [SUP-15347] to 12/06/2006; and Item 102 [SDR-15747] to 12/20/2006; TABLE Item 90 [ZON-14344], Item 91 [VAR-15323] and Item 92 [SDR-14353]; and WITHDRAW THE APPEAL of Item 116 [SUP-16483]

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1

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



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: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

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

THIS ITEM WAS HELD IN ABEYANCE FROM THE OCTOBER 18, 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?

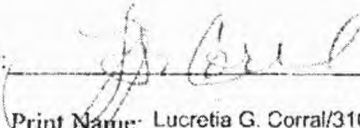
_____ Yes _____ ☒ No

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): _____

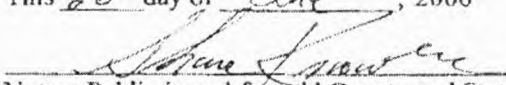
APN: _____

Signature of Property Owner: 

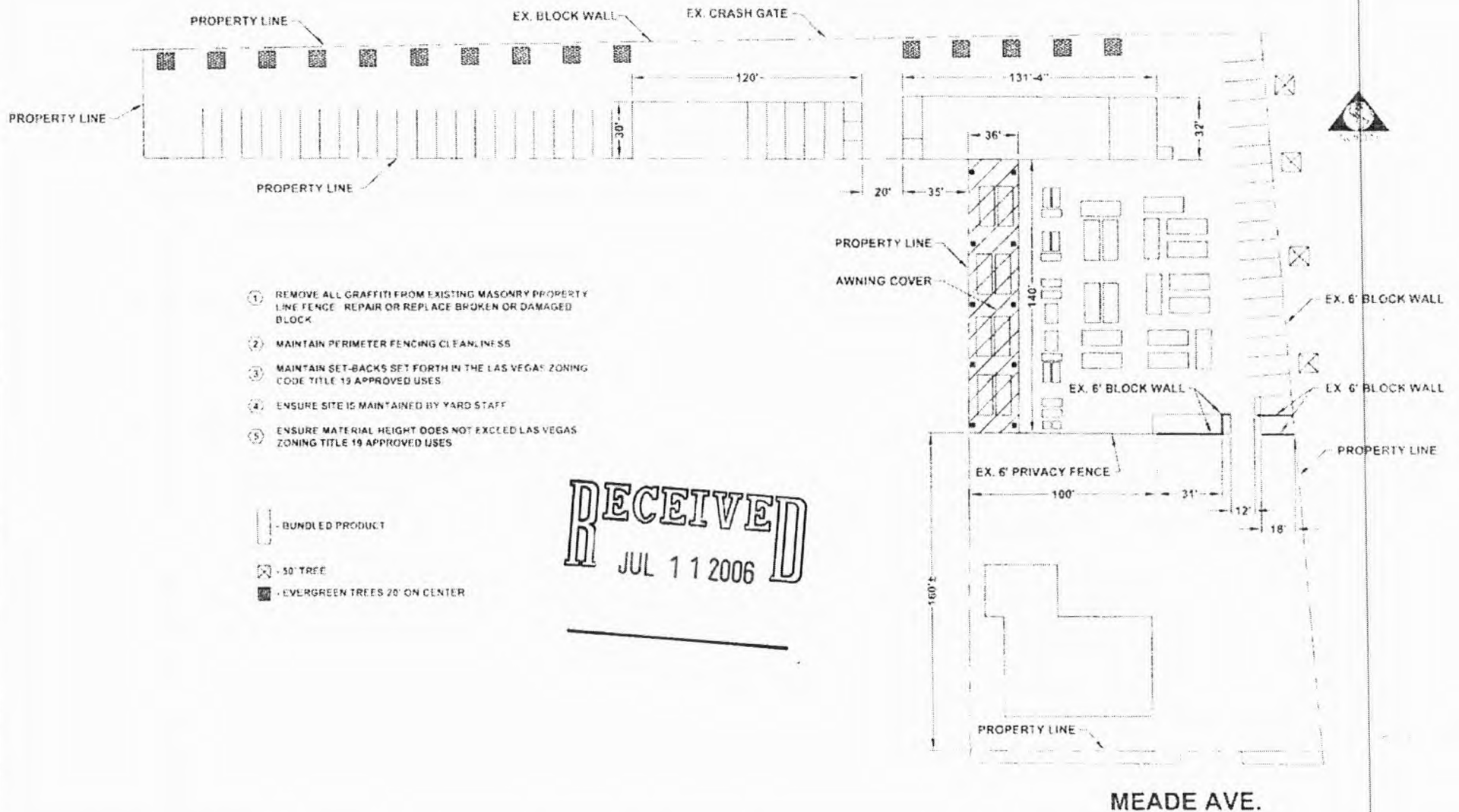
Print Name: Lucretia G. Corral/3100 Meade LLC

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
SCALE: 1/4" = 1'-0"



GROUND FLOOR PLANS
SCALE: 1/4" = 1'-0"



2nd FLOOR PLAN
SCALE: 1/4" = 1'-0"

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Champion Vinyl Products
Las Vegas, NV



FRONTLINE group



architecture studio

SDR-15030
08/24/06 PC



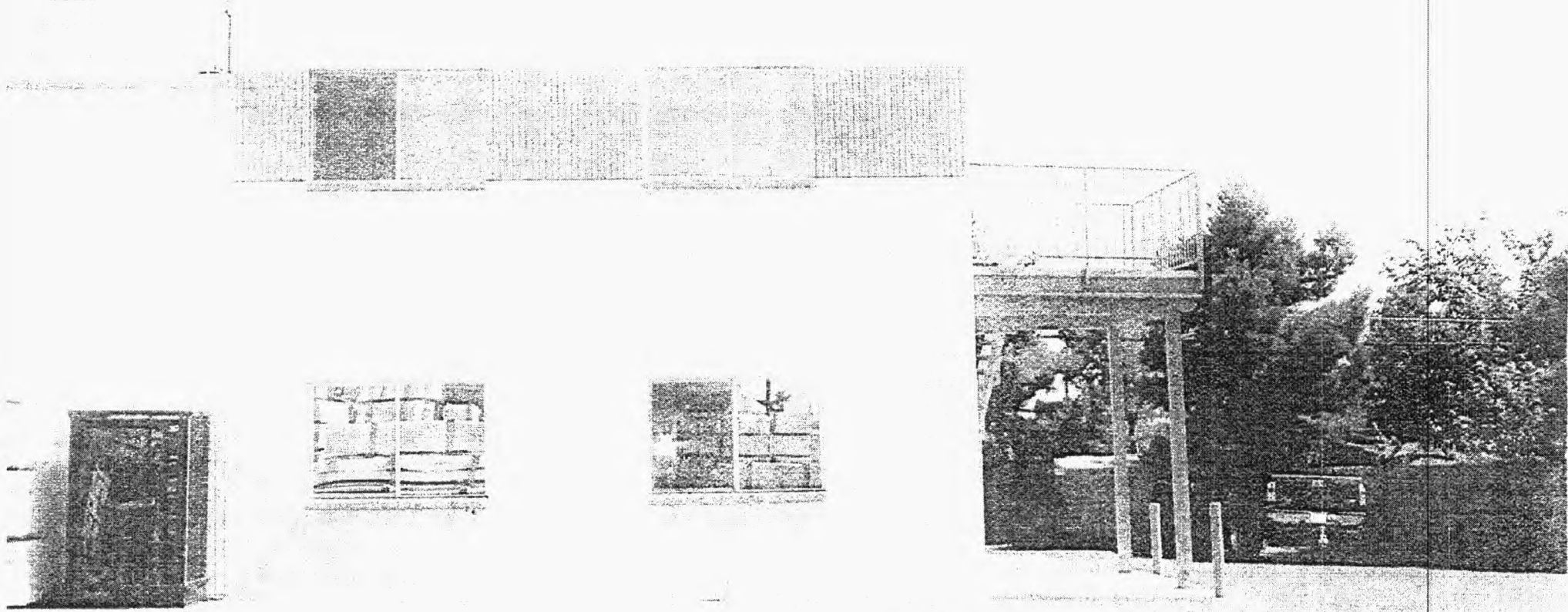
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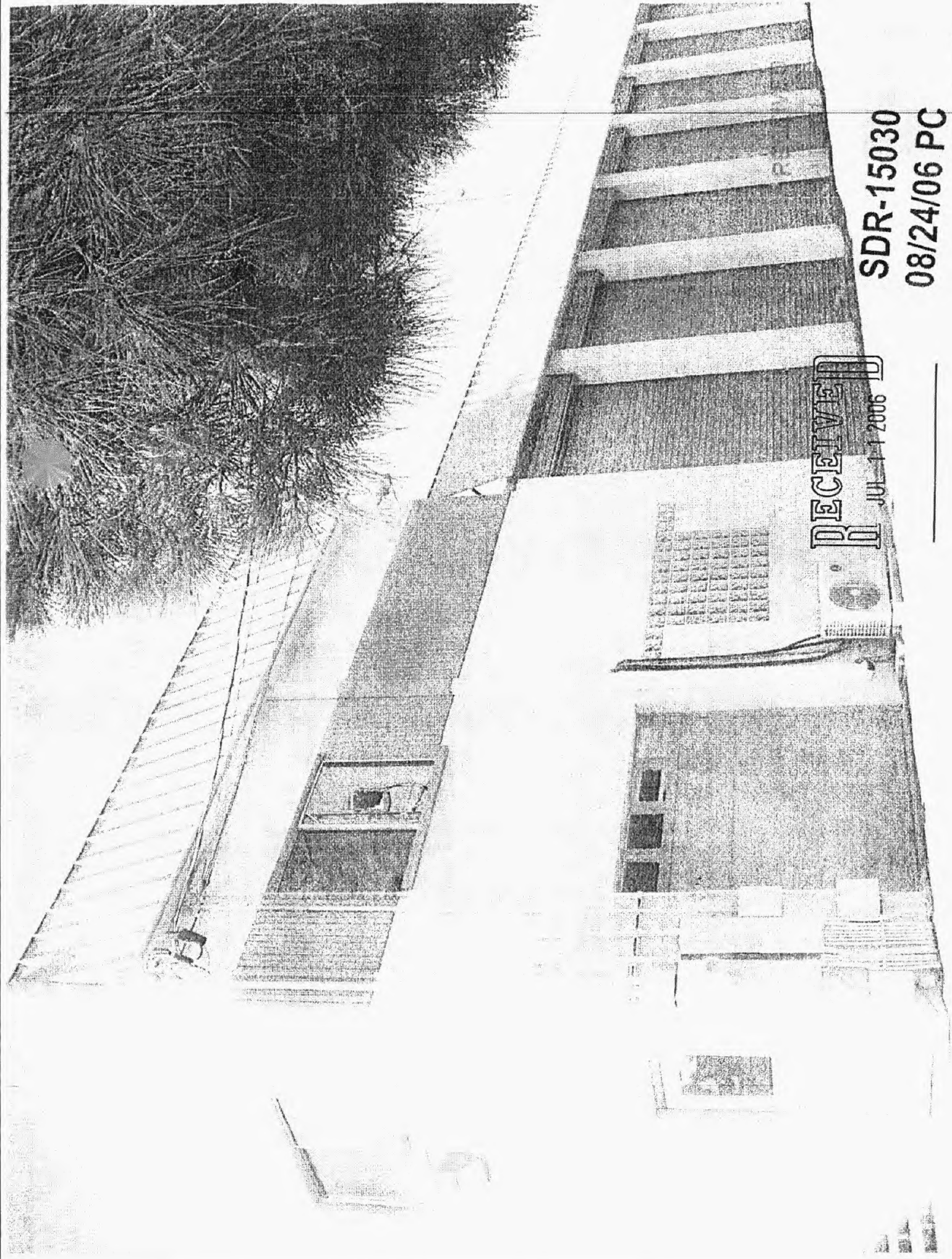
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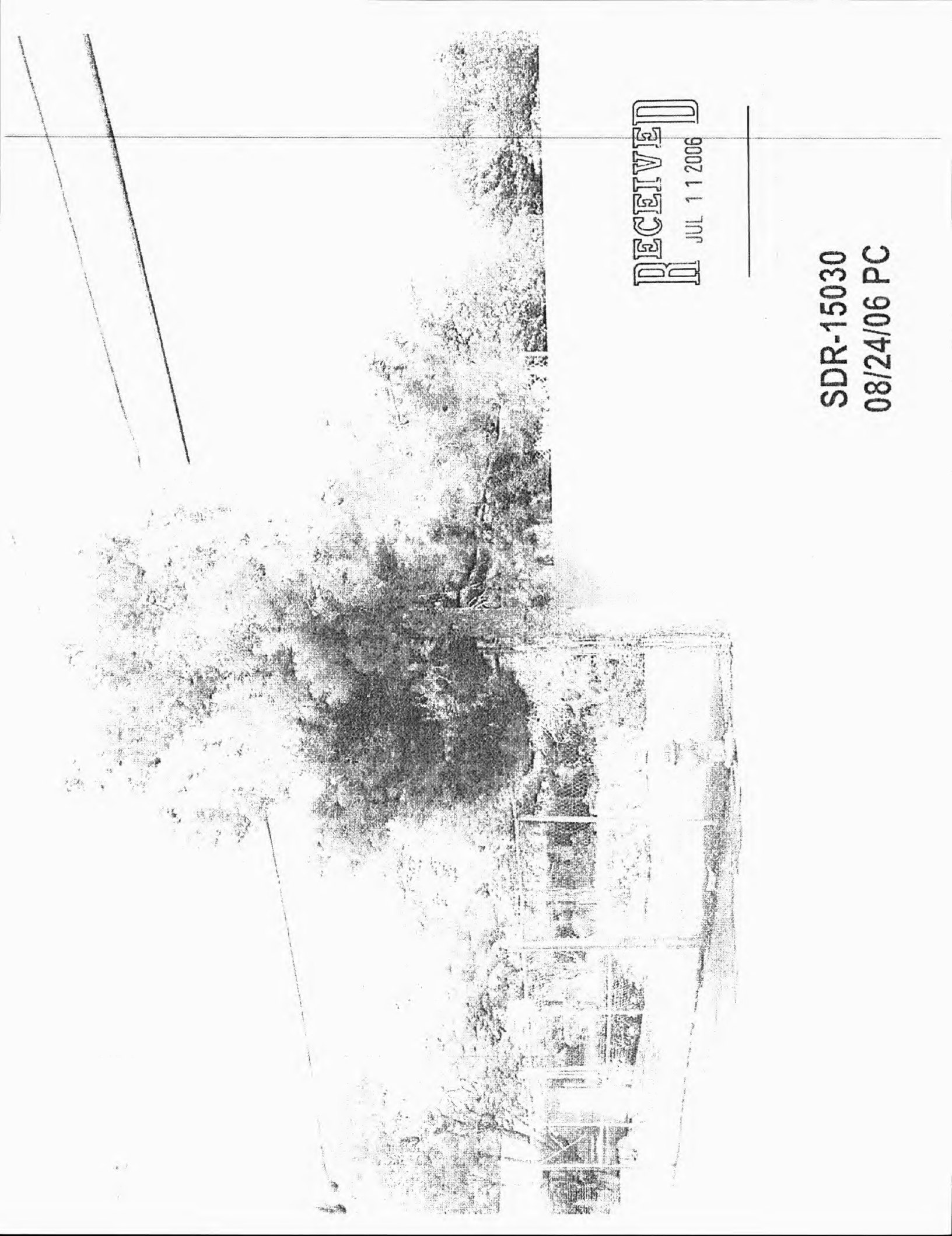


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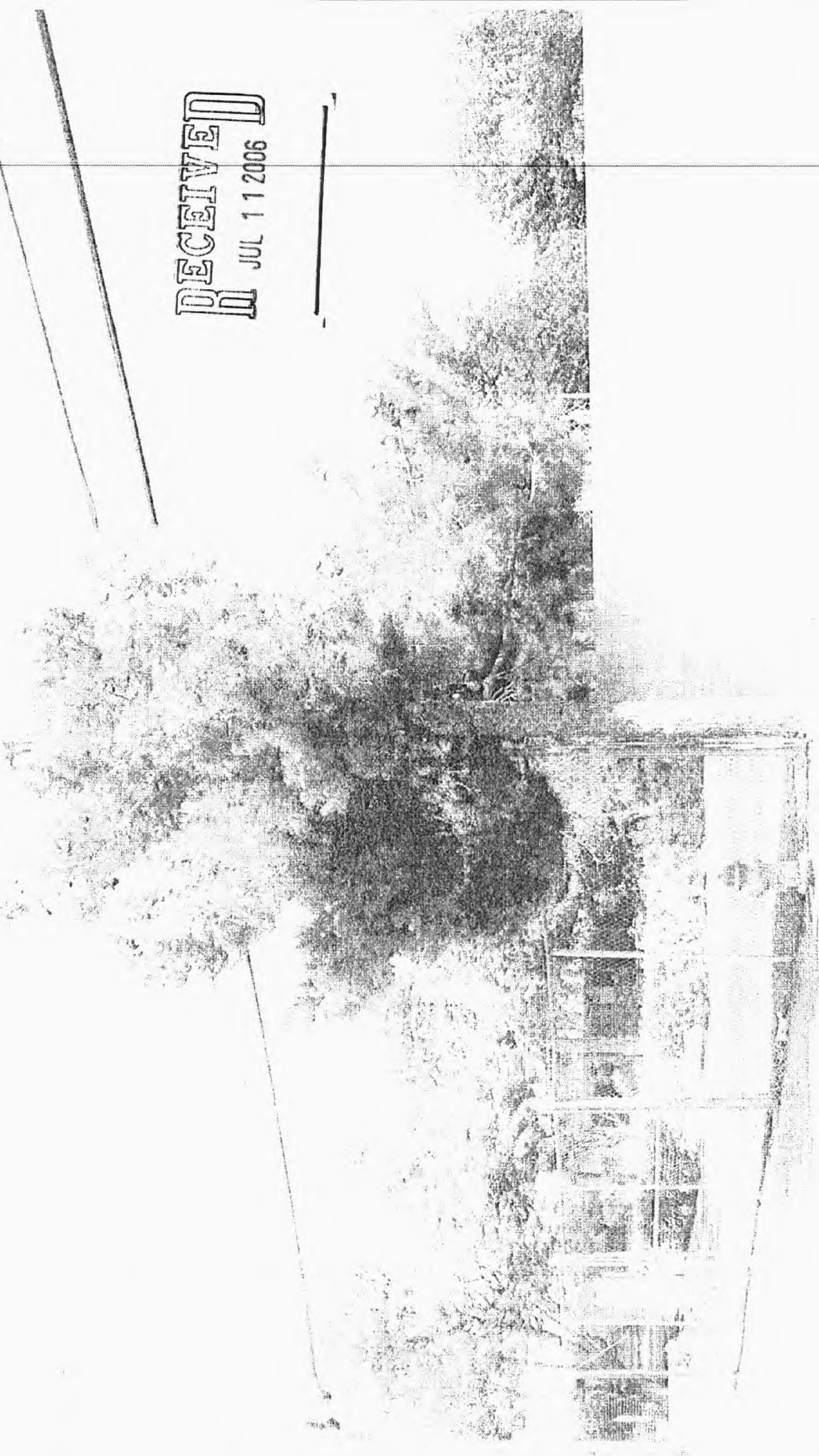
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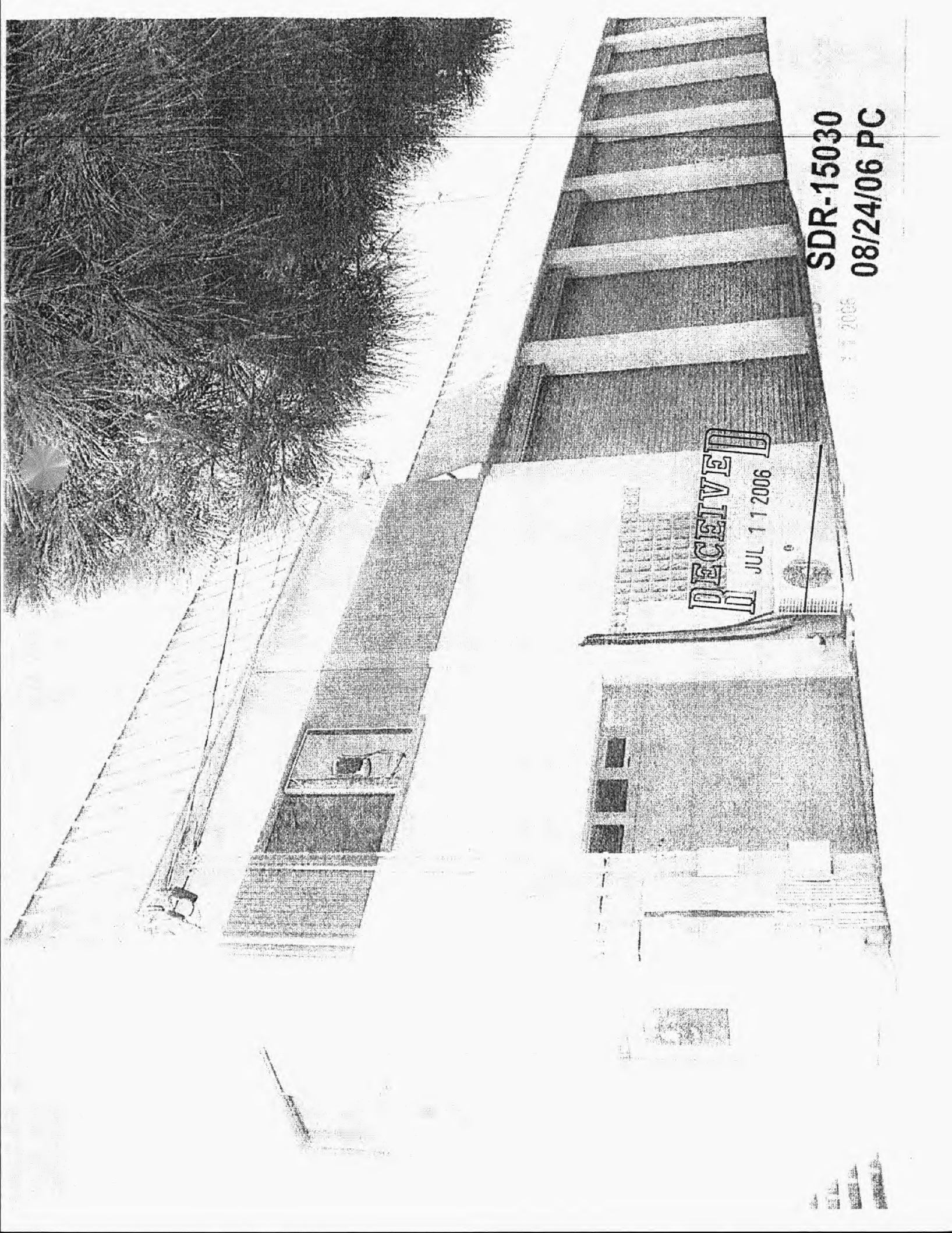
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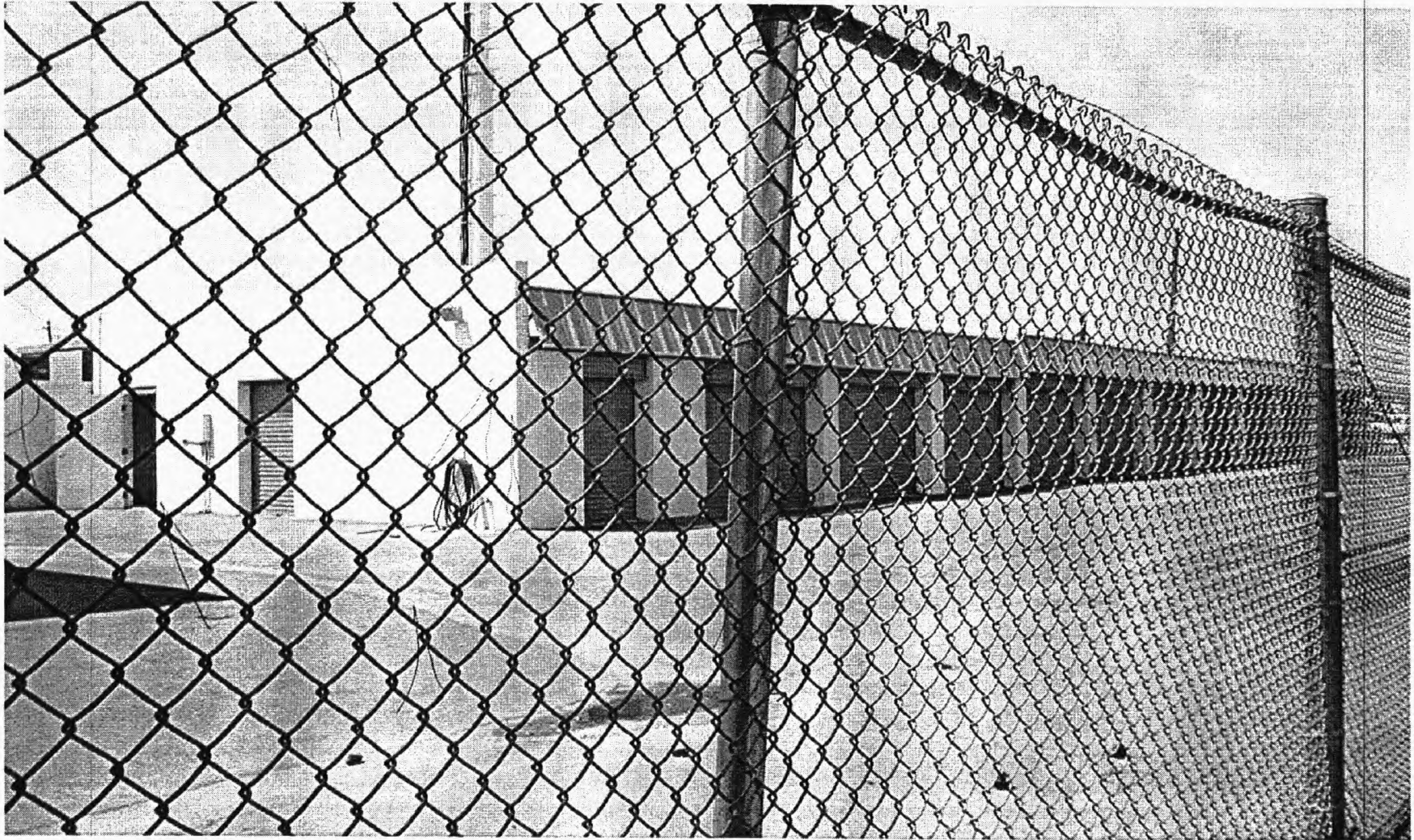
SDR-15030
08/24/06 PC

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			0.98	9
(heaviest 60 minutes)				
Existing traffic on all nearby streets: counts not available for Meade				
Valley View Avenue				
Average Daily Traffic (ADT)	39,003			
PM Peak Hour	3120			
(heaviest 60 minutes)				
Rancho Drive				
Average Daily Traffic (ADT)	6,972			
PM Peak Hour	558			
(heaviest 60 minutes)				
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



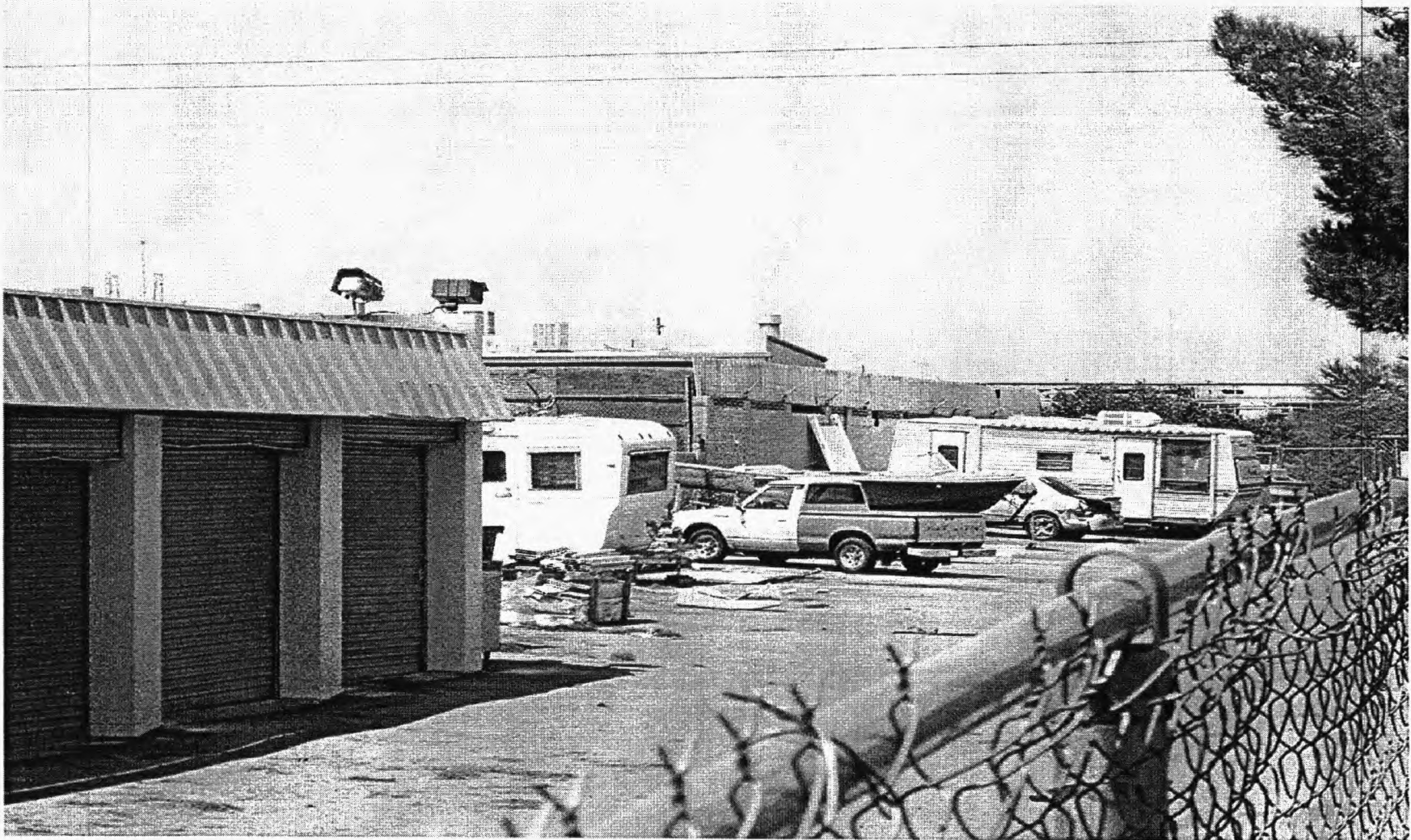
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07/26/06



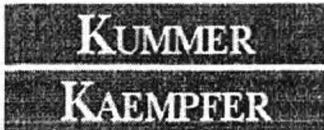
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07/26/06



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 BONNER
RENSHAW & FERRARIO

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE

acceleste@kfb.com
702.595.4111

July 11, 2006

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JUL 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 Mile 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 RENSHAW & FERRARIO

Anthony J. Celeste

AJC:dmf

SDR-15030
08/24/06 PC



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 John A. Tobler

Name Steven E. Deard Address 2912 Milo Way Zip 89102
Signature Steven E. Deard

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

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

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

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

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

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

Protest

Submitted after final agenda

Date 9/18/06 Item #111

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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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Print Name HANS MANAGO 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 HOFMEIS Address 2020 MILO WAY Zip 89102

Signature [Signature]

Name Alexandria Huidec Address 2829 Milo way Zip 89102

Signature Alexandra Huidec

Name Maria Aldaba Address 2829 MILO WAY Zip 89102

Signature Maria Y. Aldaba

Name Greg D. Hansen Address 3024 Roseville way Zip 89102

Signature [Signature]

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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 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 Joe Ortiz Address 2849 Milo Zip 89102

Signature Joe 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 Keady Address 2805 Milo Zip 89102

Signature Christin Keady

Name Angela A. Vallejos Address 2816 Milo Zip 89102

Signature Angela A. Vallejos

Name Brenda Vallejos Address 2816 Milo Zip 89102

Signature Brenda Vallejos

4

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

2006 SEP 18

Residents living on the south end of Richfield Avenue and on
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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 DONALD SHEELY Address 2840 MILO WAY Zip 89102

Signature Donald Sheely

Name FRANCIS SHEELY Address 2840 MILO WAY Zip 89102

Signature Francis Sheely

Name Clara / 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
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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

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

ATTORNEYS AT LAW

LAS VEGAS OFFICE

STEPHANIE H. ALLEN

sallen@kkbrf.com
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Tel: 702.792.7000
Fax: 702.798.7181RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3962SUMMERLIN OFFICE
3425 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89129
Tel: 702.693.4260
Fax: 702.939.8457CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.882.1311
Fax: 775.882.0257

November 14, 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
3100 Meade, LLC**

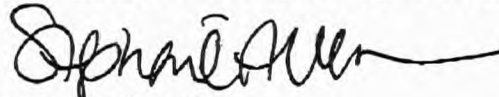
Dear Ms. Ronemus:

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 November 15, 2006 until December 6, 2006.

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

Sincerely,

KUMMER KAEMPFER BONNER RENSCHAW & FERRARIO



Stephanie H. Allen

SHA/mlt

cc: Jeanne Maust & Robin Munier (via fax: 382-8558)

2006 NOV 14 P 4: 08
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Date 11/14/08 Item #93+94

11954.4

**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 \$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: Kerina Williams
Name: Kerina Williams
Is: Regional Leasing Director

Tenant
Champion Designs LLC, dba Champion Vinyl Products

By: Lucretia G. Corral
Lucretia G. Corral, President
By: Jason A. Randall
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 (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 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.

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 hereon, 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 of 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 untenantable 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 untenantable 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 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 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 (i) if 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.

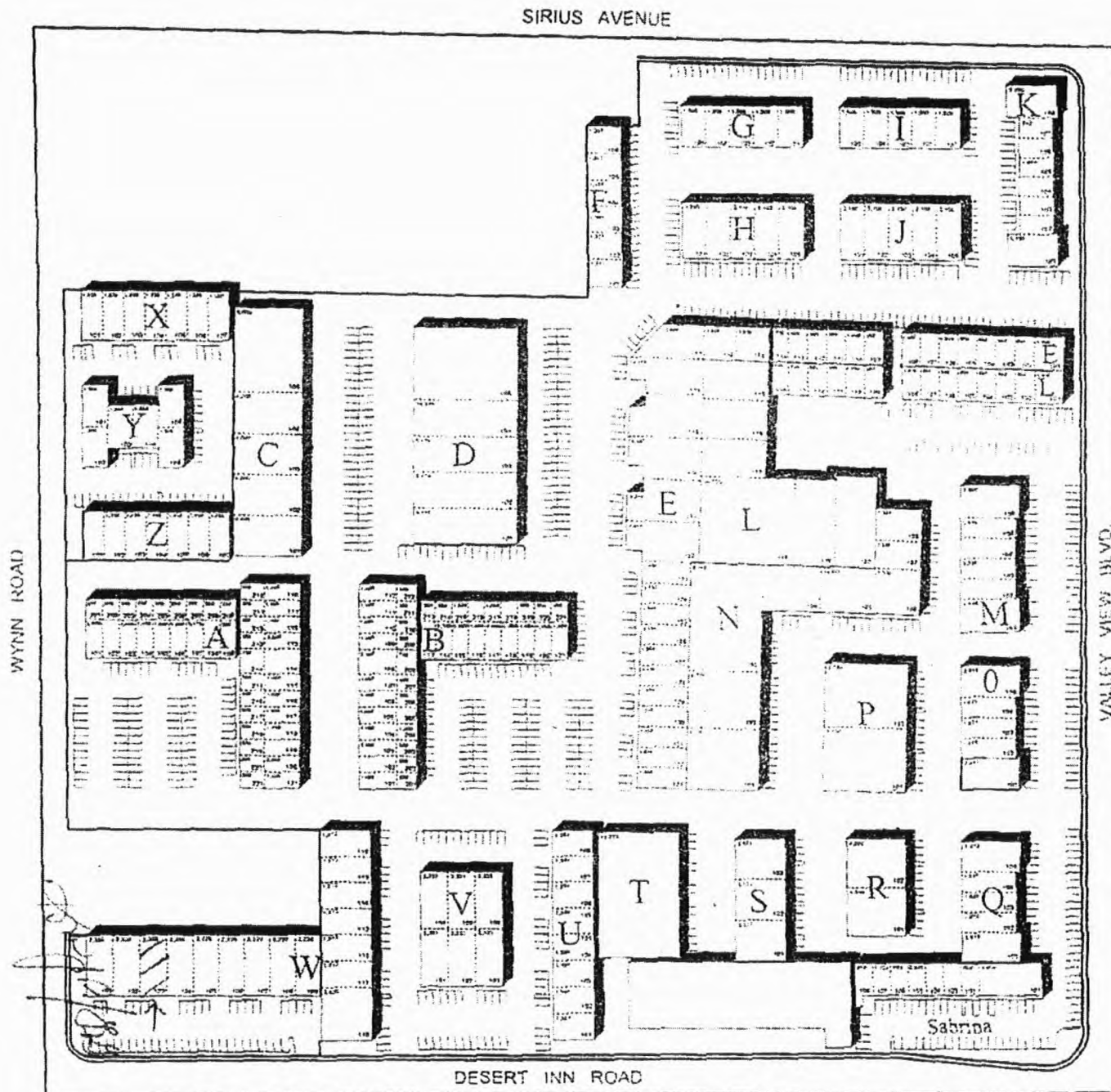
21.6 **Miscellaneous** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby. This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision 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 I. 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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LOCATION ONE BUSINESS PARK

SITE ADDRESS:
4580 WEST DESERT INN ROAD
3111 SOUTH VALLEY VIEW BLVD
LAS VEGAS, NV 89102

PARCEL NUMBER:
15207502017

PARCEL MAP FILE:
#10, PG. 23
V21 R01 SECTION 7

ZONE: M-1

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 (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 (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: NOVEMBER 15, 2006

DEPARTMENT: PLANNING & DEVELOPMENT
DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:
REZONING

ZON-15371 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: SCA DESIGN - OWNER: HILLBILLY ACRES, ET AL - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 1.69 acres adjacent to the west side of Paniflow Street, approximately 100 feet south of Harris Avenue (APNs 139-25-410-019, 021, 023, 024 and 025), Ward 3 (Reese). The Planning Commission (6-1 vote) and staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (6-1 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. Submitted at meeting - Elevation design and aerial map

Motion made by GARY REESE to Approve subject to conditions and amending Condition 3 as read into the record:

3. Construct half-street improvements, including appropriate overpaving, on Paniflow Street and Mcknight Street adjacent to this site and Assessor's Parcel Number 139-25-410-020 concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

Passed For: 6; Against: 0; Abstain: 1; Did Not Vote: 0; Excused: 0

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

CITY COUNCIL MEETING OF: NOVEMBER 15, 2006

Minutes:

Under Items 82-84, MAYOR GOODMAN disclosed that he would abstain from voting, as he and Attorney Jay Brown own property on West Charleston Boulevard.

MAYOR GOODMAN declared the public hearing open.

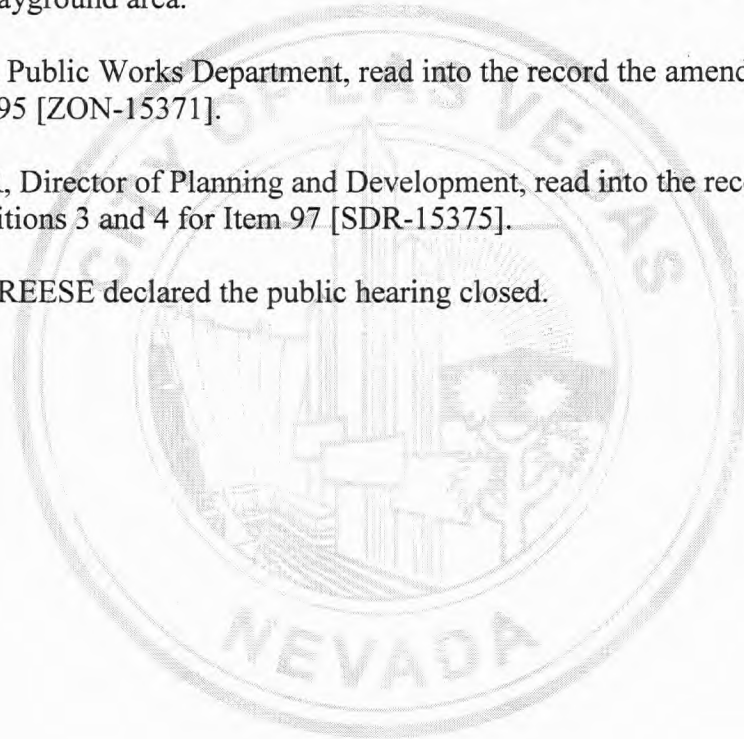
ATTORNEY JAY BROWN, 520 South Fourth Street, along with SHELDON COHEN, Architect, 921 American Pacific Drive, appeared on behalf of the applicant.

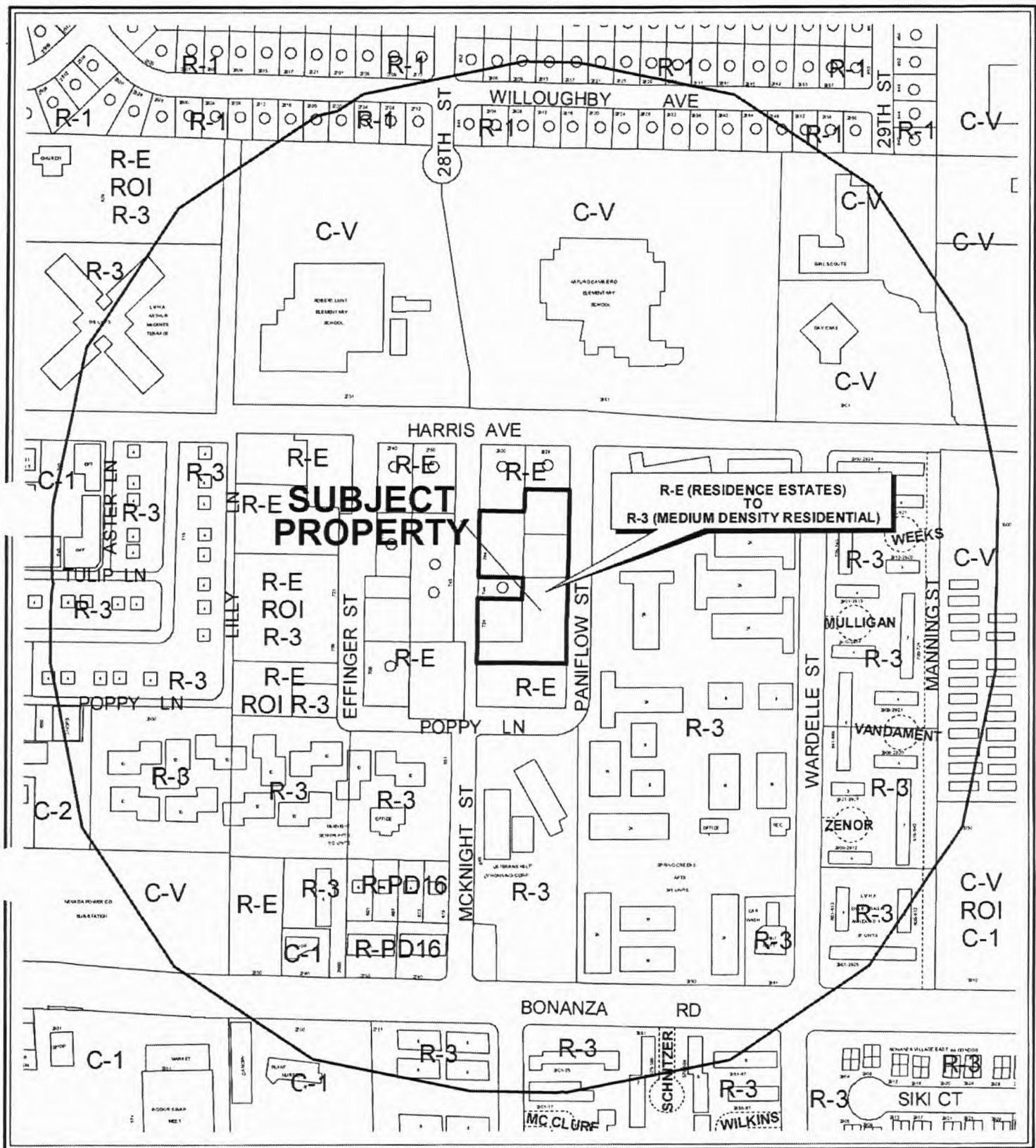
MR. COHEN submitted revised elevations and summarized the changes, which included a proposed 36 two-story units, modified setbacks, relocated trash enclosures and interior landscaping with a playground area.

BART ANDERSON, Public Works Department, read into the record the amendment to Condition 3 for Item 95 [ZON-15371].

MARGO WHEELER, Director of Planning and Development, read into the record the amendments to Conditions 3 and 4 for Item 97 [SDR-15375].

MAYOR PRO TEM REESE declared the public hearing closed.





CASE: ZON-15371

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)



AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ZON-15371 - APPLICANT: SCA DESIGN - OWNER: HILLBILLY ACRES

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 1, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (6-1/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.

Public Works

2. Submit a Reversionary Map for this site or coordinate with the City Surveyor to determine an acceptable mapping method; comply with the recommendations of the City Surveyor.
3. Construct half-street improvements, including appropriate overpaving, on Paniflow Street and Mcknight Street adjacent to this site concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).
4. Extend public sewer in Paniflow Street from Harris Avenue to the southern edge of this site at a size, depth and location acceptable to the Collection System Planning section of the Department of Public Works. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.
5. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the submittal of a Map subdividing this site, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct

such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site. In lieu of constructing improvements, in whole or in part, the developer may agree to contribute monies for the construction of neighborhood or local drainage improvements, the amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits, or the recordation of a Map subdividing this site, whichever may occur first, if allowed by the City Engineer.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Rezoning from R-E (Residence Estates) to R-3 (Medium Density Residential) on 1.69 acres adjacent to the west side of Paniflow Street, approximately 250' south of Harris Avenue. A related Variance (VAR-15373) and Site Development Plan Review (SDR-15375) will be considered concurrently.

EXECUTIVE SUMMARY

The R-3 (Limited Multiple Residence) District is consistent with the M (Medium Density Residential) Master Plan designation of the subject site. A change to R-3 would also be consistent with surrounding multi-family residential uses, and also follow the trend of the area.

BACKGROUND INFORMATION

A) *Related Actions*

- 10/05/06 The Planning Commission recommended denial of companion item VAR-15373 and SDR-15375 concurrently with this application.
- 10/05/06 The Planning Commission voted 6-1/se to recommend APPROVAL (PC Agenda Item #15/ar).

B) *Pre-Application Meeting*

- 07/07/06 At the pre-application meeting, staff informed the applicant of the setback, residential adjacency, and landscaping requirements of the proposed development. Staff also noted that there are parcel lines on this site which will need to be eliminated prior to any construction.

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: 1.69

B) Existing Land Use

Subject Property: Undeveloped
North: Single Family Dwellings
South: Undeveloped
East: Apartments
West: Single Family Dwellings.

C) Planned Land Use

Subject Property: M (Medium Density Residential)
North: M (Medium Density Residential)
South: M (Medium Density Residential)
East: M (Medium Density Residential)
West: L (Low Density Residential)

D) Existing Zoning

Subject Property: R-E (Residence Estate)
North: R-E (Residence Estate)
South: R-E (Residence Estate)
East: R-3 (Medium Density Residential)
West: R-3 (Medium Density Residential)

E) General Plan Compliance

The subject property is located in the Southeast Sector of the General Plan and has a land use designation of M (Medium Density Residential). This designation allows up to 25 units per acre and a variety of multi-family housing options. The proposed zoning of R-3 (Medium Density Residential) is compatible with the land use designation.

SPECIAL DISTRICTS/ZONES	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

F) Density

EXISTING ZONING	PERMITTED DENSITY	PROPOSED ZONING	PERMITTED DENSITY	GENERAL PLAN	PERMITTED DENSITY
R-E	2.0 du/ac for a total of 3.38 units	R-3	25.0 du/ac for a total of 42.25 units	M	25.49 du/ac for a total of 43.08 units

The proposed change in density is in compliance with the general plan designation

ANALYSIS

A) *General Analysis and Discussion*

The purpose of the R-3 (Limited Multiple Residence) District is to provide for the development of a variety of multi-family units such as duplexes, townhouses and medium density apartments. The R-3 (Limited Multiple Residence) District is consistent with the policies of the M (Medium Density Residential) category of the Master Plan. A change to R-3 would also be consistent with surrounding multi-family residential uses, and also follow the trend of the area.

FINDINGS

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

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

The proposed R-3 (Medium Density Residential) zone would be in conformance with M (Medium Density Residential) General Plan designation.

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

The proposed 36-unit multi-family residential project is not compatible with the surrounding area, as it does not meet development standards of Title 19. A revised multi-family project which conformed to Title 19 would be compatible with the surrounding land uses. The surrounding land uses include existing multi-family development to the east and south and proposed multi-family development to the west.

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

The community is in need of affordable housing opportunities. This project will help in providing an affordable product to individuals that could not otherwise afford housing.

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

The proposed development gains access off of Paniflow Street, adjacent to Harris Avenue. These are both standard city streets. The streets surrounding the development will provide adequate access to and from the proposed development.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

11

ASSEMBLY DISTRICT 28

SENATE DISTRICT 2

NOTICES MAILED 61 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON 15371 APN: 139-25-410-025
Name of Property Owner: MARCO A MEXXA
Name of Applicant: SCA DESIGN

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): Marco A. Mancabon

APN: _____

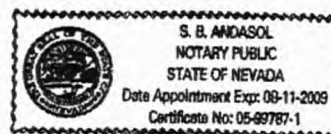
Signature of Property Owner: Mrs. H. H. Hays

Print Name: _____

Subscribed and sworn before me

This 14th day of August, 2006

Notary Public in and for said County and State



VICINITY MAP



R-E ZONING

SQ. FTG. / PARKING CALCULATION

PROJECT FOOTPRINT
SQUARE FOOTAGE: 36 UNITS (96) S.F. EACH - TOTAL 34,668 S.F.
TYPICAL UNIT - 3 BEDROOM / 2 BATH

TOTAL
PARKING REQUIRED: 3 BEDROOM UNIT - 2 SPACES PER UNIT
PLUS 1 SPACE FOR EVERY 6 UNITS
36 UNITS X 2 = 72 PARKING SPACES
36 UNITS / 6 = 6 SPACES
TOTAL PARKING SPACES REQUIRED - 78

PARKING PROVIDED: 79 SPACES
INCLUDES 3 HANDICAP SPACES (1 VAN ACCESSIBLE)

LOT INFO

APN NO. - 139-25-410-020, -021, -022, -023, -024

CURRENT GENERAL PLAN: R (RURAL)
PROPOSED GENERAL PLAN: M (MEDIUM)

CURRENT ZONING: R-E
PROPOSED ZONING: R-3 (20-25 UNITS PER ACRE)

SITE AREA (EST.): 73,500 S.F. - 1.69 ACRES
DENSITY: 24 UNITS PER ACRE

% OF LOT COVERED BY BUILDING: ALLOWABLE 34.5%
N/A

SETBACKS
FRONT: (RESIDENTIAL) 20'-0" REQ'D. 17'-0" PROVIDED
SIDE: (RESIDENTIAL) 5'-0" REQ'D. 5'-0" PROVIDED
SIDE: (RESIDENTIAL) 5'-0" REQ'D. 5'-0" PROVIDED
REAR: (RESIDENTIAL) 20'-0" REQ'D. 17'-0" PROVIDED

LANDSCAPE MATERIAL LEGEND

TREES	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
		QUERCUS LAEVIS	WHITE OAK	12" DIA.	1
		QUERCUS LAEVIS	WHITE OAK	12" DIA.	1
SHRUBS	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
		ATLETA SPINOSA	SPINOSA	5" DIA.	5
		BANANA TREE	BANANA TREE	5" DIA.	1
		BANANA TREE	BANANA TREE	5" DIA.	1
		BANANA TREE	BANANA TREE	5" DIA.	1
		BANANA TREE	BANANA TREE	5" DIA.	1
		BANANA TREE	BANANA TREE	5" DIA.	1
		BANANA TREE	BANANA TREE	5" DIA.	1
		BANANA TREE	BANANA TREE	5" DIA.	1
		BANANA TREE	BANANA TREE	5" DIA.	1
GROUNDCOVER	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
		SPINOSA	SPINOSA	5" DIA.	1
		SPINOSA	SPINOSA	5" DIA.	1
DECORATIVE ROCK	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
		SPINOSA	SPINOSA	5" DIA.	1
		SPINOSA	SPINOSA	5" DIA.	1

PROPOSED MAINTENANCE SHALL OCCUR FOR ALL TREES AND SHRUBS AS PER VEGAS ZONING CODE CHAPTER 10. LANDSCAPE STANDARDS

1. 10" DIA. TREE PER 10' X 10' STREET SIDE

2. 10" DIA. TREE PER 10' X 10' STREET SIDE

3. 10" DIA. TREE PER 10' X 10' STREET SIDE

4. 10" DIA. TREE PER 10' X 10' STREET SIDE

5. 10" DIA. TREE PER 10' X 10' STREET SIDE

6. 10" DIA. TREE PER 10' X 10' STREET SIDE

7. 10" DIA. TREE PER 10' X 10' STREET SIDE

8. 10" DIA. TREE PER 10' X 10' STREET SIDE

9. 10" DIA. TREE PER 10' X 10' STREET SIDE

10. 10" DIA. TREE PER 10' X 10' STREET SIDE

RECEIVED
SEP 15 2006

APARTMENTS
LANDSCAPE PLAN
SITE PLAN

ASI

M ZONING LANDSCAPE ON SITE
ZON-15371 VAR-15373
SDR-15375 REVISED
10/05/06 PC

WALL SECTION
NO SCALE

WALL ELEVATION
NO SCALE



08/14/06

City of Las Vegas

Re: Justification Letter for project located SW of Harris and Paniflow
APN 139-25-410-019, 021, 023, 024, 025

Andy Reed:

The following information is to serve as justification for this project:

Name of proposed project: Paniflow Apartments

Explanation of intent: This Design Review is being submitted for a new apartment complex on said property designed to produce an environment of stable and desirable character consistent with the objectives of Title 19 and existing apartment buildings in the vicinity. The property is adjacent to R-E zoning to the South and West and M zoned property to the North and East. Landscaping will meet conditions identified in Title 19. The apartment building height will be approximately 26'-6" above the finish floor. Exterior finish materials will include sand finish stucco and concrete tile roofing. Lighting fixtures will accent the building and building-mounted lighting will be illuminate the parking areas. No monument signage will be submitted for approval at this time.

These will be the only buildings to be developed on the property, this project will require a zone change from R-E to R-3 . We are requesting a reduction in setback requirements on the East and West sides as well as landscaping reduction. See site plan for parking analysis.

Total acreage: 1.69 acres of site area.
Total number of lots: (5) five lots, (7) seven buildings.

Sincerely,

Sheldon Colen
SCA Design
921 American Pacific Drive, Suite 304
Henderson, NV. 89014
(Phone) 719-2020 (Fax) 719-2024

RECEIVED

AUG 14 2006

**ZON-15371 VAR-15373
SDR-15375 10/05/06 PC
REVISED**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 15, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

VARIANCE RELATED TO ZON-15371

VAR-15373 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: SCA DESIGN - OWNER: HILLBILLY ACRES, LLC, ET AL. - Request for a Variance TO ALLOW A 2 FOOT SIDE YARD SETBACK WHERE A RESIDENTIAL ADJACENCY SETBACK OF 79 FEET 6 INCHES IS REQUIRED, A 3 FOOT FRONT YARD SETBACK WHERE 20 FEET IS REQUIRED, AND 5 FOOT REAR YARD SETBACK WHERE 20 FEET IS REQUIRED on 1.69 acres adjacent to the west side of Paniflow Street, approximately 100 feet south of Harris Avenue (APNs 139-25-410-019, 021, 023, 024, 025). Ward 3 (Reese). The Planning Commission (4-3 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (4-3 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Backup referenced from the 10-05-06 Planning Commission Meeting Item 16

Motion made by GARY REESE to Approve subject to conditions

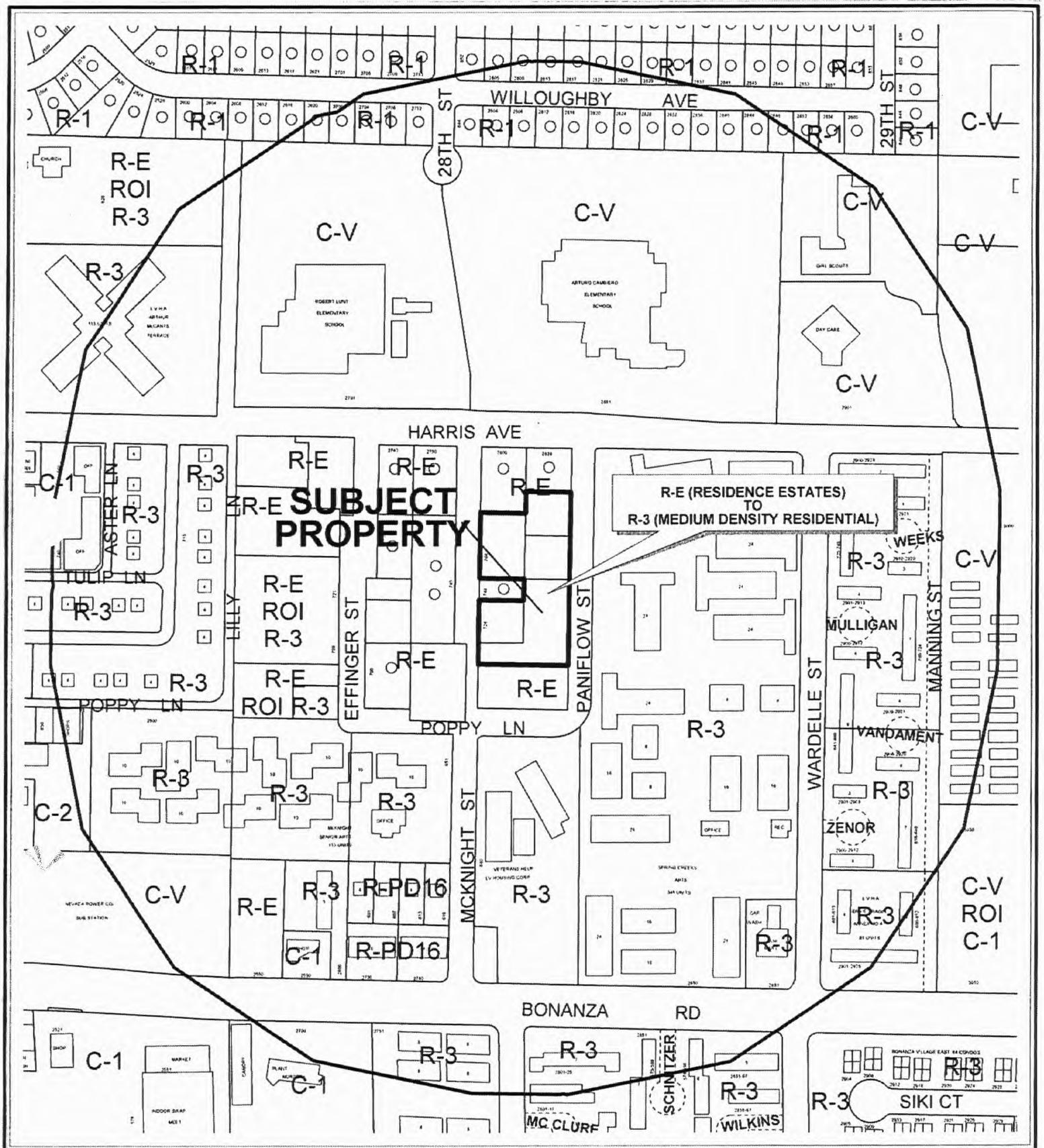
Passed For: 6; Against: 0; Abstain: 1; Did Not Vote: 0; Excused: 0

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

Minutes:

Under Items 82-84, MAYOR GOODMAN disclosed that he would abstain from voting, as he and Attorney Jay Brown own property on West Charleston Boulevard.

See Item 95 for related discussion.



CASE: **VAR-15373**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: VAR-15373 - APPLICANT: SCA DESIGN - OWNER: HILLBILLY ACRES, LLC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 1, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (4-3/ds/se/sd vote) and staff recommend DENIAL.

Planning and Development

1. A Rezoning (ZON-15371) and a Site Development Plan Review (SDR-15375) 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.
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

The applicant has amended this request for Variance and now seeks to allow a five foot side yard setback where a residential adjacency setback of 79 feet 6 inches is required, a 17 foot front yard setback where 20 feet is required, and 17 foot rear yard setback where 20 feet is required on 1.69 acres adjacent to the west side of Paniflow Street, approximately 100 feet south of Harris Avenue. A related Rezoning (ZON-15371) and Site Development Plan Review (SDR-15375) will be considered concurrently.

EXECUTIVE SUMMARY

The proposed multi-family development requests setback reductions in the front and rear yards. Additionally, reductions of the minimum planter widths are requested along three property lines and the buildings as proposed are too close to existing single-family properties to meet Residential Adjacency Standards. All of the inadequacies listed above are not in compliance with the R-3 (Medium Density Residential) development standards. Since the buildings could have been designed to conform to Zoning Code standards, the recommendation is for denial.

BACKGROUND INFORMATION

A) *Related Actions*

- 10/05/06 The Planning Commission recommended denial of companion item SDR-15375 and approval of ZON-15371 concurrently with this application.
- 10/05/06 The Planning Commission voted 4-3/ds/se/sd to recommend DENIAL (PC Agenda Item #16/ar).

B) *Pre-Application Meeting*

- 07/07/06 At the pre-application meeting, staff informed the applicant of the setback, residential adjacency, and landscaping requirements of the proposed development. Staff also noted that there are parcel lines on this site which will need to be eliminated prior to any construction.

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*

Gross Acres: 1.69

B) *Existing Land Use*

Subject Property: Undeveloped
North: Single Family Dwellings
South: Undeveloped
East: Apartments
West: Single Family Dwellings.

C) *Planned Land Use*

Subject Property: M (Medium Density Residential)
North: M (Medium Density Residential)
South: M (Medium Density Residential)
East: M (Medium Density Residential)
West: L (Low Density Residential)

D) *Existing Zoning*

Subject Property: R-E (Residence Estate)
North: R-E (Residence Estate)
South: R-E (Residence Estate)
East: R-3 (Medium Density Residential)
West: R-3 (Medium Density Residential)

E) *General Plan Compliance*

The subject property is located in the Southeast Sector of the General Plan and has a land use designation of M (Medium Density Residential). This designation allows up to 25 units per acre and a variety of multi-family housing options. The proposed zoning of R-3 (Medium Density Residential) is compatible with the land use designation.

<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

ANALYSIS

A) *Zoning Code Compliance*

A1) Development Standards

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

Standards	Required	Requested	Compliance
Min. Lot Size	6500 Square Feet	1.69 Acres	Y
Min. Lot Width	N/A	148 Feet	Y
Min. Setbacks			
Front	20 Feet	17 Feet	N
Side (residential adjacency)	79 Feet 6 Inches	5 Feet	N
Rear	20 Feet	17 Feet	N
Max. Lot Coverage	N/A	28.7 %	Y
Max. Building Height	2 Stories /35 Feet	2 Stories/26 Feet Six Inches	Y*

The apartments proposed for this site do not comply with the Residential Adjacency Standards.

A2) Residential Adjacency Standards

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

- a) Proximity slope. Based on the heights of the buildings, a proximity slope setback of 79 feet six inches is required. One of the buildings is five feet from the side property line and does not comply with this standard.
- b) Building setback. Buildings in the north portion of this site are required to maintain a setback greater than or equal to that of the adjacent R-E zoned property, which is required to have a 10 foot side yard setback. One of the buildings is five feet from the side property line and does not comply with this standard.

A3) Parking and Traffic Standards

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

Uses	Ratio	Required		Provided	
		Parking		Parking	
		Regular	Handicap	Regular	Handicap
36 three-bedroom apartment units	two spaces per unit plus one guest space per unit	78	4	78	4

The proposed development meets the parking requirements of the zoning code.

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	13 Trees	0 Trees
Buffer:			
• Min. Trees			
North	1 Tree/20 Linear Feet	10 Trees	6 Trees
South	1 Tree/20 Linear Feet	10 Trees	6 Trees
East	1 Tree/20 Linear Feet	20 Trees	14 Trees
West	1 Tree/20 Linear Feet	18 Trees	11 Trees
• Min. Zone Width			
North	15 Feet		5 Feet
South	15 Feet		15 Feet
East	10 Feet		7 Feet
West	15 Feet		4 Feet

The proposed development does not meet the landscape standards of the Zoning Code.

B) General Analysis and Discussion

The variances requested are related to setbacks and the residential adjacency requirement. One of the buildings is located five feet from single family properties where 79 feet six inches is required, and the front and rear yard setbacks do not conform to R-3 (Medium Density Residential) standards. The buildings can be designed in a different configuration that allows for compliance with R-3 development standards; therefore, denial is recommended.

FINDINGS

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

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

Additionally, Title 19.18.070L states:

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

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing a structure that is too close to adjacent residential development based on its height. Alternative design and building location would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site’s physical characteristics, it is concluded that the applicant’s hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

11

ASSEMBLY DISTRICT 28

SENATE DISTRICT 2

NOTICES MAILED 75 by City Clerk

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR 15373 APN: 139-25-410-019

Name of Property Owner: BLANKA PEREZ

Name of Applicant: SCA DESIGN

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

Yes

X No

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

City Official: _____

Partner(s): _____

APN: _____

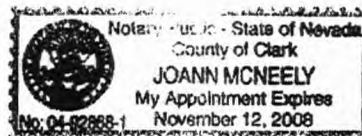
Signature of Property Owner: Blanca F.

Print Name: Blanca Perez

Subscribed and sworn before me

This 3rd day of August, 2006

James M. Miller
Notary Public in and for said County and State



Aug 15 06 09:04a

Sca Design

702 719 2024

р. 3

**PLANNING & DEVELOPMENT DEPARTMENT**

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR 15373 APN: 139-25-410-025

Name of Property Owner: Miguel A MENDOZA

Name of Applicant: SCA DESIGN

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

Yes

X No

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

City Official: _____

Partner(s): _____

APN: _____

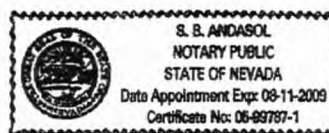
Signature of Property Owner: Walter H. Thompson

Print Name: _____

Subscribed and sworn before me

This 14th day of August, 2006

Notary Public in and for said County and State



VICINITY MAP



R-E ZONING

SQ. FTG. / PARKING CALCULATION

PROJECT FOOTPRINT
SQUARE FOOTAGE: 36 UNITS (963 S.F. EACH) - TOTAL 34,668 S.F.
TYPICAL UNIT - 3 BEDROOM / 2 BATH

TOTAL
PARKING REQUIRED: 3 BEDROOM UNIT - 2 SPACES PER UNIT
PLUS 1 SPACE FOR EVERY 6 UNITS
36 UNITS X 2 = 72 PARKING SPACES
36 UNITS / 6 = 6 SPACES
TOTAL PARKING SPACES REQUIRED - 78

PARKING PROVIDED: 79 SPACES
INCLUDES 3 HANDICAP SPACES (1 VAN ACCESSIBLE)

LOT INFO

APN NO. - 139-25-410-020, -021, -022, -023, -024

CURRENT GENERAL PLAN: R (RURAL)
PROPOSED GENERAL PLAN: M (MEDIUM)

CURRENT ZONING: R-E
PROPOSED ZONING: R-3 (20-25 UNITS PER ACRE)

SITE AREA (EST.): 73,500 S.F. = 1.69 ACRES
DENSITY: 24 UNITS PER ACRE
% OF LOT COVERED BY BUILDING: ALLOWABLE 34.5%
N/A

REQUIREMENTS: 20'-0" 17'-0"
FRONT: (RESIDENTIAL)
SIDE: (RESIDENTIAL)
SIDE: (RESIDENTIAL)
REAR: (RESIDENTIAL)

LANDSCAPE MATERIAL LEGEND

TREE	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
		QUERCUS LAEVIS	WHITE OAK	14" DIA.	1
		QUERCUS LAEVIS	WHITE OAK	14" DIA.	1
SHRUB	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
		ALBETRA SPINOSA	WHITE ALBETRA	4" DIA.	5
		BURNING BUSH	BURNING BUSH	4" DIA.	12
		SALEA DREGE	SALEA DREGE	4" DIA.	12
		PAVIA NUTANS	PAVIA NUTANS	4" DIA.	12
		HYDRANGEA	HYDRANGEA	4" DIA.	12
GROUND COVER	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
		LYNCH	LYNCH	4" DIA.	12
		TRAIL MIXTURE	TRAIL MIXTURE	4" DIA.	12
DECORATIVE EDGE	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
		SALEA DREGE	SALEA DREGE	4" DIA.	12
		SALEA DREGE	SALEA DREGE	4" DIA.	12

PROPOSED MAINTENANCE PLAN: OCCUR FOR ALL TREE AREAS AND

1. PER ILLINOIS LANDSCAPE CODE CHAPTER 91, LANDSCAPE STANDARDS

2. 14" DIA. TREE PER 100 S.F. OF LANDSCAPE

3. 14" DIA. TREE PER 100 S.F. OF LANDSCAPE

4. 14" DIA. TREE PER 100 S.F. OF LANDSCAPE

5. 14" DIA. TREE PER 100 S.F. OF LANDSCAPE

6. 14" DIA. TREE PER 100 S.F. OF LANDSCAPE

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9. 14" DIA. TREE PER 100 S.F. OF LANDSCAPE

10. 14" DIA. TREE PER 100 S.F. OF LANDSCAPE

RECEIVED

SEP 15 2006

WALL SECTION

WALL ELEVATION

APARTMENTS
LANDSCAPE PLAN
SITE PLAN

ASI

M ZONING LANDSCAPE ON SITE

ZON-15371 VAR-15373

SDR-15375 REVISED

10/05/06 PC

08/14/06

City of Las Vegas

Re: Justification Letter for project located SW of Harris and Paniflow
APN 139-25-410-019, 021, 023, 024, 025

Andy Reed:

The following information is to serve as justification for this project:

Name of proposed project: Paniflow Apartments

Explanation of intent: This Design Review is being submitted for a new apartment complex on said property designed to produce an environment of stable and desirable character consistent with the objectives of Title 19 and existing apartment buildings in the vicinity. The property is adjacent to R-E zoning to the South and West and M zoned property to the North and East. Landscaping will meet conditions identified in Title 19. The apartment building height will be approximately 26'-6" above the finish floor. Exterior finish materials will include sand finish stucco and concrete tile roofing. Lighting fixtures will accent the building and building-mounted lighting will be illuminate the parking areas. No monument signage will be submitted for approval at this time.

These will be the only buildings to be developed on the property, this project will require a zone change from R-E to R-3 . We are requesting a reduction in setback requirements on the East and West sides as well as landscaping reduction. See site plan for parking analysis.

Total acreage: 1.69 acres of site area.
Total number of lots: (5) five lots, (7) seven buildings.

Sincerely,

Sheldon Colen
SCA Design
921 American Pacific Drive, Suite 304
Henderson, NV. 89014
(Phone) 719-2020 (Fax) 719-2024

RECEIVED

AUG 1 1 2006

ZON-15371 VAR-15373
SDR-15375 10/05/06 PC
REVISED



FRONT ELEVATION



SIDE ELEVATION

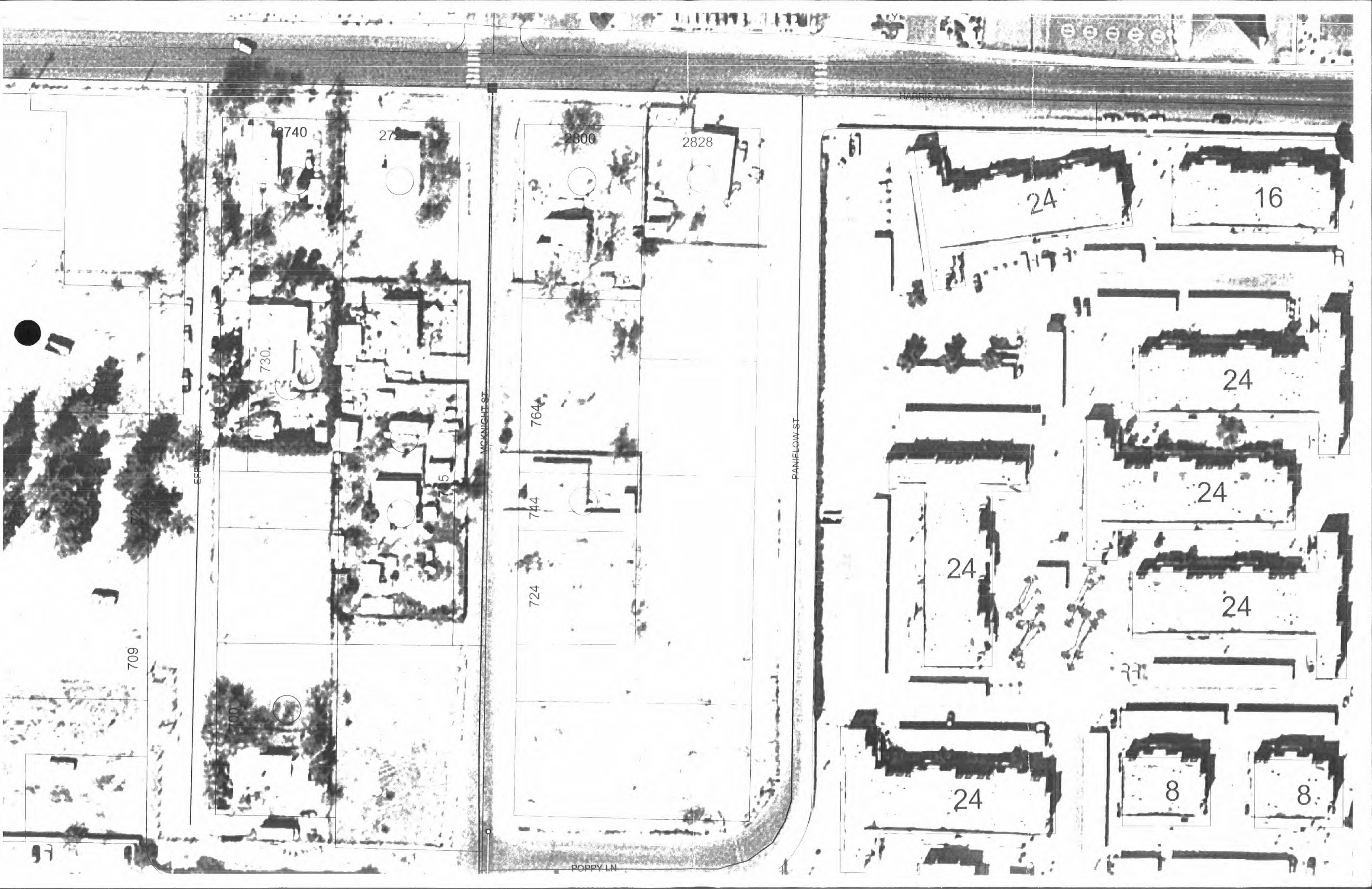


921 AMERICAN PACIFIC DRIVE
SUITE 304
HENDERSON, NEVADA 89014
PH: 702-719-2020 FAX: 702-719-2024

PANIFLOW APARTMENTS
EXTERIOR ELEVATIONS

Submitted at City Council

Date 11/15/2006 Item #95, 96, 97



EPPING ST

MCKNIGHT ST

PANFLOW ST

POPPY LN

709

722

730

740

745

750

724

744

764

2800

2828

24

24

24

24

24

24

16

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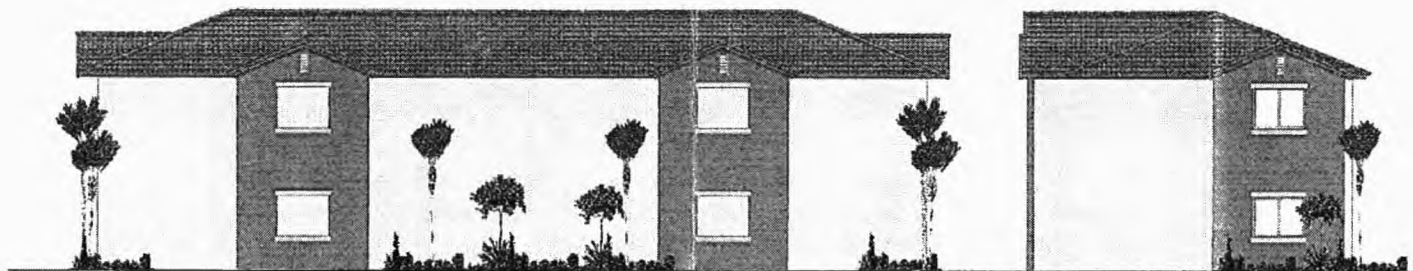
8

**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**



LEFT SIDE ELEVATION - 4 UNIT BUILDING

FRONT ELEVATION - 4 UNIT BUILDING



REAR ELEVATION - 4 UNIT BUILDING

RIGHT SIDE ELEVATION - 4 UNIT BUILDING



FRONT ELEVATION - 8 UNIT BUILDING

SIDE ELEVATION - 8 UNIT BUILDING

sca design

921 AMERICAN PACIFIC DRIVE
SUITE 304
HENDERSON, NEVADA 89014
PH: 702-719-2020 FAX: 702-719-2024

PANIFLOW APARTMENTS EXTERIOR ELEVATIONS

Submitted to: City of Henderson

Date: 10/5/06 Item # 15-17

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: NOVEMBER 15, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-15371 AND VAR-15373

SDR-15375 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: SCA DESIGN - OWNER: HILLBILLY ACRES, LLC, ET AL. - Request for a Site Development Plan review and a waiver of Perimeter Landscape Buffer Requirements FOR A 40 UNIT APARTMENT COMPLEX on 1.69 acres adjacent to the west side of Paniflow Street, approximately 100 feet south of Harris Avenue (APNs 139-25-410-019, 021, 023, 024 and 025), R-E (Residence Estates) Zone [PROPOSED: R-3 (Medium Density Residential), Ward 3 (Reese). The Planning Commission (4-3 vote) and staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (4-3 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:

1. Location Map
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Submitted after final agenda - Revised Plan by staff
6. Backup referenced from the 10-05-06 Planning Commission Meeting Item 17

Motion made by GARY REESE to Approve subject to conditions, amending Conditions 3 and 4 and adding the following condition as read into the record:

3. All development shall be in conformance with the site plan, landscape plan (date stamped 09/15/06), and building elevations (date stamped 11/13/06), except as amended by conditions herein.

4. A Waiver from Title 19.12.040 is hereby approved, to allow a five foot wide landscape buffer along a portion of the north property line where six feet is required; to allow a three foot wide landscape buffer along a portion of the west property line where 15 feet is required. In addition a Waiver is hereby approved to allow no trees in the parking lot landscaping area where 13 are required and to allow 34 trees in the perimeter landscape buffer where 59 trees are required.

CITY COUNCIL MEETING OF: NOVEMBER 15, 2006

A. Construct half-street improvements, including appropriate overpaving, on Paniflow Street and Mcknight Street adjacent to this site and Assessor's Parcel Number 139-25-410-020 concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights-of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete).

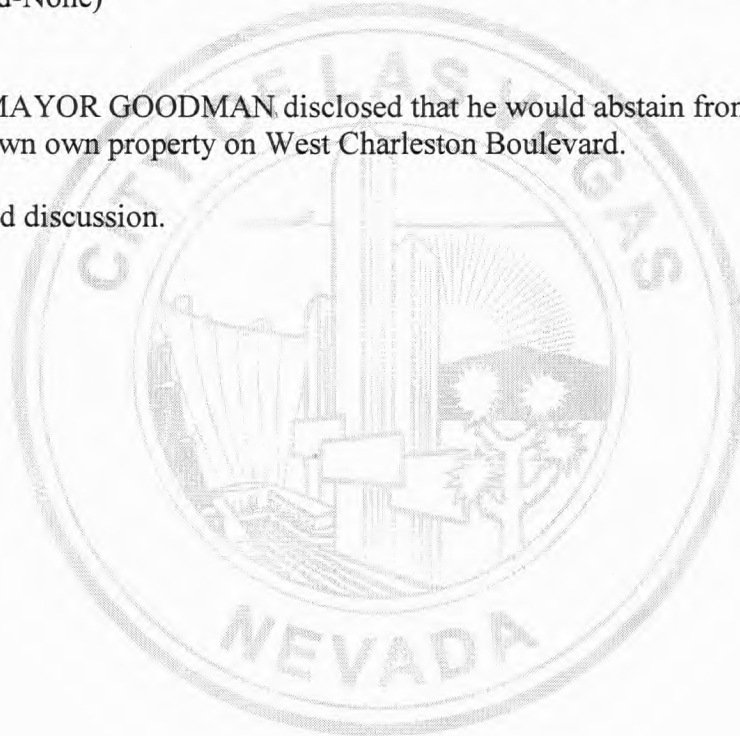
Passed For: 6; Against: 0; Abstain: 1; Did Not Vote: 0; Excused: 0

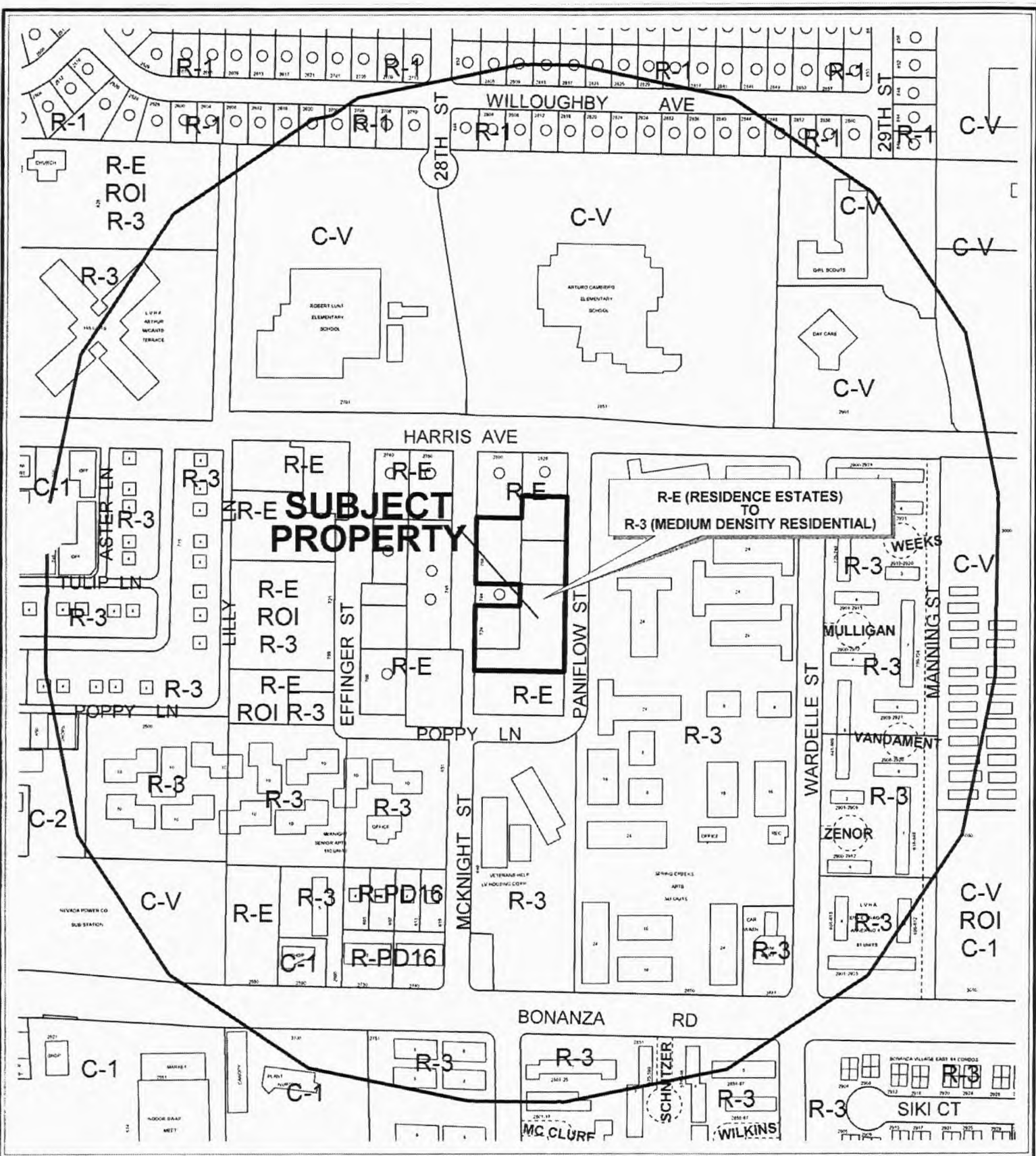
LOIS TARKANIAN, LAWRENCE WEEKLY, LARRY BROWN, GARY REESE, STEVE WOLFSON, STEVEN D. ROSS; (Against-None); (Abstain-OSCAR B. GOODMAN); (Did Not Vote-None); (Excused-None)

Minutes:

Under Items 82-84, MAYOR GOODMAN disclosed that he would abstain from voting, as he and Attorney Jay Brown own property on West Charleston Boulevard.

See Item 95 for related discussion.





CASE: **SDR-15375**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 15, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: SDR-15375 - APPLICANT: SCA DESIGN - OWNER: HILLBILLY ACRES, LLC.

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 1, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (4-3/ds/ld/sd vote) and staff recommend DENIAL.

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Rezoning (ZON-15371) 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 (date stamped 09/15/06), and building elevations (date stamped 08/14/06), except as amended by conditions herein.
4. A Waiver from Title 19.12.040 is hereby approved, to allow a seven foot wide landscape buffers along a portion of the east property line where 10 feet is required; to allow a five foot wide landscape buffer along a portion of the north property line where 15 feet is required, and to allow a four foot wide buffer along a portion of the west property line where 15 feet is required. In addition a Waiver is hereby approved to allow no trees in the parking lot landscaping area where 13 are required and to allow 37 trees in the perimeter landscape buffer where 58 trees are required.
5. All trash enclosures shall be located a minimum of 50 feet from existing single family residential development.
6. The minimum distance between buildings shall be 10 feet.
7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.

8. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.
9. Air conditioning units shall not be mounted on rooftops.
10. All utility boxes exceeding 27 cubic feet in size shall meet the standards of LVMC Title 19.12.040.
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.

Public Works

13. 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.
14. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-15371 and all other applicable site-related actions.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a request for a Site Development Plan review and a waiver of Perimeter Landscape Buffer Requirements for a 36 unit apartment complex on 1.69 acres adjacent to the west side of Paniflow Street, approximately 100 feet south of Harris Avenue. A related Variance (VAR-15373) and Site Development Plan Review (SDR-15375) will be considered concurrently.

EXECUTIVE SUMMARY

Staff does not support this as it does not meet several Title 19 development standards. The height of the structure will have a negative effect on the surrounding properties that are designated for rural residential development. A different design could allow for greater compliance with Title 19 and better compatibility with the surrounding neighborhood.

BACKGROUND INFORMATION

A) *Related Actions*

- 10/05/06 The Planning Commission recommended denial of companion item VAR-15373 and approval of ZON-15371 concurrently with this application.
- 10/05/06 The Planning Commission voted 4-3/ds/lc/sd to recommend DENIAL (PC Agenda Item #17/ar).

B) *Pre-Application Meeting*

- 07/07/06 At the pre-application meeting, staff informed the applicant of the setback, residential adjacency, and landscaping requirements of the proposed development. Staff also noted that there are parcel lines on this site which will need to be eliminated prior to any construction.

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: 1.69

B) Existing Land Use

Subject Property: Undeveloped
North: Single Family Dwellings
South: Undeveloped
East: Apartments
West: Single Family Dwellings.

C) Planned Land Use

Subject Property: M (Medium Density Residential)
North: M (Medium Density Residential)
South: M (Medium Density Residential)
East: M (Medium Density Residential)
West: L (Low Density Residential)

D) Existing Zoning

Subject Property: R-E (Residence Estate)
North: R-E (Residence Estate)
South: R-E (Residence Estate)
East: R-3 (Medium Density Residential)
West: R-3 (Medium Density Residential)

E) General Plan Compliance

The subject property is located in the Southeast Sector of the General Plan and has a land use designation of M (Medium Density Residential). This designation allows up to 25 units per acre and a variety of multi-family housing options. The proposed zoning of R-3 (Medium Density Residential) is compatible with the land use designation.

SPECIAL DISTRICTS/ZONES	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

F) Density

EXISTING ZONING	PERMITTED DENSITY	PROPOSED ZONING	PERMITTED DENSITY	GENERAL PLAN	PERMITTED DENSITY
R-E	2.0 du/ac for a total of 3.38 units	R-3	25.0 du/ac for a total of 42.25 units	M	25.49 du/ac for a total of 43.08 units

The proposed change in density is in compliance with the general plan designation

PROJECT DESCRIPTION

The applicant proposes to construct four eight-unit and one four-unit apartment buildings on this vacant site. The building setbacks along the front (east) and rear (west) property line are not in compliance with the standards of the R-3 zoning district. The buildings along the north property line do not comply with the Residential Adjacency Standards. Access will be provided by a 32 foot wide driveway to Paniflow Street. The landscape buffer along the south property line is 15 feet in width and complies with city standards. The landscaping along the remaining three property lines and within the parking lot does not comply with city standards.

The elevations depict two story structures at a height of 26 feet six inches. All buildings will have a stucco exterior with a concrete tile roof.

ANALYSIS

A) *Zoning Code Compliance*

A1) Development Standards

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

Standards	Required	Requested	Compliance
Min. Lot Size	6500 Square Feet	1.69 Acres	Y
Min. Lot Width	N/A	148 Feet	Y
Min. Setbacks			
Front	20 Feet	17 Feet	N
Side (residential adjacency)	79 Feet 6 Inches	5 Feet	N
Rear	20 Feet	17 Feet	N
Max. Lot Coverage	N/A	28.7 %	Y
Max. Building Height	2 Stories /35 Feet	2 Stories/26 Feet Six Inches	Y*
Trash Enclosure	50 Feet from residential	25 Feet from residential	N

*Complies with R-3 standards, but does not comply with Residential Adjacency setback.

The apartments proposed for this site do not comply with the Residential Adjacency Standards. One of the trash enclosures on the site is 25 feet from an existing single family dwelling. Staff has included a condition of approval which will require this enclosure to be moved if this application is approved.

A2) Residential Adjacency Standards

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

- a) Proximity slope. Based on the heights of the buildings, a proximity slope setback of 79 feet six inches is required. One of the buildings is five feet from the side property line and does not comply with this standard.
- b) Building setback. Buildings in the north portion of this site are required to maintain a setback greater than or equal to that of the adjacent R-E zoned property, which is required to have a 10 foot side yard setback. One of the buildings is five feet from the side property line and does not comply with this standard.

A3) Parking and Traffic Standards

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

Uses	Ratio	Required		Provided	
		Parking		Parking	
		Regular	Handicap	Regular	Handicap
36 three-bedroom apartment units	two spaces per unit plus one guest space per unit	78	4	78	4

The proposed development meets the parking requirements of the zoning code.

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	13 Trees	0 Trees
Buffer:			
• Min. Trees			
North	1 Tree/20 Linear Feet	10 Trees	6 Trees
South	1 Tree/20 Linear Feet	10 Trees	6 Trees
East	1 Tree/20 Linear Feet	20 Trees	14 Trees
West	1 Tree/20 Linear Feet	18 Trees	11 Trees
• Min. Zone Width			
North	15 Feet		5 Feet
South	15 Feet		15 Feet
East	10 Feet		7 Feet
West	15 Feet		4 Feet

The proposed development does not meet the landscape standards of the Zoning Code.

B) General Analysis and Discussion

- Zoning

The site is currently zoned R-E (Residence Estates) and has an M (Medium Density Residential) General Plan Designation. The applicant requests a Rezoning (ZON-15371) to R-3 (Limited Multiple Residence) to allow a net density of 23.67 units per acre for this project.

- Site Plan

The proposal of two, two-story buildings adjacent to single family residences at a distance of five feet from the north property line, is inappropriate, and is grounds for denial of this Site Development Plan Review.

- Waivers

The site requires a waiver of perimeter landscape requirements. The applicant requests a five foot wide perimeter landscaping buffer along a substantial portion of the north property line where 15 feet is required, a four foot wide planter along the west property line where 15 feet is required, and a seven foot wide planter along a substantial portion of the east property line where

10 feet is required. The applicant is also requesting 37 trees where 71 are required. Staff does not support the request for waivers of perimeter buffer landscaping, as the buffer area is necessary in order to protect neighboring residential properties from the impact a new, multi-family residential development would have on the area

- Elevation

The proposed two, two-story buildings are 26 feet, six inches in height. Because this property is being proposed for multi-family residences and is adjacent to an R-E (Residence Estates) lot, Residential Adjacency requirements apply. As part of the accompanying Variance request (VAR-15373), the applicant requests a Residential Adjacency standard of five feet where 79 feet six inches is required.

FINDINGS

In order to approve a Site Development Plan application, per Title 19.18.050 the Planning Commission and/or City Council must affirm the following:

1. "The proposed development is compatible with adjacent development and development in the area;"

The proposed development is not compatible with adjacent residential properties as it will not comply with the Residential Adjacency Standards. Additionally, setback requirements are not met, so adjacent properties are not adequately protected from the proposed project.

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;"

A Variance and landscape reductions are required, thus rendering the project incompatible with applicable plans and documents.

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

Primary site ingress and egress is proposed from Paniflow Street, a 55-foot Right-of-Way. Traffic from the proposed development entering onto Harris Avenue from Paniflow Street 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 and landscape materials are not appropriate as insufficient landscaping is being provided along the north, east and west boundaries of the site.

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

The proposal is not harmonious or compatible with development in the surrounding area. The height of the structures and the proposed landscaping will not create an aesthetically pleasing addition to 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

11

ASSEMBLY DISTRICT 28

SENATE DISTRICT 2

NOTICES MAILED 61 by Planning Department

APPROVALS 0

PROTESTS 0

**PLANNING & DEVELOPMENT DEPARTMENT****STATEMENT OF FINANCIAL INTEREST**

Case Number: **SDR-15375** APN: 139-25-410-023, 021, 024
Name of Property Owner: Hillbilly Acres, LLC
Name of Applicant: George Hale

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

_____ Yes

X No

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

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: GEORGE W. HALE

Subscribed and sworn before me

This 12th day of July, 2006

Crystal M. Kimhan
Notary Public in and for said County and State



Aug 15 06 09:04a

Soa Design

702 719 2024

р. 3



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR 15375 APN: 139-25-410-025

Name of Property Owner: MARCO A MENDEZA

Name of Applicant: SCIT DESIGN

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

Yes

X No

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

City Official: _____

Partner(s): _____

APN: _____

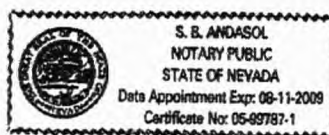
Signature of Property Owner: [Signature]

Print Name: _____

Subscribed and sworn before me

This 4th day of August, 2006

Notary Public in and for said County and State





PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR 15375 APN: 139-25-410-019

Name of Property Owner: BLANCA PEREZ

Name of Applicant: SCA DESIGN

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

Yes

X No

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

City Official: _____

Partner(s): _____

APN: _____

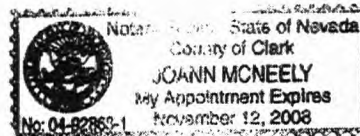
Signature of Property Owner: Bianca F.

Print Name: Blanca Perez

Subscribed and sworn before me

This 10th day of August, 2010

Notary Public in and for said County and State



VICINITY MAP



R-E ZONING

SQ. FTG. / PARKING CALCULATION

PROJECT FOOTPRINT
SQUARE FOOTAGE: 36 UNITS (963 SF EACH) - TOTAL 34,668 SF
TYPICAL UNIT - 3 BEDROOM / 2 BATH

TOTAL
PARKING REQUIRED: 3 BEDROOM UNIT - 2 SPACES PER UNIT
PLUS 1 SPACE FOR EVERY 6 UNITS
36 UNITS X 2 = 72 PARKING SPACES
36 UNITS / 6 = 6 SPACES
TOTAL PARKING SPACES REQUIRED - 78

PARKING PROVIDED: 79 SPACES
INCLUDES 3 HANDICAP SPACES (1 VAN ACCESSIBLE)

LOT INFO

APN NO. - 139-25-410-020, -021, -022, -023, -024

CURRENT GENERAL PLAN: R (RURAL)

PROPOSED GENERAL PLAN: M (MEDIUM)

CURRENT ZONING: R-E

PROPOSED ZONING: R-3 (120-25 UNITS PER ACRE)

SITE AREA (EST.): 73,500 SF. = 1.69 ACRES

DENSITY: 24 UNITS PER ACRE

% OF LOT COVERED BY BUILDING: ALLOWABLE 34.5%
N/A

REQUIREMENTS: 20'-0" PROVIDED 17'-0"

SETBACKS: 5'-0" PROVIDED 5'-0"

FRONT: (RESIDENTIAL)

SIDE: (RESIDENTIAL)

SIDE: (RESIDENTIAL)

REAR: (RESIDENTIAL)

LANDSCAPE MATERIAL LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY
	ACACIA GUMMIFERA	ACACIA GUMMIFERA	12" DBH	1
	LEUCODENDRON	LEUCODENDRON	12" DBH	1
	ACACIA GUMMIFERA	ACACIA GUMMIFERA	12" DBH	1
	LEUCODENDRON	LEUCODENDRON	12" DBH	1
	ACACIA GUMMIFERA	ACACIA GUMMIFERA	12" DBH	1
	LEUCODENDRON	LEUCODENDRON	12" DBH	1
	ACACIA GUMMIFERA	ACACIA GUMMIFERA	12" DBH	1
	LEUCODENDRON	LEUCODENDRON	12" DBH	1

PROPOSED MAINTENANCE SHALL OCCUR FOR ALL TREE AREAS AND

1. PER LOCAL VEG. CODE CHAPTER 91, LANDSCAPE STANDARDS

2. 14 DBH TREE PER 1000 SF OF LANDSCAPE

3. 14 DBH TREE PER 1000 SF OF LANDSCAPE

4. 14 DBH TREE PER 1000 SF OF LANDSCAPE

5. 14 DBH TREE PER 1000 SF OF LANDSCAPE

6. 14 DBH TREE PER 1000 SF OF LANDSCAPE

7. 14 DBH TREE PER 1000 SF OF LANDSCAPE

8. 14 DBH TREE PER 1000 SF OF LANDSCAPE

9. 14 DBH TREE PER 1000 SF OF LANDSCAPE

10. 14 DBH TREE PER 1000 SF OF LANDSCAPE

RECEIVED
SEP 15 2006

APARTMENTS
LANDSCAPE PLAN
SITE PLAN

ASI

M ZONING LANDSCAPE ON SITE

ZON-15371 VAR-15373
SDR-15375 REVISED
10/05/06 PC



4-UNIT BUILDING FLOOR PLAN
FIRST AND SECOND FLOORS ARE IDENTICAL $1/4" = 1'-0"$

AUG 4 2006

Counties: All within the



East

[illegible]

PANFLOW APARTMENTS

Sheet Title	Rev.

Post Title

Sheet Title

Sheet No.

Sheet Title

Sheet Title

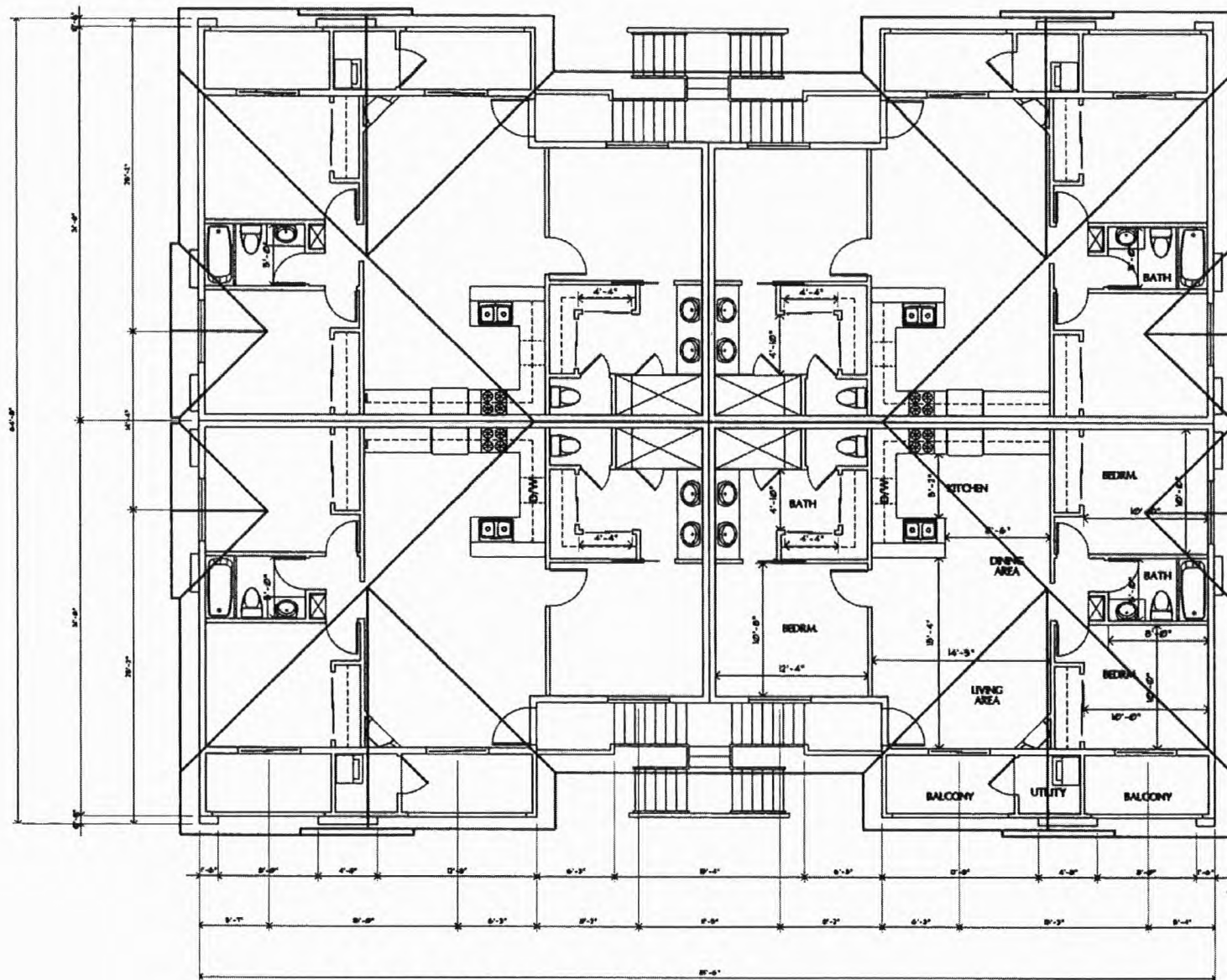
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NAME

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A1

Exp. No.



8-UNIT BUILDING FLOOR PLAN
FIRST AND SECOND FLOORS ARE IDENTICAL

ZON-15371 VAR-15373
SDR-15375 10/05/06 PC
REVISED

RECEIVED

AUG 14 2006

Consultants

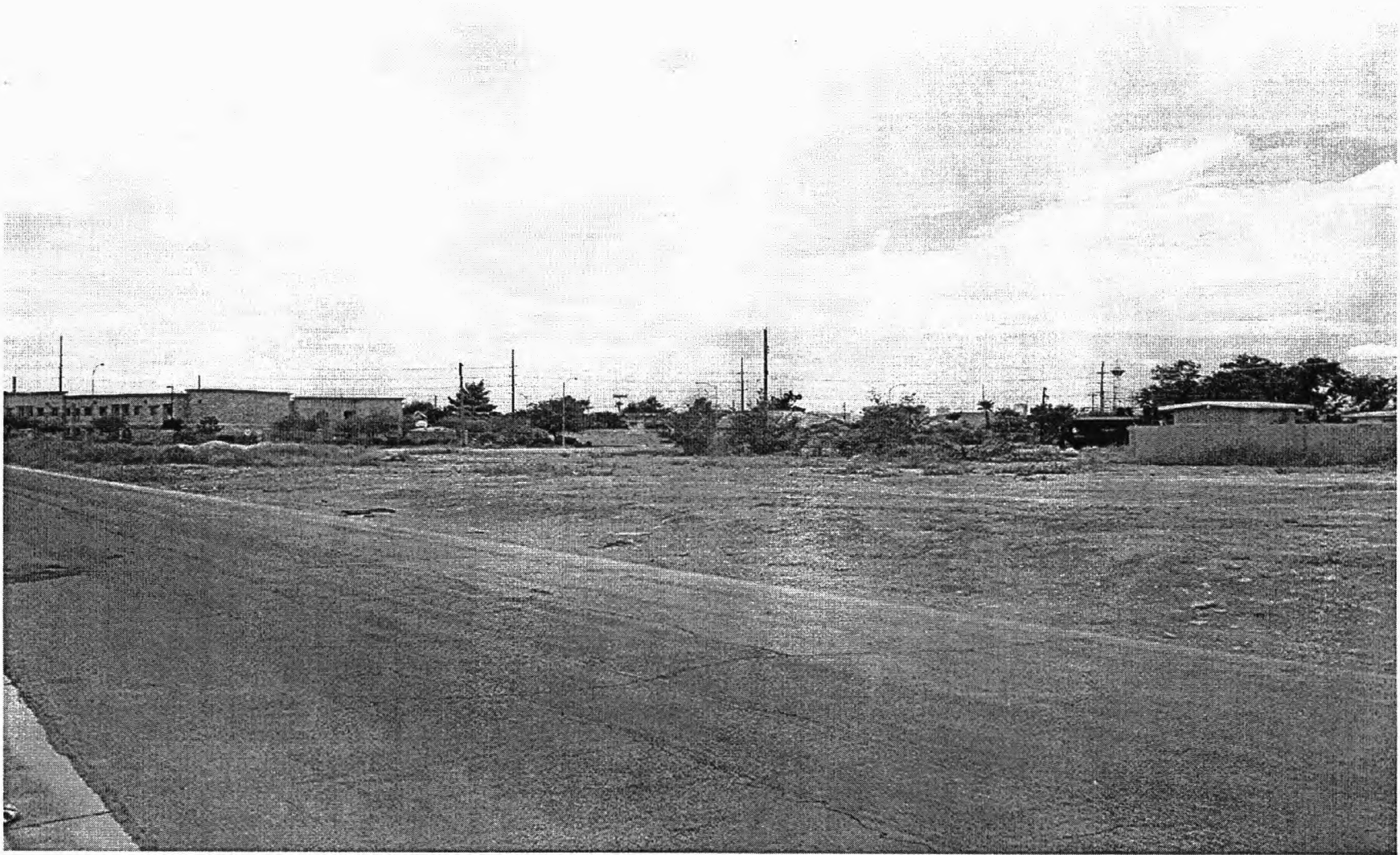
sca design
321 American Pacific Dr., Ste. 204
Henderson, Nevada 89044
T 702-786-2200 F 702-786-2206

NOT TO SCALE
THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND TO VERIFY THE ACCURACY OF ALL INFORMATION PROVIDED. THE DESIGNER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

PANFLOW APARTMENTS	
Project Name	8 - UNIT FLOOR PLAN
Drawn By	John P. O'Neil
Checked By	Michael J. Pugh

Sheet No.
A12
Project No.

SDR 15375				
SCA Design				
WS of Paniflow, 250' S of Harris				
Proposed 36 unit apartment complex.				
Traffic produced by proposed development:				
New development	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	APARTMENT [DWELL]	36	6.72	242
AM Peak Hour			0.51	18
PM Peak Hour			0.62	22
<i>(heaviest 60 minutes)</i>				
Existing traffic on all nearby streets: counts not available for Paniflow				
Harris Avenue				
Average Daily Traffic (ADT)	1,261			
PM Peak Hour	101			
<i>(heaviest 60 minutes)</i>				
Traffic Capacity of adjacent streets:				
	Adjacent street ADT			
	Capacity			
Harris Avenue	16200			
This project will add approximately 242 trips per day on Harris and Paniflow. This will increase expected volumes by about nineteen percent on Harris. Harris is at about 8 percent of capacity.				
Based on Peak Hour use, this development will add roughly 22 additional cars into the area; which works out to about one every three minutes.				
Note that this report assumes all traffic from this development uses all named streets.				



ZON-15371, VAR-15373 AND SDR-15375 - APPLICANT: SCA DESIGN - OWNER: HILLBILLY ACRES
WEST SIDE OF PANIFLOW STREET, APPROXIMATELY 250' SOUTH OF HARRIS AVENUE
OCTOBER 5, 2006 PLANNING COMMISSION

08/04/06



ZON-15371, VAR-15373 AND SDR-15375 - APPLICANT: SCA DESIGN - OWNER: HILLBILLY ACRES
WEST SIDE OF PANIFLOW STREET, APPROXIMATELY 250' SOUTH OF HARRIS AVENUE
OCTOBER 5, 2006 PLANNING COMMISSION

08/04/06



ZON-15371, VAR-15373 AND SDR-15375 - APPLICANT: SCA DESIGN - OWNER: HILLBILLY ACRES
WEST SIDE OF PANIFLOW STREET, APPROXIMATELY 250' SOUTH OF HARRIS AVENUE
OCTOBER 5, 2006 PLANNING COMMISSION

08/04/06

08/14/06

City of Las Vegas

Re: Justification Letter for project located SW of Harris and Paniflow
APN 139-25-410-019, 021, 023, 024, 025

Andy Reed:

The following information is to serve as justification for this project:

Name of proposed project: Paniflow Apartments

Explanation of intent: This Design Review is being submitted for a new apartment complex on said property designed to produce an environment of stable and desirable character consistent with the objectives of Title 19 and existing apartment buildings in the vicinity. The property is adjacent to R-E zoning to the South and West and M zoned property to the North and East. Landscaping will meet conditions identified in Title 19. The apartment building height will be approximately 26'-6" above the finish floor. Exterior finish materials will include sand finish stucco and concrete tile roofing. Lighting fixtures will accent the building and building-mounted lighting will be illuminate the parking areas. No monument signage will be submitted for approval at this time.

These will be the only buildings to be developed on the property, this project will require a zone change from R-E to R-3 . We are requesting a reduction in setback requirements on the East and West sides as well as landscaping reduction. See site plan for parking analysis.

Total acreage: 1.69 acres of site area.
Total number of lots: (5) five lots, (7) seven buildings.

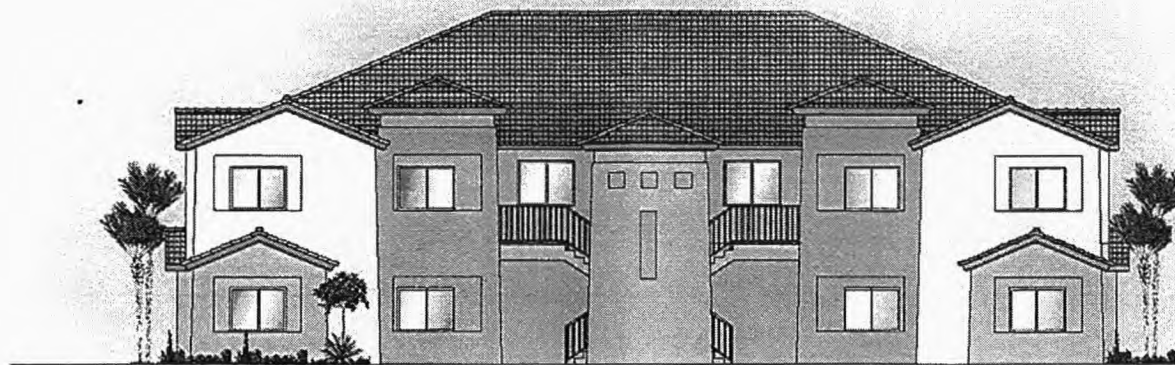
Sincerely,

Sheldon Colen
SCA Design
921 American Pacific Drive, Suite 304
Henderson, NV. 89014
(Phone) 719-2020 (Fax) 719-2024

RECEIVED

AUG 1 5 2006

ZON-15371 VAR-15373
SDR-15375 10/05/06 PC
REVISED



FRONT ELEVATION



SIDE ELEVATION

PANIFLOW APARTMENTS
EXTERIOR ELEVATIONS

SDR-15375 11-15-06 CC

RECEIVED
NOV 13 2006

Date 11/14/06 Item # 97

Submitted direct to owner



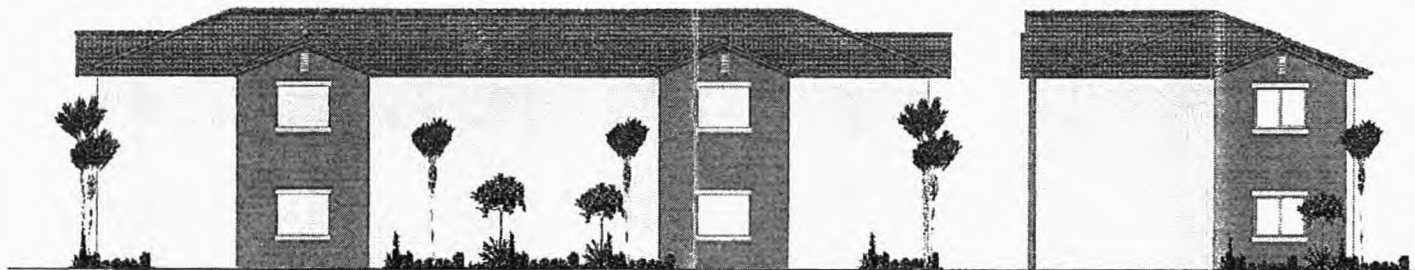
921 AMERICAN PACIFIC DRIVE
SUITE 304
HENDERSON, NEVADA 89014
PH: 702-719-2020 FAX: 702-719-2024

**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**



LEFT SIDE ELEVATION - 4 UNIT BUILDING

FRONT ELEVATION - 4 UNIT BUILDING



REAR ELEVATION - 4 UNIT BUILDING

RIGHT SIDE ELEVATION - 4 UNIT BUILDING



FRONT ELEVATION - 8 UNIT BUILDING

SIDE ELEVATION - 8 UNIT BUILDING

sca design

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PANIFLOW APARTMENTS EXTERIOR ELEVATIONS

Submitted to Planning Commission

Date 10/5/06 Item # 15-17