

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SPECIAL USE PERMIT RELATED TO GPA-16201, ZON-16196 AND SUP-16198

SUP-16200 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Special Use Permit FOR A PROPOSED TOWING SERVICE WITH NO STORAGE at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). The Planning Commission (7-0 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

1

City Council Meeting

1

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

3

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. Protests by David Levy and Lila Franks
6. Backup referenced from the 10-05-06 Planning Commission Meeting Item 32

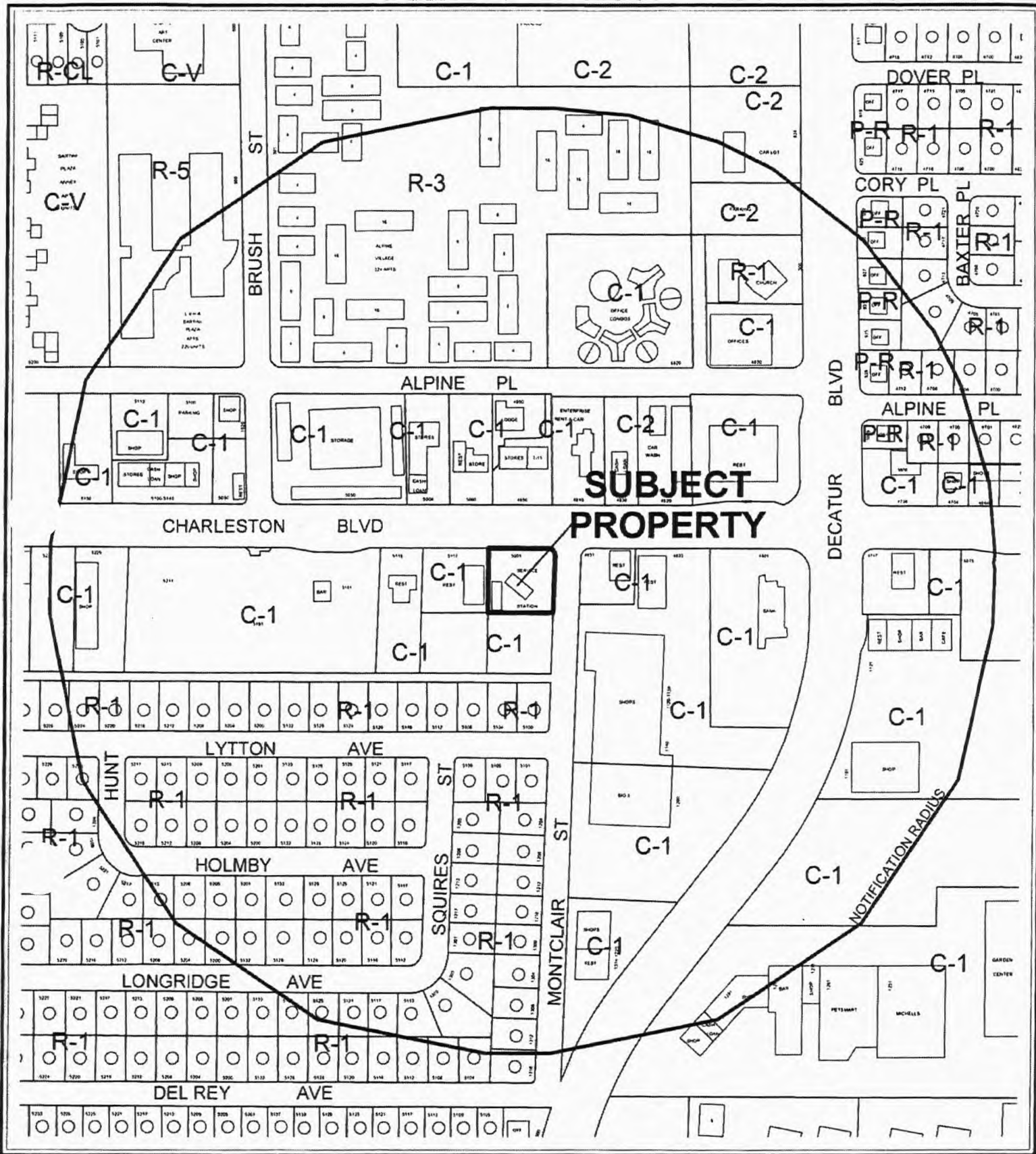
Motion made by GARY REESE to Hold in Abeyance Item 87 [GPA-16201], Item 88 [ZON-16196], Item 89 [SUP-16198], Item 90 [SUP-16200] and Item 91 [SDR-16197], Item 92 [ZON-15031], Item 93 [SDR-15030], Item 101 [GPA-16538], Item 102 [ZON-16609], Item 103 [WVR-16610] and Item 104 [SDR-16611], Item 107 [VAR-14734], Item 108 [VAR-16769], Item 111 [SUP-17404], Item 112 [SUP-17405], Item 113 [SDR-16952] and Item 119 [ROC-17677] to 12/20/2006; Item 94 [VAR-16144], Item 95 [SUP-16143] and Item 109 [VAR-16505] to 01/03/2007; and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 96 [SUP-15347]

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

Minutes:

See Item 87 for related backup.



CASE: SUP-16200

RADIUS: 1000 FT

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

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

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE - SUP-16200 - APPLICANT: JOHN VIVIER
ARCHITECT - OWNER: FRED NAZARYAN**

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 1, 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. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for Towing Service, no storage.
2. Approval of and conformance to the Conditions of Approval for General Plan Amendment (GPA-16201), Rezoning (ZON-16196), and Site Development Plan Review (SDR-16197) shall be required.
3. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.
4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This application seeks approval of a Special Use Permit for a Towing Service (with no storage) at 5001 W. Charleston Boulevard. A companion General Plan Amendment (GPA-16201), Rezoning (ZON-16196), Site Development Plan Review (SDR-16197), and Special Use Permit (SUP-16198) have been filed with this request.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
Month/date/year	Action
09/26/63	The Board of Zoning Adjustment approved a request to allow a service station on property generally located on the south side of West Charleston between Montclair Street and Wilshire Street (U-61-63).
10/26/63	The Board of City Commissioners approved the request for reclassification of property generally located on the south side of West Charleston between Montclair Street and Wilshire Street (Z-100-62).
08/26/71	The Board of Zoning Adjustment approved a request for a Variance to allow the operation of a truck and trailer rental business on property located at 5001 West Charleston Boulevard (V-30-71).
08/18/99	The City Council approved GPA-14-99 to amend portions of the Southwest Sector Plan to indicate areas of potential transition, correct errors from GIS data conversion, and match actions since 1996.
09/06/00	The City Council approved the Las Vegas 2020 Master Plan. This site is within the Revitalization Area as described in the Plan.
12/01/04	The City Council approved a Special Use Permit (SUP-5291) for an Automotive Repair Garage, Minor.
10/05/06	The Planning Commission recommended denial of companion items GPA-16201, ZON-16196, SUP-16198 and SDR-16197 concurrently with this application. The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item#32/mh).
<i>Related Building Permits/Business Licenses</i>	
1964	Primary 1540 sq. ft. building constructed.
12/12/89	Permit #89047900: Ornamental iron fence completed.
5/11/93	L-894-93: Certificate of Occupancy issued on 1440 sq. ft accessory storage structure.
05/06/95	L-546-94: Permit for 20' freestanding sign expired. No final inspection recorded.
08/26/06	L-368-06: Permit for sign expired. No final inspection recorded.
2/26/06	L-231-05: Non-work Certificate of Occupancy issued.

Pre-Application Meeting

08/04/06	During the pre-application meeting with the representative, John Vivier, staff addressed concerns with previous actions and citations regarding this property. The representative was told that those previous actions would be addressed at the Planning Commission and that the property owner has been violating the existing Special Use Permit (SUP-5291) for Minor Automotive repair.
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Neighborhood Meeting

9/14/06	A neighborhood meeting was held at 5:44 pm at 5001 W. Charleston Blvd. In attendance were: three members of the development team; three members of the public; City Liaison Jeanne Maust; City Planner Doug Rankin; and the property owner. The following concerns were raised at the meeting: • Property needs to be cleaned up • Request for a ten-foot CMU block wall surrounding the property • Sales of used vehicles on site currently • Illegal signage on site currently • Request for a three-foot block wall along Charleston • Will the driveways change? • Will vehicles be stored on site? The meeting was adjourned at 6:30 pm.
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Details of Application Request

Site Area

Gross Acres	0.51
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Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Minor Auto Repair	SC (Service Commercial)	C-1 (Limited Commercial)
North	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
South	Parking Lot	SC (Service Commercial)	C-1 (Limited Commercial)
East	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
West	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		N	N/A
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts		N	N/A
A-O Airport Overlay District	Y		Y
Trails		N	N/A
Rural Preservation Overlay District		N	N/A
Development Impact Notification Assessment		N	N/A
Project of Regional Significance		N	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	Gross Floor Area or Number of Units	Required			Provided		Compliance
		Parking Ratio	Parking		Parking		
			Regular	Handi-capped	Regular	Handi-capped	
Tow Service no storage	N/A	One space per empl. + one space per truck	2	0	2	0	Y
TOTAL (including handicap)			2	1	2	1	Y
Loading Spaces			1		1		Y

ANALYSIS

A Towing Service (with no storage) is only permitted with the approval of a Special Use Permit in the C-2 (General Commercial) zoning district. The reason for a Special Use Permit is to address concerns relating to noise, odors, lighting conditions and hours of operation caused by or are a part of activities typical to a Towing Service that would be a nuisance to adjacent uses.

The subject area fronts Charleston Boulevard and is predominated by C-1 (Limited Commercial) zoned lots. Since the proposed use of this application necessitates the need for a General Plan Amendment and a Rezoning in order to apply for Special use Permit we feel that the proposal is out of character with the area. The sum total of the changes in the land use designation, zoning district, and two separate special use permits is, in effect, spot zoning for industrial use. Therefore, denial is recommended.

FINDINGS

The following findings must be made for a Special Use Permit:

1. "The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."
2. "The subject site is physically suitable for the type and intensity of land use proposed."
3. "Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."
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."
5. The use meets all of the applicable conditions per Title 19.04.

In regard to "1":

The proposal, as presented in total, does not currently conform to the General Plan. The intent of the applicant is to seek approval for a series of applications that will allow for a greater intensity of use than what has been called out in the Master Plan.

In regard to "2":

The applicant is seeking approval for a series of applications that will allow for activities much greater in intensity than what would be allowed at neighboring properties. Due to this proposed increase in intensified uses we recommend denial.

In regard to "3":

The subject site is located along Charleston Boulevard. As the Tow Service has been dedicated to the eastern side it will most likely access the property via Montclair St This district allows for commercial uses that primarily serve local area patrons.

In regard to "4":

A Towing Service, (no storage) in and of itself would not likely compromise the public health and welfare. However, the request is part of an ensemble of uses resulting in an Auto Repair facility that is better suited in an industrially-zoned area and therefore inconsistent with the General Plan.

In regard to "5":

As proposed, the use conforms to the conditions set forth in Title 19.04 for a Towing Service, (no storage).

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

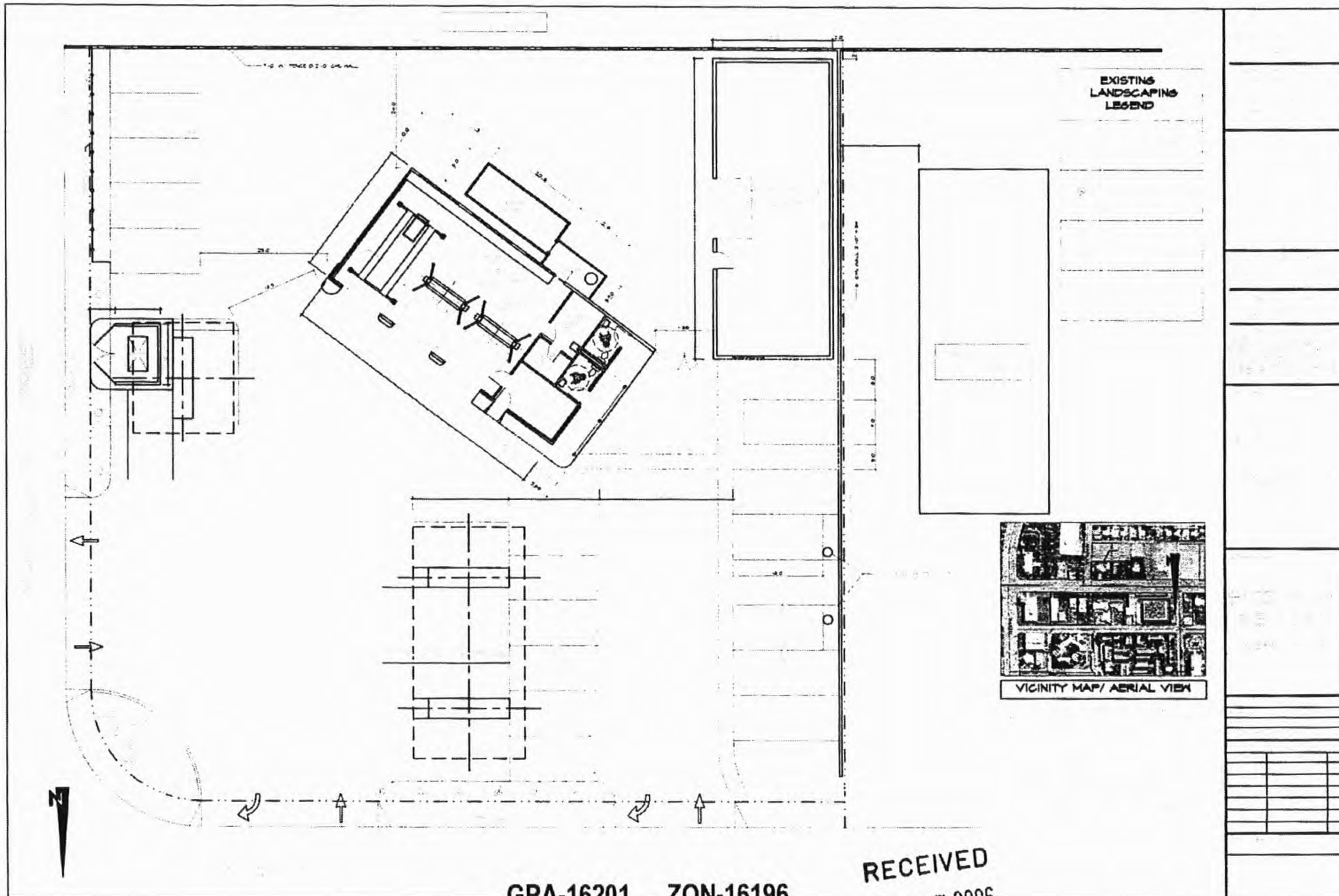
ASSEMBLY DISTRICT 3

SENATE DISTRICT 11

NOTICES MAILED 140 by City Clerk

APPROVALS 2





Fred Nazaryan
5001 West Charleston Blvd.
Las Vegas, NV 89146

To:

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

August 21, 2006

Justification letter for a Zoning change request from C-1 to C-2.

The property located on Charleston Boulevard West, at the number 5001, APN 163-01-502-011 consists of two existing buildings presently used for minor auto repairs. The rest of the property, as shown on the plan A1 consists of parking spaces and driveways.

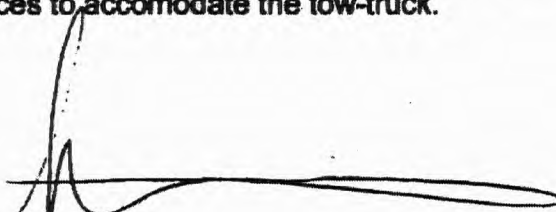
The limitation of business required by the C-1 zoning regulations is very restrictive, whence frustrating. Minor technical interventions often lead to more severe diagnostics for which necessary repairs are not allowed on location, therefore causing a considerable loss of business.

The change to C-2 Zoning would bring a tremendous improvement in this company's business.

No change would occur in the appearance of the repair shop as well as the parking lot since the application includes the use of a tow-truck without storage. There is actually enough parking spaces to accomodate the tow-truck.

Sincerely,

Fred Nazaryan
Business Owner

A handwritten signature in black ink, appearing to be 'Fred Nazaryan', with a long horizontal flourish extending to the right.

SUP-16200
10/05/06 PC

RECEIVED
CITY CLERK**NOTICE OF PUBLIC HEARING**

2006 OCT 24 P 4: 21

SPECIAL USE PERMIT10-23-06

MY CHARLESTON PLAZA L L C
%D LEVY
2324 S HIGHLAND DR
LAS VEGAS NV 89102-4809

5100 W
Charleston

David Levy - owner

MEETING: CITY COUNCIL
DATE: NOVEMBER 1, 2006
TIME: 1:00 P.M.
LOCATION: CITY COUNCIL CHAMBERS
400 STEWART AVENUE
LAS VEGAS, NEVADA

SUP-16200

APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - REQUEST FOR A SPECIAL USE PERMIT FOR A PROPOSED TOWING SERVICE WITH NO STORAGE AT 5001 WEST CHARLESTON BOULEVARD (APN 163-01-502-011), C-1 (LIMITED COMMERCIAL) ZONE [PROPOSED: C-2 (GENERAL COMMERCIAL) ZONE], WARD 1 (TARKANIAN).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE NORTH HALF (N½) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 1st Floor, City Hall, 400 Stewart Avenue, Las Vegas, Nevada, 89101. For further information, please call (702) 229-6301 (TDD 386-9108) <http://www.lasvegasnevada.gov>



SEE LOCATION MAP ON REVERSE SIDE

Protest

I object any change to
C-2 with TOWING Trucks and
Garage bays facing Charleston.

BARBARA JO RONEMUS
CITY CLERK

Thank you

D. Levy

Submitted after final agenda

Date 10/24/06 Item #95

City Council —

I am appased to the request
for towing service by owner Fred
Nazaryan, located on the corner
of Charleston and Montclair.

This business has become
an eye sore.

Thank You

Sincerely

Dea Frank
5104 Lytton Ave.
Las Vegas, Nev.

Protest

RECEIVED
CITY CLERK

2006 OCT 30 A 10:57

Submitted after final agency

Date 10/30/06 Item #95

**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**

Sept. 25-2006

Planning Commission

I am against all time requested for a rezoning for Fred Nazarian. The place he has now is an eye-sore - looks like a new car lot with tires piled up in back.

Enough is enough.

Thank you
Lyle Frazer
5104 Lytton Ave.
Las Vegas NV 89146

GPA-116201
ZON-1161916
SUP-116198
SUP-116200
SDR-1161917

ITEM # 27-33
CASE #
PC MTG 10-5-06

September 28, 2006

To Whom It May Concern,

My name is Tori Jackson and I live in the Charleston Heights area of district 1. I have lived in this neighborhood for the past 15 years and have lived in this home for over 10 years. I have never before written a letter over a permit issue, but I feel very strongly about this situation and have chosen to address my comments to you.

It has come to my attention that a business that I frequent is attempting to receive operating permits that would allow them to continue doing business at that location. This business is called Family Auto Care and is located at 5100 West Charleston Blvd. My husband and I have known Fred Nazaryan for almost two years, during which he has helped us on numerous occasions with repairs to our car. He has been courteous, helpful, and accommodating to our schedule and needs. We recommend him to our friends as a dependable and honest person to do business with. We believe that his garage is a great asset to our community and we would be very upset if he were forced to quit doing business at that location. We feel that it would definitely be in the best interest of our community if the permits he is requesting were granted.

Thank you for your time and consideration in this matter. If you would like to meet with me or any of my friends that also do business with Fred, I would be happy to arrange it. I hope that this matter will be settled quickly and to our satisfaction.

Sincerely,

Tori Jackson

ATTENTION: Planning Commission

FROM: Tori Jackson

332 South Crestline Dr.

Las Vegas, NV 89107

Ph. # 870-0237

RE: Permit Requests for Family Auto Care

5100 West Charleston Blvd.

PERMIT #'s: GPA 16201

ZON 16196

SUP 16198

SUP 16200

SDR 16197

OCT 02 2006

ITEM # 29-33

← CASE # See first

PC MTG 10-5-06

A

October 1, 2006

To Whom it May Concern,

Our names are Danielle and Scott Thorne, we reside at 6216 Elton Ave. in the Charleston Heights Area of Ward 1. We are both natives to Las Vegas and have lived at this address for the past 10 years. Our home is situated close to the intersection of Jones Blvd. And US 95. We live around the corner from the Mirabelli Community Center and The Leiburn Senior Center. Our children attend the following schools, O.K. Adcock Elementary, Johnson Jr. High, and Bonanza High School. In the 10 years since living at this address, we have chosen to frequent various businesses in close proximity to our home, some of which include, The Meadows Mall, the Target store located at Meadows and Decatur, our Dentist and Orthodontist at Meadows and Decatur, Walmart at Charleston and Torrey Pines, Blockbuster Video at Charleston and Torrey Pines, New Outlook Optical at Rainbow and Sarhara, Walmart Super-Center at Charleston and Decatur and numerous other shops located in and around the above mentioned stores. The reason for listing these various business establishments is to show that we have chosen to patronize these particular businesses in relation to our address. We feel that by doing so, this not only is a convenience to us, but it supports the business owners, whether large or small in our own neighborhood.

It has been brought to our attention that a business in our area, Family Auto Care, located at 5001 W. Charleston (at Decatur) is interested in obtaining various permits to allow them to continue to operate at this location. Approximately 2 years ago, we were referred to Family Auto Care as we were in need of auto repairs to one of our vehicles. Upon our arrival, we were greeted by a man named Fred Nazaryan. We found him to be courteous, helpful and a man of honesty and

integrity. Over the past 2 years we have continued to frequent this business for those reasons and many more. Fred has always gone over and above what a title of a mechanic would mean. We feel so relieved to have a man of this character, operating an auto garage in our neighborhood. Fred and his business is a definite asset to our neighborhood community. We have referred many of our friends and family to Fred for their various auto repair needs and they have encountered the same treatment. This would be a great loss to us and the neighborhood community if Fred were forced to quit operating his business at this location. We are asking that all permits that Fred is requesting be granted. By doing so, this would enable Fred to continue his business and allow us to continue to have a good, honest friend and business man in our neighborhood.

Thank you for your time concerning this matter, we have confidence that the right decision will be made in granting these permits for Fred Nazaryan.

Sincerely,

Danielle Thorne & Scott Thorne
Danielle Thorne and Scott Thorne

OCT 02 2006

ITEM # 29-33
CASE # _____
PC MTG X 504

A

October 3, 2006

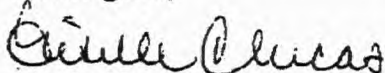
To Whom it May Concern:

I write this letter with a heavy heart and much concern. I have been a resident of this wonderful city for over 34 years. I have been driving & owned a car in Las Vegas for the last 32 years. Regretfully I say, I had yet to find an honest mechanic in this town. Two years ago I was introduced to Fred Nazaryan, who owns Family Auto Care. Fred is very honest and very professional. He is caring and very fare with his prices. I always leave happy and never feel "ripped off." He goes the extra mile to make his customer happy.

I honestly am very upset to hear that someone is looking to put him out of business. As a citizen and tax payer in this city I would ask that you consider how this would affect many people in our area. I have referred many friends and family to him and all of which have been very happy with his work. I stress to think who I would now take my cars to, to be repaired. I am a single mother in this town and feel very confident with Fred to give him my business. I ask that you please allow him to continue his shop where he is at.

Please feel free to contact me with any questions. I am pleased to help any way I can.

Best Regards,



Giselle Clucas
6124 Cromwell Cir
Las Vegas, Nv 89107
878-5040
927-0708

GPA-16201
ZCN 16196
SUP 16198
SUP 16200
SDR-16197

ITEM # 27.33
CASE # 200-1157
PC MTG 10.03.06

**FleetCare®
Partnership
Benefits:**



We Help Keep Your Business On The Road!

September 28, 2006

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

In reference to the Notice of Public Hearing, Special Use Permit request #SUP-16200.

Regarding the above mentioned Special Use Permit, I am not opposed to having an auto service center in this area, and I feel that it enhances our street. However, I am objecting to the owners request for a use permit for proposed towing service without storage as the current site is very poorly kept. Many cars sit for weeks, the dumpster is parked on the sidewalk and overflowing. Fluids are leaking and it is a general mess.

The site is in a dilapidated condition and does not reflect the other properties in the area. There are currently several cars "For Sale" and with the addition of towing services, I'm concerned as to how it will reflect businesses and property values in the area.

I appreciate the opportunity to express my concerns regarding the Special Use Permit and look forward to a favorable outcome for all parties concerned. Please feel free to contact me at 258-6940.

Sincerely;

Kurtis W. Johnson
President
K Squared, Inc.
Parcel #138-36-803-007

**RECEIVED AFTER
PC MEETING**



America's Neighborhood
Auto Care Experts



www.tunelv.com

5275 E. Lake Mead Blvd. • N. Las Vegas, NV 89156 • (702) 459-6940 • 4350 Spring Mountain • Las Vegas, NV 89102 • (702) 873-5225
1765 E. Charleston • Las Vegas, NV 89104 • (702) 385-5083 • 5150 W. Charleston • Las Vegas, NV 89146 • (702) 258-6940
2080 E. Craig Rd. • Las Vegas, NV 89031 • (702) 642-5001 • Ann & Decatur • (702) 256-1230



CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

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

October 5, 2006

RE: Please include all Items on Thursday October 5, 2006's Agenda concerning Family Auto Care APN #163-01-502-011 located at 5001 West Charleston Boulevard.

Dear Planning Commission,

We would like you to vote in favor of all items connected with Family Auto Care located at 5001 West Charleston Boulevard.

This Locally-owned Company is in a great location with easy accessibility. Many of our Charleston Neighborhood Preservation members have used this facility, and pass the word on to their neighbors. Family Auto Care has well-trained mechanics who provide excellent service. We feel this facility is greatly needed in this area.

Please VOTE IN FAVOR OF FAMILY AUTO CARE for each of the Items connected with them.

Thank you very much.

June Ingram

June Ingram
259-3094

and

Pamela Stancliffe

Pamela Stancliffe
258-1517

RECEIVED AFTER
PC MEETING

MEMBERS

Vicki Arnold - Juanita Clark - Miriam Een - Marcus Gobel - Rose Honrath - June Ingram - Rick Johnson - Sherry Mason
- Gene & Pearl Lonardo - Dorothy Orr - Barbara Roth - Layne Rushforth - Dennis Ardine - Pamela Stancliffe - Others

**THE FOLLOWING
PAGE(S) ARE
ILLEGIBLE/POOR
QUALITY**



CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

PHONE: (702) 877-2438

5 October 2006

Dear CLV PLANNING COMMISSIONERS:

Following are 2 letters and 2 pages of signatures requesting
APPROVAL of applicant Fred Nazaryan for GPA-16201 and to a
GENERAL COMMERCIAL so that he can repair car motor.

What an asset to the neighborhood to have a true mechanic who is
outstanding, honest and efficient !

This new auto repair will be an improvement to the area rather than the
old tire shop which has been there for 20 + years we understand.

We have heard Roger Anderson share his concerns and welcome his
improvements and additions to the neighborhood, also.
His "APARTMENT" plans for the land South of the former Red Rock
Theatre complex, will be bringing more vehicles which are better repaired in
the immediate area.

No one from our group will be speaking or reading in person this evening.

Please consider the 2 letters, petitions and this statement as a vote and
make recommendations this night of 5 October 2006.

FOR GPA-16201 is all the information above.

Thank you.

Juanita Clark, assistant to President Ingram

**RECEIVED AFTER
PC MEETING**

MEMBERS

Vicki Arnold - Juanita Clark - Miriam Ben - Marcus Gobel - Rose Honrath - June Ingram - Rick
Gene & Pearl Lonardo - Sherry Mason - Dorothy Orr - Barbara Roth - Layne Rushforth - Pam...

RECEIVED AFTER PC MEETING

PETITION:

OCTOBER 2006

We sign this petition to let everyone know that WE WANT FAMILY AUTO CARE CENTER, AT 5001 W. CHARLESTON BLVD. TO BE APPROVED BY YOU FOR THEIR APPLICATION (GPA-1620) WHICH WILL ALLOW GENERAL COMMERCIAL (GC), item APN 163-00502-011 WARD ONE which will allow the repair of auto engines here.

The applicant is an outstanding mechanic, being learned in the repair of engines. He is honest. He tells you what needs to be done to fix your engine and the approximate cost. There are no "games" or false promises.

We need this excellent mechanic in this central area of Charleston and Montecello Streets, Family Auto Care Center, 5001 W. Charleston Blvd.

NAME	ADDRESS	PHONE
Barclay Linder	4110 10425 Villa Ridge Dr	89134 360-3590
Frank A. Jackson	4550 W. Sahara Ave 500 BUSH GARDEN LU SUITE	83-4790 6563655
Disolito Villa	1409 Patent Street	2-437-4988
Sophia Tello	500 Sierra Vista Dr 231	2-336-1949
Scott Peterson	3659 Moncrest Cir LV 89121	702-813-6910
Jimmy Lagera	7624 Silver Wells Rd LV 89121	702-839-8726
Rhuc Kelli	" "	702-580-7632
Frank Remington	86244 Bristol Way	702-8782992
Laura Shingary	4433 Charleston Ln	35107 702-550
Leslie Lopez	" "	" "
John Montenegro	5221 N. Hollywood Ave LV 89121	702-6067
Whitney Montenegro	" "	" "
Debra Pardo	3659 Moncrest Cir	702-6885757
Lisa Peterson	" "	" "
Justin Lopez	5001 W. Charleston Blvd	" "
Robert Lopez	4464 Haslamon Rd LV 89121	702-397-8110
Greg Lopez	6200 Bonanza Way	702-878-3182
Mark Young	905 Carpenter Dr LV 89121	702-877-1164

PETITION:

OCTOBER 2006

We sign this petition to let everyone know that WE WANT FAMILY AUTO CARE CENTER, AT 5001 W. CHARLESTON BLVD. TO BE APPROVED BY YOU FOR THEIR APPLICATION (GPA-162) WHICH WILL ALLOW GENERAL COMMERCIAL (GC), item APN 16-1-502-011 WARD ONE which will allow the repair of auto engines here.

The applicant is an outstanding mechanic, being learned in the repair of engines. He is honest. He tells you what needs to be done to the engine and the approximate cost. There are no "games" or false promises.

We need this excellent mechanic in this central area of Charleston and Montecello Streets, Family Auto Care Center, 5001 W. Charleston Blvd

NAME	ADDRESS	PHONE
BARBARA VITRANO	217 BROXTON AVE	258-8019
M. [unclear]	"	"
Thelma E. Slaughter	5913 Pebble Beach	638-8767
Richard Slaughter	5913 Pebble Beach	638-8767
Holly Christensen	6337 Dayton Ave	258-9002

RECEIVED AFTER
PC MEETING

To Whom it May Concern,

Our names are Danielle and Scott Thorne, we reside at 6216 Elton Ave. in the Charleston Heights Area of Ward 1. We are both natives to Las Vegas and have lived at this address for the past 10 years. Our home is situated close to the intersection of Jones Blvd. And US 95. We live around the corner from the Mirabelli Community Center and The Leiburn Senior Center. Our children attend the following schools, O.K. Adcock Elementary, Johnson Jr. High, and Bonanza High School. In the 10 years since living at this address, we have chosen to frequent various businesses in close proximity to our home, some of which include, The Meadows Mall, the Target store located at Meadows and Decatur, our Dentist and Orthodontist at Meadows and Decatur, Walmart at Charleston and Torrey Pines, Blockbuster Video at Charleston and Torrey Pines, New Outlook Optical at Rainbow and Sarhara, Walmart Super-Center at Charleston and Decatur and numerous other shops located in and around the above mentioned stores. The reason for listing these various business establishments is to show that we have chosen to patronize these particular businesses in relation to our address. We feel that by doing so, this not only is a convenience to us, but it supports the business owners, whether large or small in our own neighborhood.

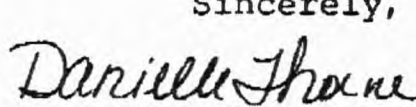
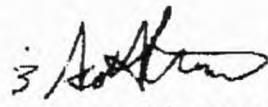
It has been brought to our attention that a business in our area, Family Auto Care, located at 5001 W. Charleston (at Decatur) is interested in obtaining various permits to allow them to continue to operate at this location. Approximately 2 years ago, we were referred to Family Auto Care as we were in need of auto repairs to one of our vehicles. Upon our arrival, we were greeted by a man named Fred Nazaryan. We found him to be courteous, helpful and a man of honesty and

RECEIVED AFTER
PC MEETING

many more. Fred has always gone over and above what a title of a mechanic would mean. We feel so relieved to have a man of this character, operating an auto garage in our neighborhood. Fred and his business is a definite asset to our neighborhood community. We have referred many of our friends and family to Fred for their various auto repair needs and they have encountered the same treatment. This would be a great loss to us and the neighborhood community if Fred were forced to quit operating his business at this location. We are asking that all permits that Fred is requesting be granted. By doing so, this would enable Fred to continue his business and allow us to continue to have a good, honest friend and business man in our neighborhood.

Thank you for your time concerning this matter, we have confidence that the right decision will be made in granting these permits for Fred Nazaryan.

Sincerely,

 
Danielle Thorne and Scott Thorne

RECEIVED AFTER
PC MEETING

September 28, 2006

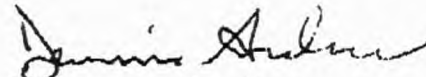
To whomever has the authority to allow the business of FAMILY AUTO CARE operated by Fred Nazaryan to do engine repair at 5100 W. Charleston Blvd.:

We have lived in Las Vegas for more than 10 years and have followed Fred from his former location to the one on West Charleston. He is a very good mechanic and an asset to any neighborhood.

We need an auto engine repair in this area so that access to take a vehicle and to go for it after repair is handy.

A mechanic who is capable and honest with customers is hard to find but here is one. We highly recommend him to anyone with engine trouble.

Respectfully we ask that you approve Fred Nazaryan to operate his business at 5100 West Charleston Blvd.


Dennis Ardine
6160 Shawnee Ave.
Las Vegas NV 89127

P.S. THE CURRENT LOCATION IS A TIRE & RADIATOR SHOP
HIS ABILITY TO OPERATE HERE WILL ONLY SERVE TO
HELP CHANGE THE LOCATION FOR THE BETTER.

RECEIVED AFTER
PC MEETING

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-16201, ZON-16196, SUP-16198 AND SUP-16200

SDR-16197 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Site Development Plan Review FOR A PROPOSED 3,169 SQUARE FOOT AUTO REPAIR GARAGE, MAJOR AND A WAIVER OF THE PERIMETER LANDSCAPING REQUIREMENTS on 0.51 acres at 5001 West Charleston Boulevard (APN 163-01-502-011), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial) Zone], Ward 1 (Tarkanian). 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.

3

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 10-05-06 Planning Commission Meeting Item 33

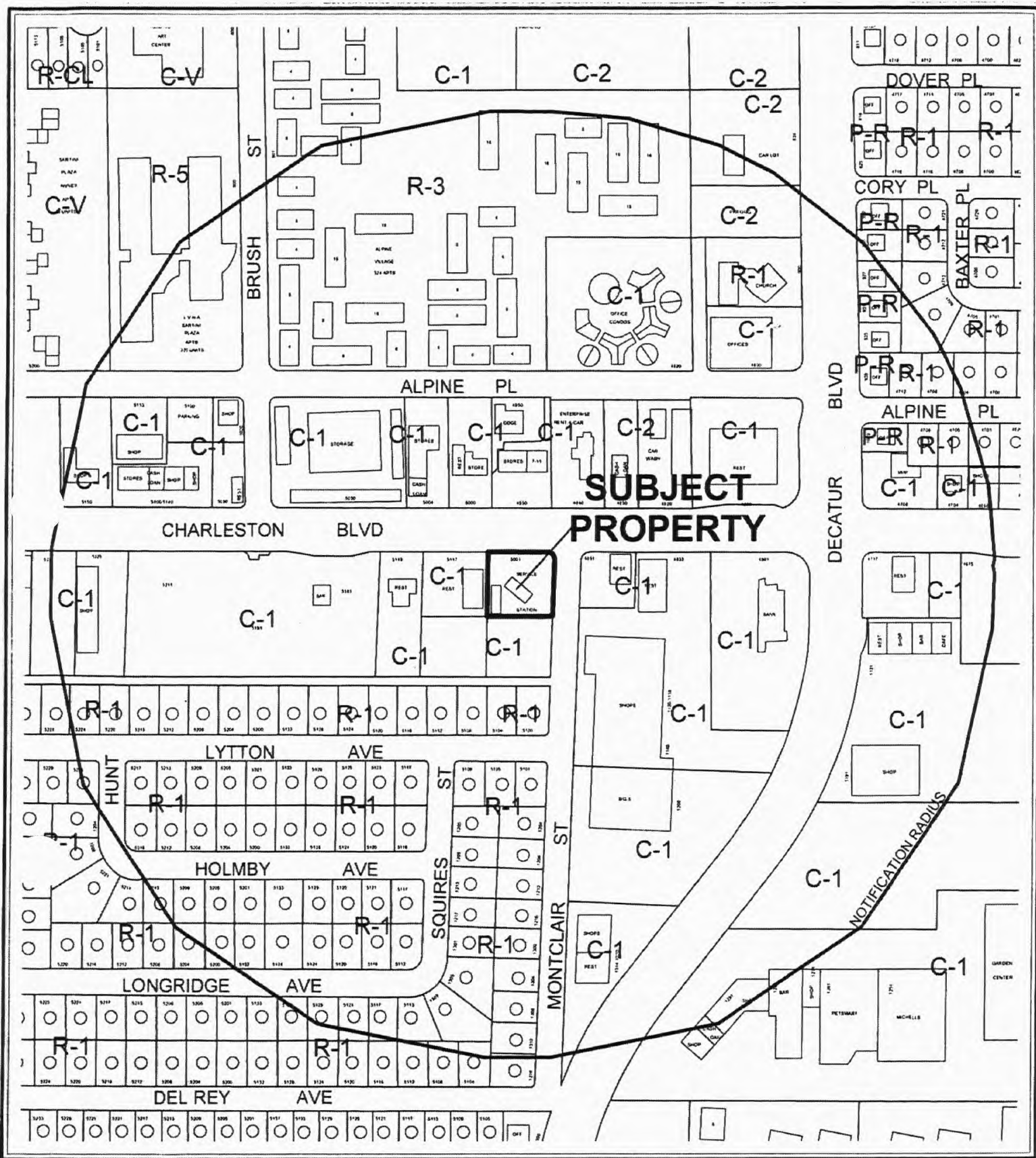
Motion made by GARY REESE to Hold in Abeyance Item 87 [GPA-16201], Item 88 [ZON-16196], Item 89 [SUP-16198], Item 90 [SUP-16200] and Item 91 [SDR-16197], Item 92 [ZON-15031], Item 93 [SDR-15030], Item 101 [GPA-16538], Item 102 [ZON-16609], Item 103 [WVR-16610] and Item 104 [SDR-16611], Item 107 [VAR-14734], Item 108 [VAR-16769], Item 111 [SUP-17404], Item 112 [SUP-17405], Item 113 [SDR-16952] and Item 119 [ROC-17677] to 12/20/2006; Item 94 [VAR-16144], Item 95 [SUP-16143] and Item 109 [VAR-16505] to 01/03/2007; and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 96 [SUP-15347]

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

Minutes:

See Item 87 for related backup.



CASE: **SDR-16197**

RADIUS: 1000 FT

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

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

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: NOVEMBER 1, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE - SDR-16197 - APPLICANT: JOHN VIVIER
ARCHITECT - OWNER: FRED NAZARYAN**

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 1, 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 General Plan Amendment (GPA-16201), Rezoning (ZON-16196), and Special Use Permits (SUPs 16198 & 161200) 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 09/07/06, except as amended by conditions herein.
4. A Waiver from 19.08 is hereby approved, to allow a 5' landscape buffer where a 15' ROW landscape buffer is required and a 0' interior-lot landscape buffer where 8' is required.
5. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.
6. 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.
7. 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).

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 luminaires. Lighting on the exterior of buildings shall be shielded and shall be downward-directed. Non-residential property lighting shall be directed away from residential property or screened, and shall not create fugitive lighting on adjacent properties.
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. Relocate the Trash Enclosure as depicted in the plans date stamped 09/07/06 so as to avoid access through public right-of-way.
13. All signage will comply with the Standards as listed in *Title 19.14 Sign Standards*
14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. All new or modifications to existing driveways shall be designed, located and constructed in accordance to meet the intent of Standard Drawing #222a. Driveways on Charleston Boulevard shall also receive approval from the Nevada Department of Transportation.
16. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.
17. Landscape and maintain all unimproved right-of-way, if any, adjacent to this site. 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.
18. Site development to comply with all applicable conditions of approval for ZON-16196 and all other site-related actions.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This application seeks a Site Development Plan Review of the subject property located at 5001 W. Charleston Boulevard. The proposal has been presented "As-is" with minimal changes provided in landscaping. A companion plan amendment (GPA-16201), Rezoning (ZON-16196), and two Special Use Permits (SUP-16198 & SUP-16200) have been filed with this request.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
Month/date/year	Action
09/26/63	The Board of Zoning Adjustment approved a request to allow a service station on property generally located on the south side of West Charleston between Montclair Street and Wilshire Street (U-61-63).
10/26/63	The Board of City Commissioners approved the request for reclassification of property generally located on the south side of West Charleston between Montclair Street and Wilshire Street (Z-100-62).
08/26/71	The Board of Zoning Adjustment approved a request for a Variance to allow the operation of a truck and trailer rental business on property located at 5001 West Charleston Boulevard (V-30-71).
08/18/99	The City Council approved GPA-14-99 to amend portions of the Southwest Sector Plan to indicate areas of potential transition, correct errors from GIS data conversion, and match actions since 1996.
09/06/00	The City Council approved the Las Vegas 2020 Master Plan. This site is within the Revitalization Area as described in the Plan.
12/01/04	The City Council approved a Special Use Permit (SUP-5291) for an Automotive Repair Garage, Minor.
10/05/06	The Planning Commission recommended denial of companion items GPA-16201, ZON-16196, SUP-16198 and SUP-16200 concurrently with this application. The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item#33/mh).
<i>Related Building Permits/Business Licenses</i>	
1964	Primary 1540 sq. ft. building constructed.
12/12/89	Permit #89047900: Ornamental iron fence completed.
5/11/93	L-894-93: Certificate of Occupancy issued on 1440 sq. ft accessory storage structure.
05/06/95	L-546-94: Permit for 20' freestanding sign expired. No final inspection recorded.
08/26/06	L-368-06: Permit for sign expired. No final inspection recorded.
2/26/06	L-231-05: Non-work Certificate of Occupancy issued.

Pre-Application Meeting

08/04/06	During the pre-application meeting with the representative, John Vivier, staff addressed concerns with previous actions and citations regarding this property. The representative was told that those previous actions would be addressed at the Planning Commission and that the property owner has been violating the existing Special Use Permit (SUP-5291) for Minor Automotive repair.
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Neighborhood Meeting

9/14/06	A Neighborhood meeting was held at 5:44 pm at 5001 W. Charleston Blvd. In attendance were: three members of the development team; three members of the public; City Liaison Jeanne Maust; City Planner Doug Rankin; and the property owner. The following concerns were raised at the meeting: • Property needs to be cleaned up • Request for a 10-foot CMU block wall surrounding the property • Sales of used vehicles on site currently • Illegal signage on site currently • Request for a 3-foot block wall along Charleston • Will the driveways change? • Will vehicles be stored on site? The meeting adjourned at 6:30 pm
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Details of Application Request

Site Area

Gross Acres	0.51
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Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Minor Auto Repair	SC (Service Commercial)	C-1 (Limited Commercial)
North	Convenience Store	SC (Service Commercial)	C-1 (Limited Commercial)
South	Parking Lot	SC (Service Commercial)	C-1 (Limited Commercial)
East	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)
West	Restaurant	SC (Service Commercial)	C-1 (Limited Commercial)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		N	N/A
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts		N	N/A
A-O Airport Overlay District	Y		Y
Trails		N	N/A
Rural Preservation Overlay District		N	N/A
Development Impact Notification Assessment		N	N/A
Project of Regional Significance		N	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following parking standards apply:

<i>Standard</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
Min. Lot Size	N/A	N/A	N/A
Min. Lot Width	100'	150'	Y
Min. Setbacks			
• Front	20'	68'	Y
• Side	10'	35'*	Y
• Corner	15'	47'	Y
• Rear	20'	24'*	Y
Min. Distance Between Buildings	6'	11'-8"	Y
Max. Lot Coverage	50%	14%	Y
Max. Building Height	NA	15'	Y
Trash Enclosure	1	1	Y
Mech. Equipment	All Mechanical Equipment screened	Y	Y

*An existing non-conforming 1,440 sq. ft. accessory structure located at the northeast corner of the property is 2 feet from both the rear and side property lines.

Pursuant to Title 19.12, the following parking standards apply:

<i>Landscaping and Open Space Standards</i>				
<i>Standards</i>	<i>Required</i>		<i>Provided</i>	<i>Compliance</i>
	<i>Ratio</i>	<i>Trees</i>		
Parking Area	1 Tree: 6 uncovered spaces w/ 1 tree per landscape island	3 Trees	0 Trees	N
Buffer:				
Min. Trees	1 Tree:30 Linear Feet	10 Trees	10 Trees	Y
TOTAL		13 Trees	10 Trees	N
Min. Zone Width	15 Feet ROW buffer & 8' interior lot buffer			N

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	Gross Floor Area or Number of Units	Required			Provided		Compliance
		Parking Ratio	Parking		Parking		
			Regular	Handi-capped	Regular	Handi-capped	
Auto Repair Garage (Major)	3,169 SF.	1 space per 200 SF GFA plus 5 additional spaces	21	1	23	1	Y
Tow Service no storage		1 space per employee plus one space per truck	2	0	2	0	Y
TOTAL (including handicap)			23	1	23	1	Y
Loading Spaces			1		1		Y

Waivers		
Request	Requirement	Staff Recommendation
To allow 5' landscape buffer where 15' min. landscape buffer adjacent to ROW is required; To allow 0' landscape buffer where 8' min. landscape buffer on interior lot lines is required.	15' min landscape buffer adjacent to ROW; 8' min. landscape buffer on interior lot lines	Denial
To allow no trees where three (3) 24" box trees are required for parking lot landscaping.	One (1) 24" box tree provided per 6 uncovered spaces w/ 1 tree per landscape island	Denial

ANALYSIS

The applicant has proposed Site Development Plan review for the property "As Existing" with only minor changes coming in the form of planted trees and a trash enclosure that is accessed across a public right-of-way. In addition to the inadequate landscaping the applicant has yet to address the issues that arose during the Special Use Permit (SUP-5291) for a Minor Auto Repair Facility. Since that approval, this property has been cited for sign violations and zoning violations. Specifically, the subject site still contains razor wire, which is inappropriate in any commercial zoning designation. The project area had been previously conditioned to remove the existing razor wire to comply with *Title 19.08 Development Standards* for the approval of SUP-5291.

Since this project requires too many deviations from Title 19, none of which are minor, denial is recommended.

FINDINGS

The following findings must be made for an SDR:

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

In regard to "1":

A major automotive repair garage with Tow Service is not compatible with adjacent land uses, as most of these properties are zoned C-1 (Limited Commercial).

In regard to “2”:

The proposed development is not In addition, the applicant has requested a parking lot and perimeter landscape waiver. As such, this design is not consistent with Title 19.

In regard to “3”:

The subject site is located along Charleston Boulevard. As the Tow Service has been dedicated to the eastern side it will most likely access the property via Montclair St This district allows for commercial uses that primarily serve local area patrons.

In regard to “4”:

The subject site still contains the razor wire that was to be removed for approval of SUP-5291, which is inappropriate for any commercially-zoned location. Therefore, the project has been again conditioned to remove the existing razor wire to comply with *Title 19.08 Development Standards*. The Development Standards section of Title 19 states: “Unless otherwise approved as part of an overall development plan, the following materials shall not be acceptable for use as screening or perimeter walls. In addition, the applicant has requested a parking lot and perimeter landscape waiver. As such, this design is not consistent with Title 19.

In regard to “5”:

Since the proposed projects seeks to submit a development review “as existing” it warrants to note that it has been previously cited for code violations for undesirable and o

In regard to “6”:

As this Site Development Plan Review stems from an existing location with recent Code Enforcement citations and the applicant is proposing the project “

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

ASSEMBLY DISTRICT 3

SENATE DISTRICT 11

NOTICES MAILED 136 by Planning Department

APPROVALS 2

PROTESTS 1



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-16197** APN: **163.01.502.011**
Name of Property Owner: **FRED NAZARTAN**
Name of Applicant: **JOHN VIVIER ARCHITECT**

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: _____

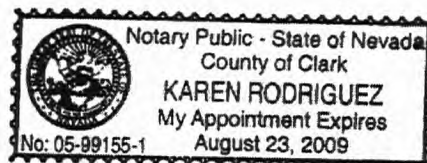
Signature of Property Owner: _____

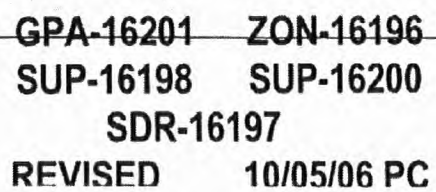
Print Name: **FRED NAZARTAN**

Subscribed and sworn before me

This **22** day of **Aug**, 20**06**

Karen Rodriguez
Notary Public in and for said County and State





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SEP 07 2006



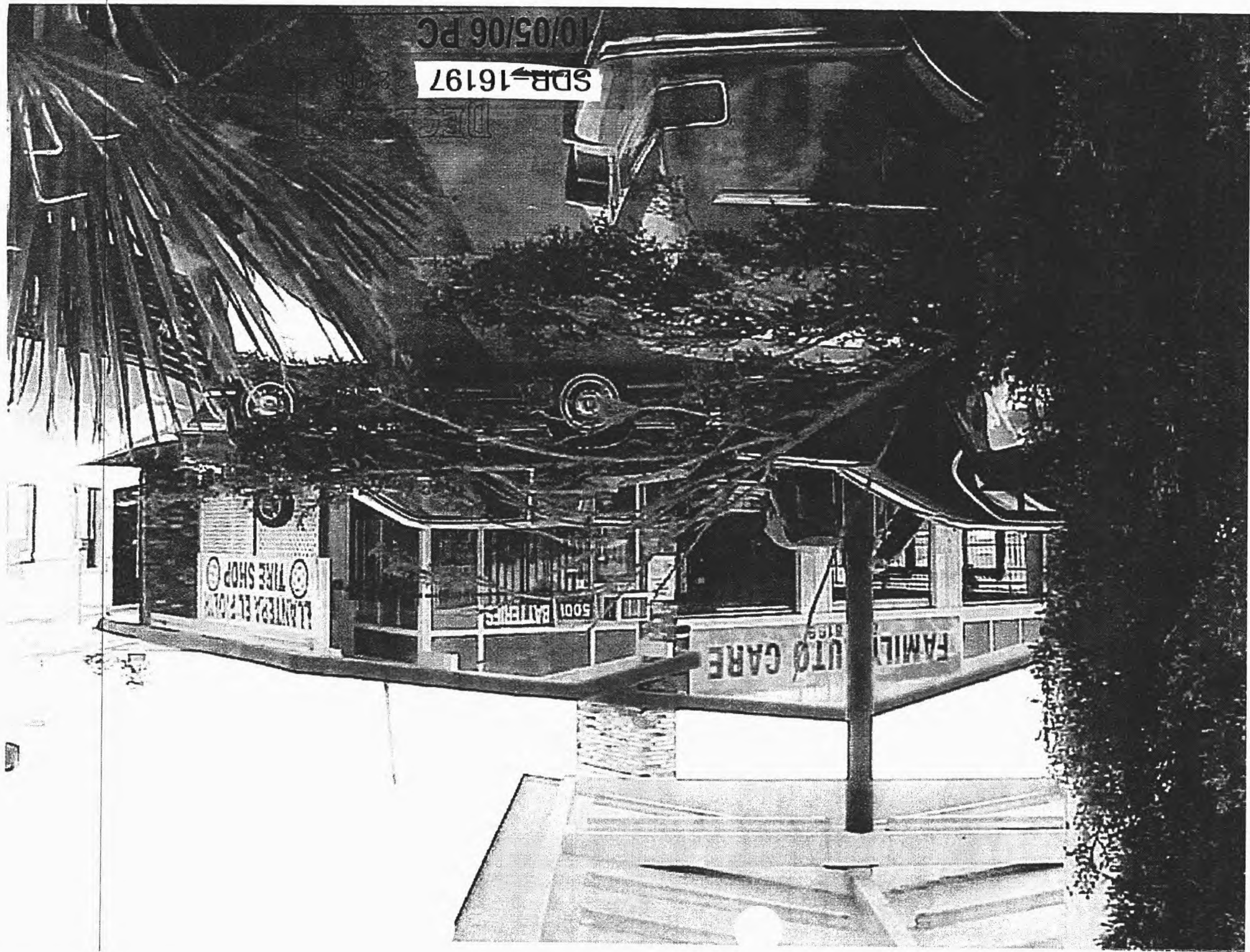
SDR-16197

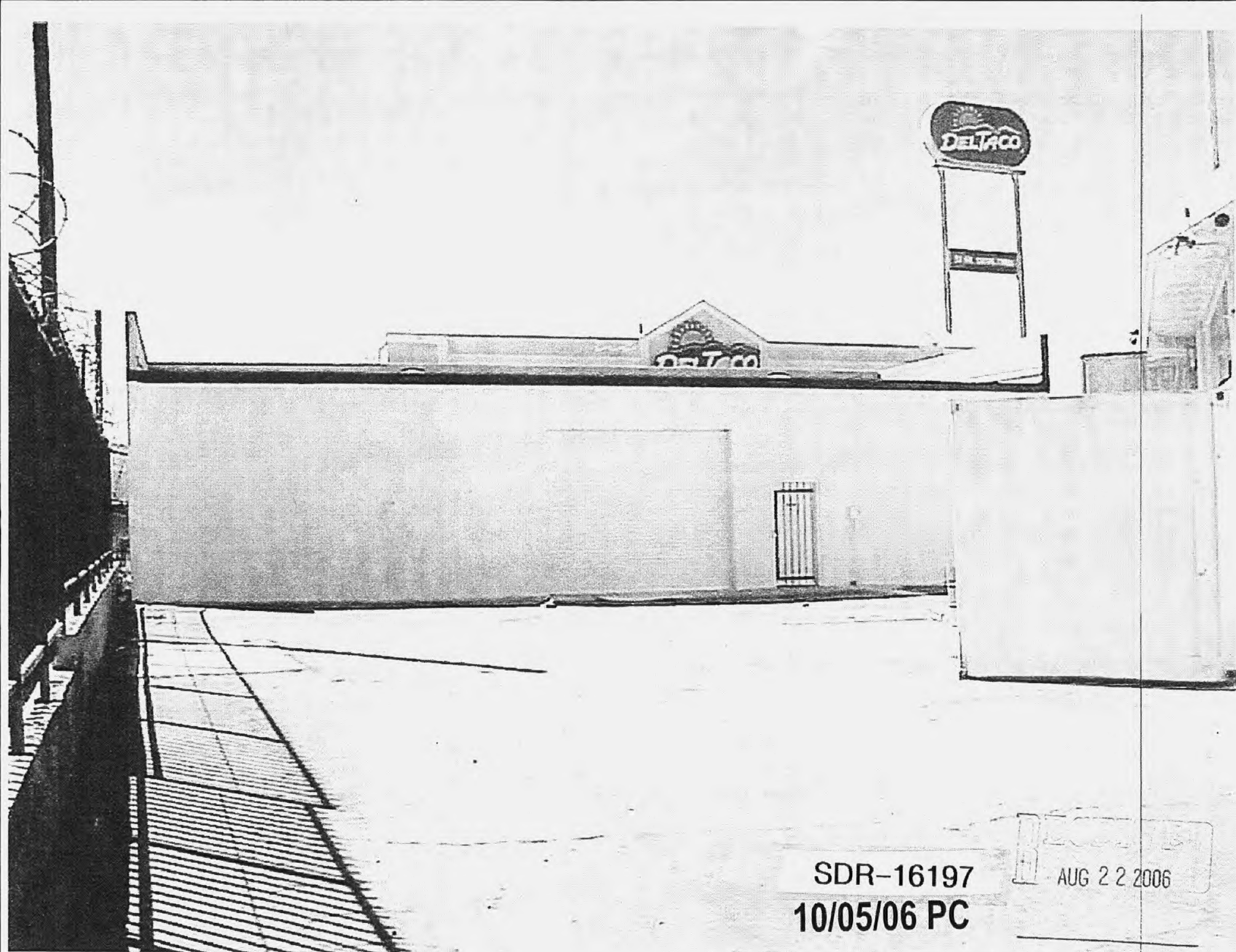
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10/05/06 PC

SDB-16197





SDR-16197
10/05/06 PC

AUG 22 2006



GPA-16201, ZON-16196, SUP-16198, SUP-16200 AND SDR-16197 - APPLICANT: JOHN VIVIER
ARCHITECT - OWNER: FRED NAZARYAN
5001 WEST CHARLESTON BOULEVARD
OCTOBER 5, 2006 PLANNING COMMISSION

08/30/06



GPA-16201, ZON-16196, SUP-16198, SUP-16200 AND SDR-16197 - APPLICANT: JOHN VIVIER
ARCHITECT - OWNER: FRED NAZARYAN
5001 WEST CHARLESTON BOULEVARD
OCTOBER 5, 2006 PLANNING COMMISSION

08/30/06



GPA-16201, ZON-16196, SUP-16198, SUP-16200 AND SDR-16197 - APPLICANT: JOHN VIVIER
ARCHITECT - OWNER: FRED NAZARYAN
5001 WEST CHARLESTON BOULEVARD
OCTOBER 5, 2006 PLANNING COMMISSION

08/30/06

Fred Nazaryan
5001 West Charleston Blvd.
Las Vegas, NV 89146

To:

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

August 21, 2006

Justification letter for a Zoning change request from C-1 to C-2.

The property located on Charleston Boulevard West, at the number 5001, APN 163-01-502-011 consists of two existing buildings presently used for minor auto repairs. The rest of the property, as shown on the plan A1 consists of parking spaces and driveways.

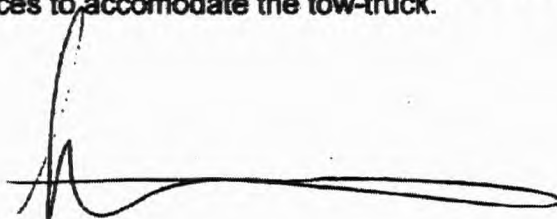
The limitation of business required by the C-1 zoning regulations is very restrictive, whence frustrating. Minor technical interventions often lead to more severe diagnostics for which necessary repairs are not allowed on location, therefore causing a considerable loss of business.

The change to C-2 Zoning would bring a tremendous improvement in this company's business.

No change would occur in the appearance of the repair shop as well as the parking lot since the application includes the use of a tow-truck without storage. There is actually enough parking spaces to accomodate the tow-truck.

Sincerely,

Fred Nazaryan
Business Owner

A handwritten signature in black ink, appearing to be 'Fred Nazaryan', with a long horizontal flourish extending to the right.

SDR-16197
10/05/06 PC

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

Sept. 25-2006

Planning Commission

I am against all fine requested for a rezoning for Fred Nazaryan. The place he has now is an eye-sore - looks like a new car lot with tires piled up in back.

Enough is enough.

Thank you
Lyle Frazer
5104 Lytton Ave.
Las Vegas NV 89146

GPA-116201
ZON-116196
SUP-116198
SUP-116200
SDR-116197

ITEM # 27-33
CASE #
PC MTG 10-5-06

September 28, 2006

To Whom It May Concern,

My name is Tori Jackson and I live in the Charleston Heights area of district 1. I have lived in this neighborhood for the past 15 years and have lived in this home for over 10 years. I have never before written a letter over a permit issue, but I feel very strongly about this situation and have chosen to address my comments to you.

It has come to my attention that a business that I frequent is attempting to receive operating permits that would allow them to continue doing business at that location. This business is called Family Auto Care and is located at 5100 West Charleston Blvd. My husband and I have known Fred Nazaryan for almost two years, during which he has helped us on numerous occasions with repairs to our car. He has been courteous, helpful, and accommodating to our schedule and needs. We recommend him to our friends as a dependable and honest person to do business with. We believe that his garage is a great asset to our community and we would be very upset if he were forced to quit doing business at that location. We feel that it would definitely be in the best interest of our community if the permits he is requesting were granted.

Thank you for your time and consideration in this matter. If you would like to meet with me or any of my friends that also do business with Fred, I would be happy to arrange it. I hope that this matter will be settled quickly and to our satisfaction.

Sincerely,

Tori Jackson

ATTENTION: Planning Commission

FROM: Tori Jackson

332 South Crestline Dr.

Las Vegas, NV 89107

Ph. # 870-0237

RE: Permit Requests for Family Auto Care

5100 West Charleston Blvd.

PERMIT #'s: GPA 16201

ZON 16196

SUP 16198

SUP 16200

SDR 16197

OCT 02 2006

ITEM # 29-33

← CASE # See list

PC MTG 10-5-06

A

October 1, 2006

To Whom it May Concern,

Our names are Danielle and Scott Thorne, we reside at 6216 Elton Ave. in the Charleston Heights Area of Ward 1. We are both natives to Las Vegas and have lived at this address for the past 10 years. Our home is situated close to the intersection of Jones Blvd. And US 95. We live around the corner from the Mirabelli Community Center and The Leiburn Senior Center. Our children attend the following schools, O.K. Adcock Elementary, Johnson Jr. High, and Bonanza High School. In the 10 years since living at this address, we have chosen to frequent various businesses in close proximity to our home, some of which include, The Meadows Mall, the Target store located at Meadows and Decatur, our Dentist and Orthodontist at Meadows and Decatur, Walmart at Charleston and Torrey Pines, Blockbuster Video at Charleston and Torrey Pines, New Outlook Optical at Rainbow and Sarhara, Walmart Super-Center at Charleston and Decatur and numerous other shops located in and around the above mentioned stores. The reason for listing these various business establishments is to show that we have chosen to patronize these particular businesses in relation to our address. We feel that by doing so, this not only is a convenience to us, but it supports the business owners, whether large or small in our own neighborhood.

It has been brought to our attention that a business in our area, Family Auto Care, located at 5001 W. Charleston (at Decatur) is interested in obtaining various permits to allow them to continue to operate at this location. Approximately 2 years ago, we were referred to Family Auto Care as we were in need of auto repairs to one of our vehicles. Upon our arrival, we were greeted by a man named Fred Nazaryan. We found him to be courteous, helpful and a man of honesty and

integrity. Over the past 2 years we have continued to frequent this business for those reasons and many more. Fred has always gone over and above what a title of a mechanic would mean. We feel so relieved to have a man of this character, operating an auto garage in our neighborhood. Fred and his business is a definite asset to our neighborhood community. We have referred many of our friends and family to Fred for their various auto repair needs and they have encountered the same treatment. This would be a great loss to us and the neighborhood community if Fred were forced to quit operating his business at this location. We are asking that all permits that Fred is requesting be granted. By doing so, this would enable Fred to continue his business and allow us to continue to have a good, honest friend and business man in our neighborhood.

Thank you for your time concerning this matter, we have confidence that the right decision will be made in granting these permits for Fred Nazaryan.

Sincerely,

Danielle Thorne & Scott Thorne
Danielle Thorne and Scott Thorne

OCT 02 2006

ITEM # 29-33
CASE # _____
PC MTG VC 504

A

October 3, 2006

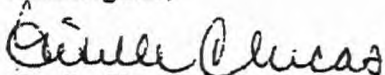
To Whom it May Concern:

I write this letter with a heavy heart and much concern. I have been a resident of this wonderful city for over 34 years. I have been driving & owned a car in Las Vegas for the last 32 years. Regretfully I say, I had yet to find an honest mechanic in this town. Two years ago I was introduced to Fred Nazaryan, who owns Family Auto Care. Fred is very honest and very professional. He is caring and very fare with his prices. I always leave happy and never feel "ripped off." He goes the extra mile to make his customer happy.

I honestly am very upset to hear that someone is looking to put him out of business. As a citizen and tax payer in this city I would ask that you consider how this would affect many people in our area. I have referred many friends and family to him and all of which have been very happy with his work. I stress to think who I would now take my cars to, to be repaired. I am a single mother in this town and feel very confident with Fred to give him my business. I ask that you please allow him to continue his shop where he is at.

Please feel free to contact me with any questions. I am pleased to help any way I can.

Best Regards,



Giselle Clucas
6124 Cromwell Cir
Las Vegas, Nv 89107
878-5040
927-0708

GPA-16201
ZON 16196
SUP 16198
SUP 16200
SDR-16197

ITEM # 27.33
CASE # 200 415
PC MTG 10 03 06



CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

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

October 5, 2006

RE: Please include all Items on Thursday October 5, 2006's Agenda concerning Family Auto Care APN #163-01-502-011 located at 5001 West Charleston Boulevard.

Dear Planning Commission,

We would like you to vote in favor of all items connected with Family Auto Care located at 5001 West Charleston Boulevard.

This Locally-owned Company is in a great location with easy accessibility. Many of our Charleston Neighborhood Preservation members have used this facility, and pass the word on to their neighbors. Family Auto Care has well-trained mechanics who provide excellent service. We feel this facility is greatly needed in this area.

Please VOTE IN FAVOR OF FAMILY AUTO CARE for each of the Items connected with them.

Thank you very much.

June Ingram
259-3094

and

Pamela Stancliffe
258-1517

RECEIVED AFTER PC MEETING

MEMBERS

Vicki Arnold - Juanita Clark - Miriam Een - Marcus Gobel - Rose Honrath - June Ingram - Rick Johnson - Sherry Mason
- Gene & Pearl Lonardo - Dorothy Orr - Barbara Roth - Layne Rushforth - Dennis Ardine - Pamela Stancliffe - Others

**THE FOLLOWING
PAGE(S) ARE
ILLEGIBLE/POOR
QUALITY**



CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

PHONE: (702) 877-2438

5 OCTOBER 2006

Dear CLV PLANNING COMMISSIONERS:

Following are 2 letters and 2 pages of signatures requesting

APPROVAL of applicant Fred Nazaryan for GPA-16201 and for

GENERAL COMMERCIAL so that he can repair car motor.

What an asset to the neighborhood to have a true mechanic who is
outstanding, honest and efficient!

This new auto repair will be an improvement to the area rather than the
old tire shop which has been there for 20 + years we understand.

We have heard Roger Anderson share his concerns and welcome his
improvements and additions to the neighborhood, also.
His "APARTMENT" plans for the land South of the former Red Rock
Theatre complex, will be bringing more vehicles which are better repaired in
the immediate area.

No one from our group will be speaking or reading in person this evening.

Please consider the 2 letters, petitions and this statement as a guide and
make recommendations this night of 5 October 2006.

FOR GPA-16201 is all the information above.

Thank you.

Juanita Clark, assistant to President Ingram

**RECEIVED AFTER
PC MEETING**

MEMBERS

Vicki Arnold - Juanita Clark - Miriam Ben - Marcus Gobel - Rose Honrath - June Ingram - Rick
Gene & Pearl Lonardo - Sherry Mason - Dorothy Orr - Barbara Roth - Layne Rushforth - Pam...

RECEIVED AFTER PC MEETING

PETITION:

OCTOBER 2006

We sign this petition to let everyone know that WE WANT FAMILY AUTO CARE CENTER, AT 5001 W. CHARLESTON BLVD. TO BE APPROVED BY YOU FOR THEIR APPLICATION (GPA-1610) WHICH WILL ALLOW GENERAL COMMERCIAL (GC), item APN 10-00-502-011 WARD ONE which will allow the repair of auto engines here.

The applicant is an outstanding mechanic, being learned in the repair of engines. He is honest. He tells you what needs to be done to fix your engine and the approximate cost. There are no "games" or false promises.

We need this excellent mechanic in this central area of Charleston and Montecello Streets, Family Auto Care Center, 5001 W. Charleston Blvd.

NAME	ADDRESS	PHONE
Harold Linder	10425 Villa Ridge Dr	360-3590
Frank A. Jackson	4550 W. Sahara Ave	83-4760
Frank A. Jackson	7500 BUSH GARDEN LN	6563655
Disolito Villa	1409 Patent Street	2-437-4988
Daphia Tendo	500 Sierra Vista Dr 231	336-1949
Scott Petersen	3659 Moncrest Cir LV 89121	813-6910
Jimmy Lagoya	7634 Silver Wells Rd LV 89121	702-839-8726
Ricardo Keli	" "	702-580-7632
Fred Remington	6244 Bristol Way	202-8782992
Laura Shingary	4433 Aberdeen Ln	25107 501-5550
Jessie Lopez	" "	" "
Robert Montenegro	5221 Holby Ave LV 89121	6067
Debra P. Lee	3659 Moncrest Cir	800-688-5757
Lisa Peterson	" "	" "
Justin L. Lee	7017 W. Manhattan - 89121	" "
Mike DeLeon	4464 Rossmore St LV 89121	702-395-8110
Joe Lopez	6200 Bonanza Way	702-878-3182
Frank Young	905 Carpenter Dr	702-877-1164

PETITION:

OCTOBER 2006

We sign this petition to let everyone know that WE WANT FAMILY AUTO CARE CENTER, AT 5001 W. CHARLESTON BLVD. BE APPROVED BY YOU FOR THEIR APPLICATION (GPA-162) WHICH WILL ALLOW GENERAL COMMERCIAL (GC), item APN 166-502-011 WARD ONE which will allow the repair of auto engines here.

The applicant is an outstanding mechanic, being learned in the repair of engines. He is honest. He tells you what needs to be done to the engine and the approximate cost. There are no "games" or false promises.

We need this excellent mechanic in this central area of Charleston and Montecello Streets, Family Auto Care Center, 5001 W. Charleston Blvd

NAME	ADDRESS	PHONE
BARBARA VITRANO	217 BROXTON AVE	758-8019
M. R. R. R.	"	"
Thelma E. Slaughter	5913 Pebble Beach Dr	638-8767
Michael Slaughter	5913 Pebble Beach Dr	638-8707
Holly Christensen	6337 Dayton Ave	258-9002

RECEIVED AFTER
PC MEETING

To Whom it May Concern,

Our names are Danielle and Scott Thorne, we reside at 6216 Elton Ave. in the Charleston Heights Area of Ward 1. We are both natives to Las Vegas and have lived at this address for the past 10 years. Our home is situated close to the intersection of Jones Blvd. And US 95. We live around the corner from the Mirabelli Community Center and The Leiburn Senior Center. Our children attend the following schools, O.K. Adcock Elementary, Johnson Jr. High, and Bonanza High School. In the 10 years since living at this address, we have chosen to frequent various businesses in close proximity to our home, some of which include, The Meadows Mall, the Target store located at Meadows and Decatur, our Dentist and Orthodontist at Meadows and Decatur, Walmart at Charleston and Torrey Pines, Blockbuster Video at Charleston and Torrey Pines, New Outlook Optical at Rainbow and Sarhara, Walmart Super-Center at Charleston and Decatur and numerous other shops located in and around the above mentioned stores. The reason for listing these various business establishments is to show that we have chosen to patronize these particular businesses in relation to our address. We feel that by doing so, this not only is a convenience to us, but it supports the business owners, whether large or small in our own neighborhood.

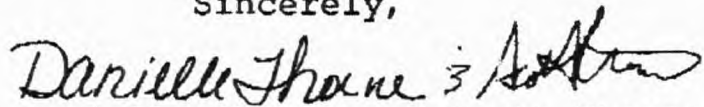
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RECEIVED AFTER
PC MEETING

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Thank you for your time concerning this matter, we have confidence that the right decision will be made in granting these permits for Fred Nazaryan.

Sincerely,


Danielle Thorne and Scott Thorne

RECEIVED AFTER
PC MEETING

September 28, 2006

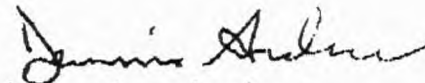
To whomever has the authority to allow the business of FAMILY AUTO CARE operated by Fred Nazaryan to do engine repair at 5100 W. Charleston Blvd.

We have lived in Las Vegas for more than 10 years and have followed Fred from his former location to the one on West Charleston. He is a very good mechanic and an asset to any neighborhood.

We need an auto engine repair in this area so that access to take a vehicle and to go for it after repair is handy.

A mechanic who is capable and honest with customers is hard to find out here is one. We highly recommend him to anyone with engine trouble.

Respectfully we ask that you approve Fred Nazaryan to operate his business at 5100 West Charleston Blvd.


Dennis Ardine
6160 Shawnee Ave
Las Vegas NV 89137

*P.S. THE CURRENT LOCATION IS A TIRE & RADIATOR SHOP
HIS ABILITY TO OPERATE HERE WILL ONLY SERVE TO
HELP CHANGE THE LOCATION FOR THE BETTER.*

RECEIVED AFTER
PC MEETING

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT CITY COUNCIL MEETING OF: DECEMBER 6, 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

157

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.

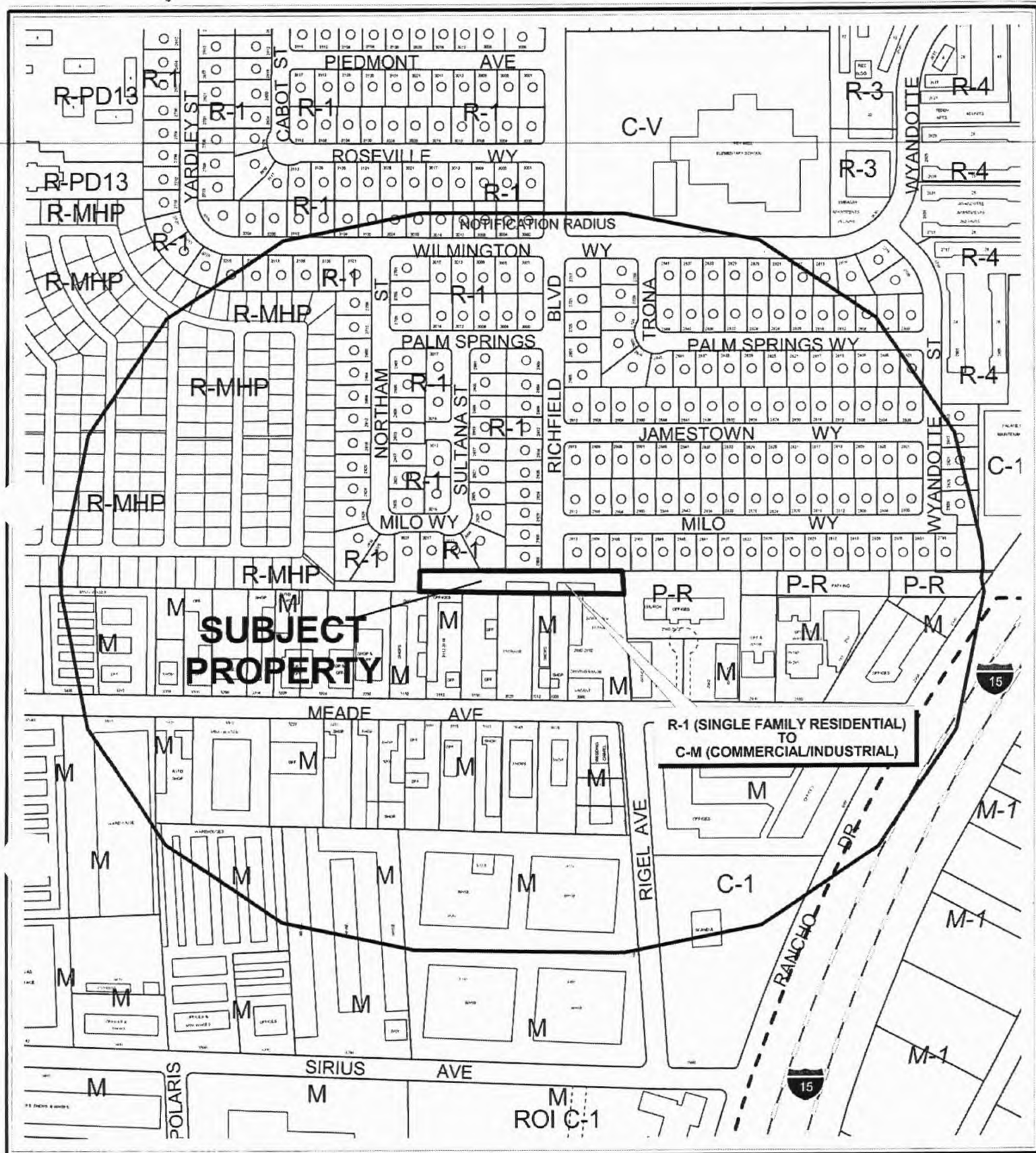
BACKUP DOCUMENTATION:

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. Protest petition with 157 signatures
7. Submitted after final agenda – Abeyance request by Attorney Allen for Items 92 and 93
8. Backup referenced from the 08-24-06 Planning Commission meeting Item 42

Motion made by GARY REESE to Hold in Abeyance Item 87 [GPA-16201], Item 88 [ZON-16196], Item 89 [SUP-16198], Item 90 [SUP-16200] and Item 91 [SDR-16197], Item 92 [ZON-15031], Item 93 [SDR-15030], Item 101 [GPA-16538], Item 102 [ZON-16609], Item 103 [WVR-16610] and Item 104 [SDR-16611], Item 107 [VAR-14734], Item 108 [VAR-16769], Item 111 [SUP-17404], Item 112 [SUP-17405], Item 113 [SDR-16952] and Item 119 [ROC-17677] to 12/20/2006; Item 94 [VAR-16144], Item 95 [SUP-16143] and Item 109 [VAR-16505] to 01/03/2007; and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 96 [SUP-15347]

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

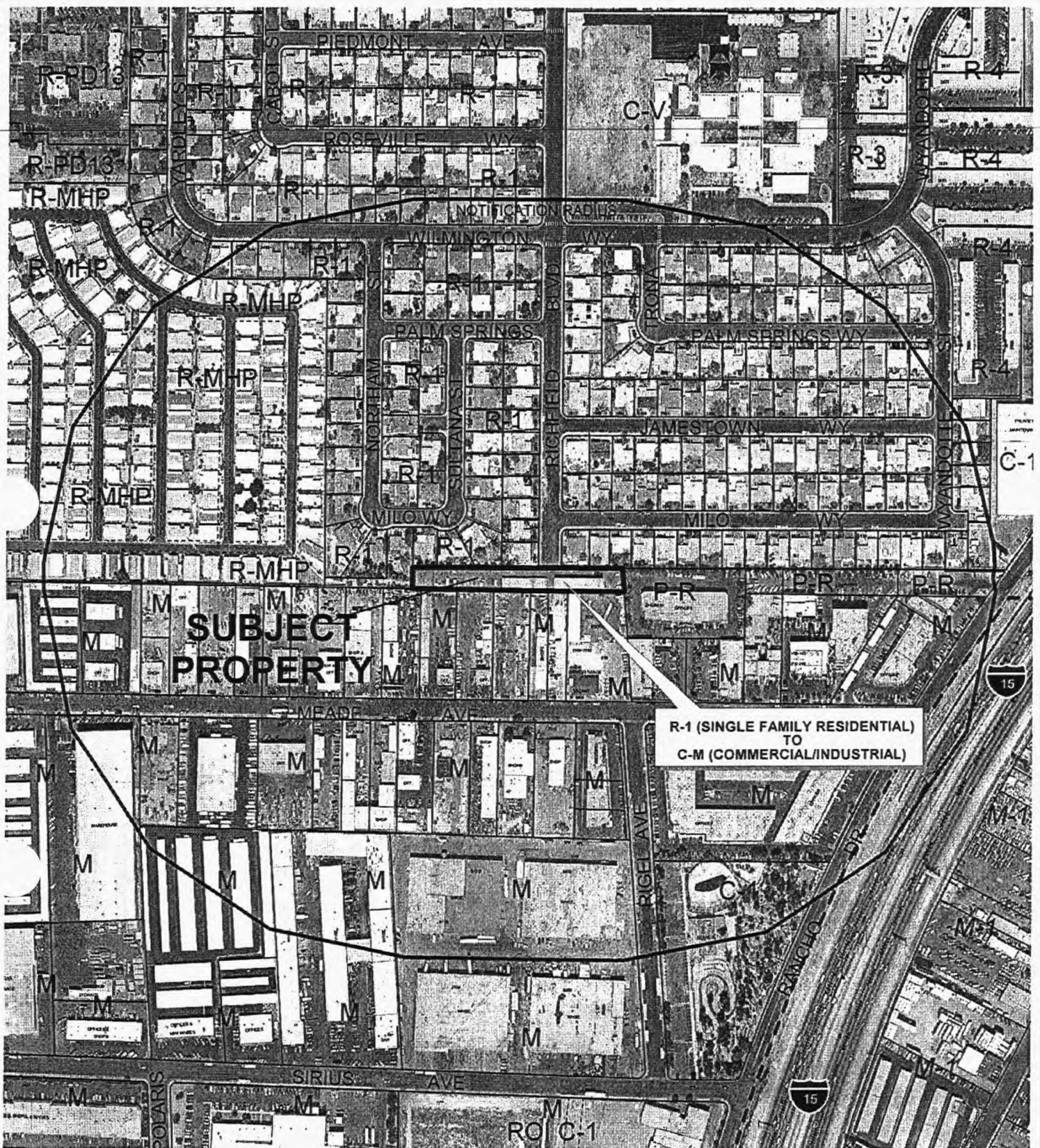


CASE: ZON-15031

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)

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

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

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 15, 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	34,848 ± 1	8 acres
Total Building Area	9,160 sq ft	
F.A.R.	1.82	
PARKING		
Required		
1 1200 gals		9 spaces
Total Required		9 spaces
Provided		25 spaces
HVC Required		1 space
HVC Provided		2 spaces
SETBACKS		
Required		Provided
Front	10'	20' - Existing
Side	10'	42 Min. - Existing
Corner	10'	10' - Existing
BUILDING		
Required		Provided
Max Height	N/A	25'-6"
Max Lot Coverage	N/A	N/A
LANDSCAPING		
Required		Provided
Min. Zone Depth	ft	Existing
Min. Trees	1 per 20'	1 per 20' - Existing
Fire Turning Radius 5.5' x 10' 0" Stones the subject		
Fire Turning Radius Typical Parking Spaces		

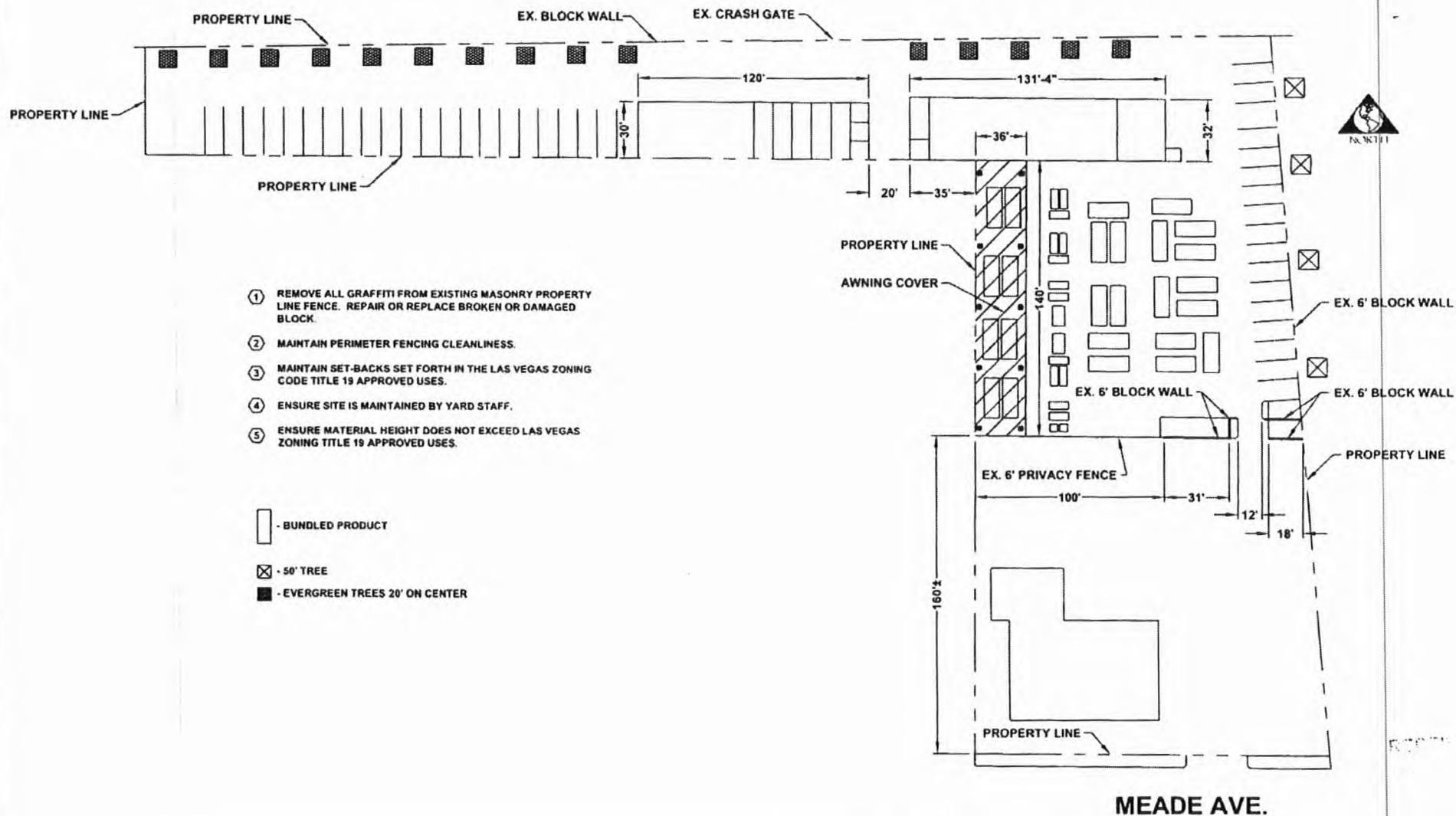
Fire Turning Radius	Typical Parking Spaces
10.0m	10.0m
12.0m	12.0m
14.0m	14.0m
16.0m	16.0m
18.0m	18.0m
20.0m	20.0m
22.0m	22.0m
24.0m	24.0m
26.0m	26.0m
28.0m	28.0m
30.0m	30.0m
32.0m	32.0m
34.0m	34.0m
36.0m	36.0m
38.0m	38.0m
40.0m	40.0m
42.0m	42.0m
44.0m	44.0m
46.0m	46.0m
48.0m	48.0m
50.0m	50.0m
52.0m	52.0m
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82.0m	82.0m
84.0m	84.0m
86.0m	86.0m
88.0m	88.0m
90.0m	90.0m
92.0m	92.0m
94.0m	94.0m
96.0m	96.0m
98.0m	98.0m
100.0m	100.0m

CMU Wall C-C

Las Vegas, NV

ZON-15031
08/24/06 PC

FRONTLINE GROUP**musch architecture studio**



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**

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

ATTORNEYS AT LAW

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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

RECEIVED
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 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.

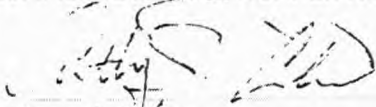
Site Plan Review:

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:

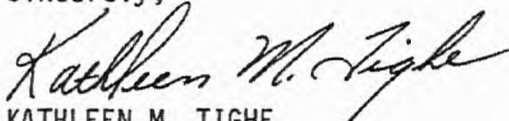
1. No use be permitted in the westerly 230 feet prior to review and approval by the Board of Zoning Adjustment.
2. Install 24 inch boxed evergreen trees 20 feet on center along the north property line as required by the Department of Community Planning and Development.
3. Obtain approval of connection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

2006 NOV 13 A 10:14

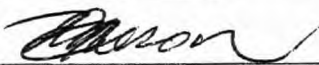
RECEIVED
CITY CLERK

Protest

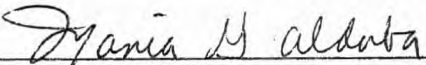
1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
2. Whereas this present protection gives the residents of the Richfield Neighborhood a voice in maintaining a reasonable quality of life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

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

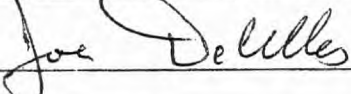
Print Name ELIZABETH L. YUSON Address 2801 JAMES TOWN WAY Zip 89102

Signature x 

Print Name Maria Aldaba Address 2829 MILO WAY Zip 89102

Signature x 

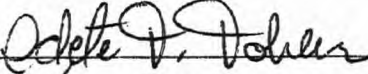
Print Name Joe DeCelles Address 3100 MERRITT AVE Zip 89102

Signature x 

Print Name Mario Zermeno Address 3024 WILSON WAY Zip 89102

Signature x 

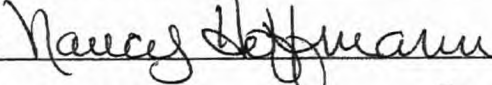
Print Name Odete Tobler Address 2900 Richfield B Zip 89102

Signature x 

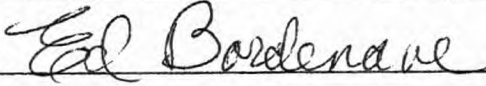
Print Name Bernie Knight Address 2604 GARDLEY Zip 89102

Signature x 

Print Name Nancy Hoffmann Address 2832 Palm Spring Way Zip 89102

Signature x 

Print Name Ed BORDENAVE Address 3013 KINGS WAY Zip 89102

Signature x 

Submitted after final decision

Date 11/13/06 Item # 93

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CITY CLERK

RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

2006 NOV 13 A 10:14

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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 4th 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 Esparza Address 2900 Milo Way Zip 89102

Signature x Antonio Esparza

Print

Name Mariya waldo Comino Address 2828 Milo Way Zip 89102

Signature x Mariya Comino

Print

Name Brenda L Vallejo Address 110 Milo Way Zip 89102

Signature x Brenda Vallejo

Print

Name Juan Salas Address 2817 Williamson 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 Salomon Vallejos Address 2816 Milo Way Zip 89102

Signature x Salomon Vallejos

RECEIVED
SLACK

**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 HINDRA Baggio Address 3013 Merritt Ave Zip 89102

Signature x Hinda Baggio

Print

Name DANA Baggio Address 3013 MERRITT AVE Zip 89102

Signature x Dana Baggio

Print

Name Jennifer White Address 3017 Milo Way Zip 89102

Signature x Jennifer White

Print

Name Jorge Navarrete Address 2724 Merritt Ave Zip 89102

Signature x Jorge Navarrete

Print

Name Huline Humada Address 3108 Roseville Zip 89102

Signature x Huline Humada

Print

Name Gerard Barch Address 3013 Milo Way Zip 89102

Signature x Gerard Barch

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

2006 NOV 13 A 10:14

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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 ^{Daughter} / for Zella Meyer (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
CITY CLERK

RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

2006 NOV 13 A 10:15

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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 R R I L L O

Print Name JUDY BURNS Address 2804 ALCOA AVE Zip 89102

Signature x Judy T Burns

Print Name ~~XXXXXXXXXX~~ 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 A Whipple

**RICHFELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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- 2006 NOV 13 A 10:15
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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 Ahmad 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 1800 JAMESTOWN WAY Zip 89102

Signature x David Darby

Print Name Wayne Katzenberger Address 3004 Palm Springs Way Zip 89102

Signature x Wayne Katzenberger

Print Name Nancy RATZENBERGER Address 3004 Palm Springs Way Zip 89102

Signature x Nancy Katzenberger

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

CITY CLERK

2006 NOV 13 A 10:15

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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 LETICIA FRANK Address 3008 WILMINGTON LV NV Zip 89102

Signature x Leticia Frank

Print

Name Phillip J. Fick Address 2725 Alcoa Ave Zip 89102

Signature x Phillip Fick

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 GILIO AVELLA Address 2905 ALCOA AVE Zip 89102

Signature x Gilio Avella

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**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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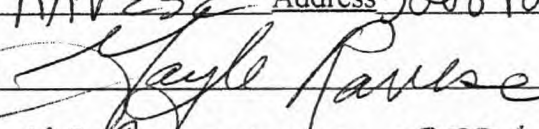
Print

Name Hipolito Olvera Address 3024 Piedmont Ave Zip 89102

Signature x 

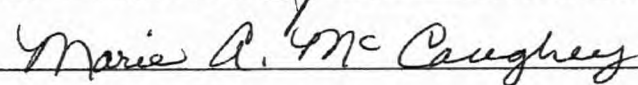
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Name GAYLE RAVESSE Address 3000 Palm Springs W Zip 89102

Signature x 

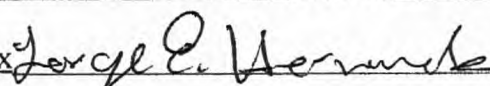
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Name MARIE Mc CAUGHEY Address 2833 WILKINGTON Zip 89102

Signature x 

Print

Name _____ Address _____ Zip _____

Signature x 

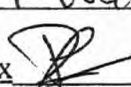
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Name Jorge E. Hernandez Address 2724 Alcazar Zip _____

Signature x _____

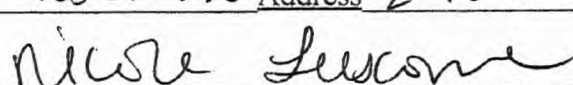
Print

Name Robert Luscombe Address 2724 Trona St. Zip 89102

Signature x 

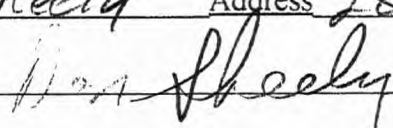
Print

Name Nicole Luscombe Address 2724 Trona St. Zip 89102

Signature x 

Print

Name Don Sheely Address 2840 MILO WAY Zip 89102

Signature x 

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

RECEIVED
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 ~~Shirleen DeMasi~~ Address ~~2801 PALM SPRINGS~~ Zip ~~89102~~

Signature x Shirleen DeMasi

Print Name _____ Address _____ Zip _____

Signature x Shirleen DeMasi

Print Name SHIRLEEN DEMASI Address 2801 PALM SPRINGS Zip 89102

Signature x _____

Print Name Burlene Kennedy Address 3108 Roseville Zip 89102

Signature x Burlene Kennedy

Print Name Jennifer Melendy Address 2603 Cabot Zip 89102

Signature x Jennifer Melendy

Print Name TERRENCE K. ROSE Address 3100 Kingsway Zip 89102

Signature x Terrence K. Rose

Print Name JOHN HOLTON Address 2913 LAMBERTSON WAY Zip 89102

Signature x John Holton

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

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 Sorensen Address 2713 ALCOA AVE Zip 89102

Signature x Yolanda C Sorensen

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 Phil 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 LV, NV

Signature x Steven Dean

**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 Paraza

Print Name FRANCISCA O. LLAVE Address 2529 Richfield Blvd Las Vegas NV. Zip 89102

Signature x Francisca O. Llave

Print Name ESTEBAN HERNANDEZ Address 2525 RICHFIELD DR 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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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 EDUARDO FINE Address 321 wilmingtong way Zip 89102

Signature x Eduardo Fine

Print

Name ARLETT FINE Address 321 wilmingtong way Zip 89102

Signature x Arlett Fine

Print

Name MARIA N HARVEY Address 3000 ROSEVILLE Zip 89102

Signature x M. N. 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 Teshome Mengistu

RECEIVED
CITY CLERK

RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

2006 NOV 13 A 10:16

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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 ARCHEA 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 Sato Address 2825 Richfield Zip 89102

Signature x Maria Sato

Print Name Diana A. Rhebok Address 2812 Richfield Zip 89102

Signature x Diana A. Rhebok

**RICHFELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

CITY CLERK

2006 NOV 13 A 10:16

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Print Name Arlene Jorgensen Address 2912 Janetown Zip 89102

Signature x Arlene Jorgensen

Print Name Andrés Ibarra Address 2800 Northam St Zip 89102

Signature x Andrés Ibarra

Print Name José Mayorga Address 2804 Northam St Zip 89102

Signature x José 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

RECEIVED
CITY CLERK

RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

2006 NOV 13 A 10:16

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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 Willen Address 2805 Northam Zip

Signature x Larry Willen

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**

2006 NOV 13 A 10:16
CITY CLERK

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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 Joseph C. HUDSON Address 2832 MILO WAY Zip 89102
Signature x Joseph C Hudson

Print Name Leonardo A. Gaeto 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 Saldaña 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 Hulten Address 2913 JAMESTOWN WAY Zip 89102
Signature x JON E HULTEN

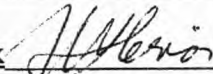
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CITY CLERK
**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

2006 NOV 13 A 10: 16

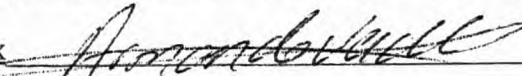
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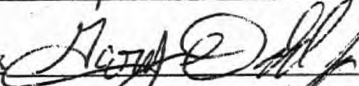
Print Name Elsie Sarpas Address 2908 Jamestown Zip 89102
Signature x 

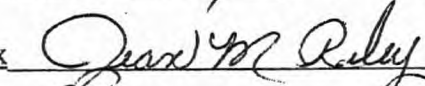
Print Name Maria LeRios Address 2904 Jamestown Wy Zip 89102
Signature x 

Print Name Cecilia Valdes Address 2840 Jamestown Zip 89102
Signature x Cecilia Valdes

Print Name Amando Valdes Address 2840 Jamestown Zip 89102
Signature x 

Print Name FAY Feldman Address 2836 Jamestown Way Zip 89102
Signature x Fay Feldman

Print Name GARY DODD, JR. Address 2832 JAMESTOWN WAY Zip 89102
Signature x 

Print Name Jean M. Riley Address 2828 Jamestown Zip 89102
Signature x 

Print Name Steve Patterson Address 2845 Jamestown Way Zip 89102
Signature x S. Patterson

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

RECEIVED
CITY CLERK

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 Gerry Rougey Address 2901 Merritt Ave Zip 89102

Signature x Gerry J Rougey

Print Name Talenn Higgins Address 2900 Merritt Zip 89102

Signature x Talenn 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 _____

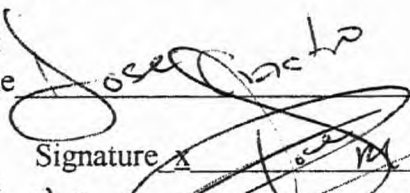
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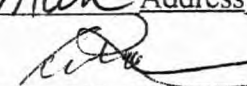
RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

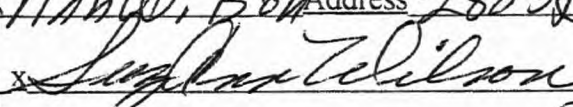
2006 NOV 13 A 10:16

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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 Jose Dela Cruz Address 2729 Alcora 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  Address 2513 Richfield Zip 89102
Signature x MASHARELI CISNEROS L.

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

ATTORNEYS AT LAW

LAS VEGAS OFFICE

STEPHANIE H. ALLEN

sallen@kkbrf.com

702.792-7000

LAS VEGAS OFFICE
3600 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.798.7181RENO OFFICE
5555 Kistka Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.9882SUMMERLIN OFFICE
3425 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89128
Tel: 702.883.4280
Fax: 702.939.8457CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.882.1311
Fax: 775.882.0257

December 5, 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 December 6, 2006 until December 20, 2006.

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

Sincerely,

KUMMER KAEMPFER BONNER RENSCHAW & FERRARIO

Stephanie Allen/mlt

Stephanie H. Allen

SHA/mlt

cc: Jeanne Maust & Robin Munier (via fax: 382-8558)

RECEIVED
CITY CLERK
2006 DEC -5 P 4:52

272234_1.DOC

Submitted after final agenda

Date 12/5/06 Item #92 *
93

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 Meade Ave
Las Vegas NV 89102
Attn: Jason Randall

TENANT'S TAXPAYER ID #: 88-0457989

GUARANTOR: None

TENANT CONTACT: Name: Jason Randall

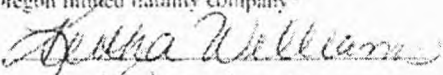
Telephone: 702-643-7766

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

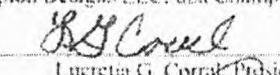
By: 

Name: Keitha Williams

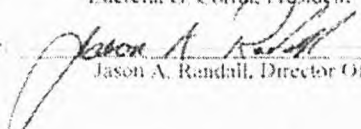
Its: Regional Leasing Director

Tenant

Champion Designs LLC, dba Champion Vinyl Products

By: 

Lucretia G. Corral, President

By: 

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.

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 reach of the events listed in this Paragraph 9.1 being referred to herein as a "Transfer"). At least twenty (20) business days prior to the effective date of any proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and all consideration therefor, copies of the proposed documentation, and such information as Landlord may reasonably require. Any Transfer made without Landlord's consent shall be void and shall constitute an Event of Default by Tenant. Tenant shall pay to Landlord \$500 as a review fee for each Transfer request, and reimburse Landlord for its reasonable attorneys' fees and all other costs incurred in connection with considering any request for consent to a proposed Transfer. Landlord's consent to a Transfer shall not release Tenant from its obligations under this Lease for any guarantor of this Lease or its obligations with respect thereto. Landlord's consent to any Transfer shall not waive Landlord's rights as to any subsequent Transfers.

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

10. Insurance, Waivers, Subrogation and Indemnity.

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

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

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

11. Subordination; Attornment.

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

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

12. **Rules and Regulations and Signage** Tenant shall comply, and shall cause each Tenant Party to comply, with the Rules and Regulations of the Project which are attached hereto as Exhibit 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 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 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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The image is a detailed architectural site plan of a property located at the intersection of Desert Inn Road and Valley View Blvd. The plan shows various building footprints, parking lots, and surrounding roads. The buildings are labeled with letters A through Z, and a building is labeled 'Sabrina'. The roads are labeled 'DESERT INN ROAD' and 'VALLEY VIEW BLVD.'.

Key features include:

- Buildings:** Labeled A through Z, with some buildings having multiple stories and others being single-story. Building 'A' is a large, multi-story structure on the left. Building 'Z' is a smaller structure below 'A'. Building 'Y' is a small structure to the right of 'Z'. Building 'X' is a small structure above 'Y'. Building 'W' is a large, multi-story structure at the bottom left. Building 'V' is a small structure to the right of 'W'. Building 'U' is a small structure to the right of 'V'. Building 'T' is a small structure to the right of 'U'. Building 'S' is a small structure to the right of 'T'. Building 'R' is a small structure to the right of 'S'. Building 'Q' is a small structure to the right of 'R'. Building 'P' is a small structure to the right of 'Q'. Building 'O' is a small structure to the right of 'P'. Building 'N' is a large, multi-story structure in the center. Building 'M' is a small structure to the right of 'N'. Building 'L' is a small structure to the right of 'M'. Building 'K' is a small structure to the right of 'L'. Building 'J' is a small structure to the right of 'K'. Building 'I' is a small structure to the right of 'J'. Building 'H' is a small structure to the right of 'I'. Building 'G' is a small structure to the right of 'H'. Building 'F' is a small structure to the right of 'G'. Building 'E' is a small structure to the right of 'F'. Building 'D' is a small structure to the right of 'E'. Building 'C' is a small structure to the right of 'D'. Building 'B' is a small structure to the right of 'C'. Building 'A' is a large, multi-story structure on the left.
- Parking Lots:** Several parking lots are shown, including a large one on the left and several smaller ones on the right.
- Roads:** 'DESERT INN ROAD' runs horizontally across the bottom, and 'VALLEY VIEW BLVD.' runs vertically along the right side.
- Other Features:** A 'Sabrina' building is located at the bottom right. A 'W' building is located at the bottom left. A 'V' building is located to the right of 'W'. A 'U' building is located to the right of 'V'. A 'T' building is located to the right of 'U'. A 'S' building is located to the right of 'T'. A 'R' building is located to the right of 'S'. A 'Q' building is located to the right of 'R'. A 'P' building is located to the right of 'Q'. A 'O' building is located to the right of 'P'. A 'N' building is located in the center. A 'M' building is located to the right of 'N'. A 'L' building is located to the right of 'M'. A 'K' building is located to the right of 'L'. A 'J' building is located to the right of 'K'. A 'I' building is located to the right of 'J'. A 'H' building is located to the right of 'I'. A 'G' building is located to the right of 'H'. A 'F' building is located to the right of 'G'. A 'E' building is located to the right of 'F'. A 'D' building is located to the right of 'E'. A 'C' building is located to the right of 'D'. A 'B' building is located to the right of 'C'. A 'A' building is located on the left.

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, totating, 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: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-15031

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

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

6

City Council Meeting

31

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

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

Motion made by GARY REESE to Hold in Abeyance Item 87 [GPA-16201], Item 88 [ZON-16196], Item 89 [SUP-16198], Item 90 [SUP-16200] and Item 91 [SDR-16197], Item 92 [ZON-15031], Item 93 [SDR-15030], Item 101 [GPA-16538], Item 102 [ZON-16609], Item 103 [WVR-16610] and Item 104 [SDR-16611], Item 107 [VAR-14734], Item 108 [VAR-16769], Item 111 [SUP-17404], Item 112 [SUP-17405], Item 113 [SDR-16952] and Item 119 [ROC-17677] to 12/20/2006; Item 94 [VAR-16144], Item 95 [SUP-16143] and Item 109 [VAR-16505] to 01/03/2007; and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 96 [SUP-15347]

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

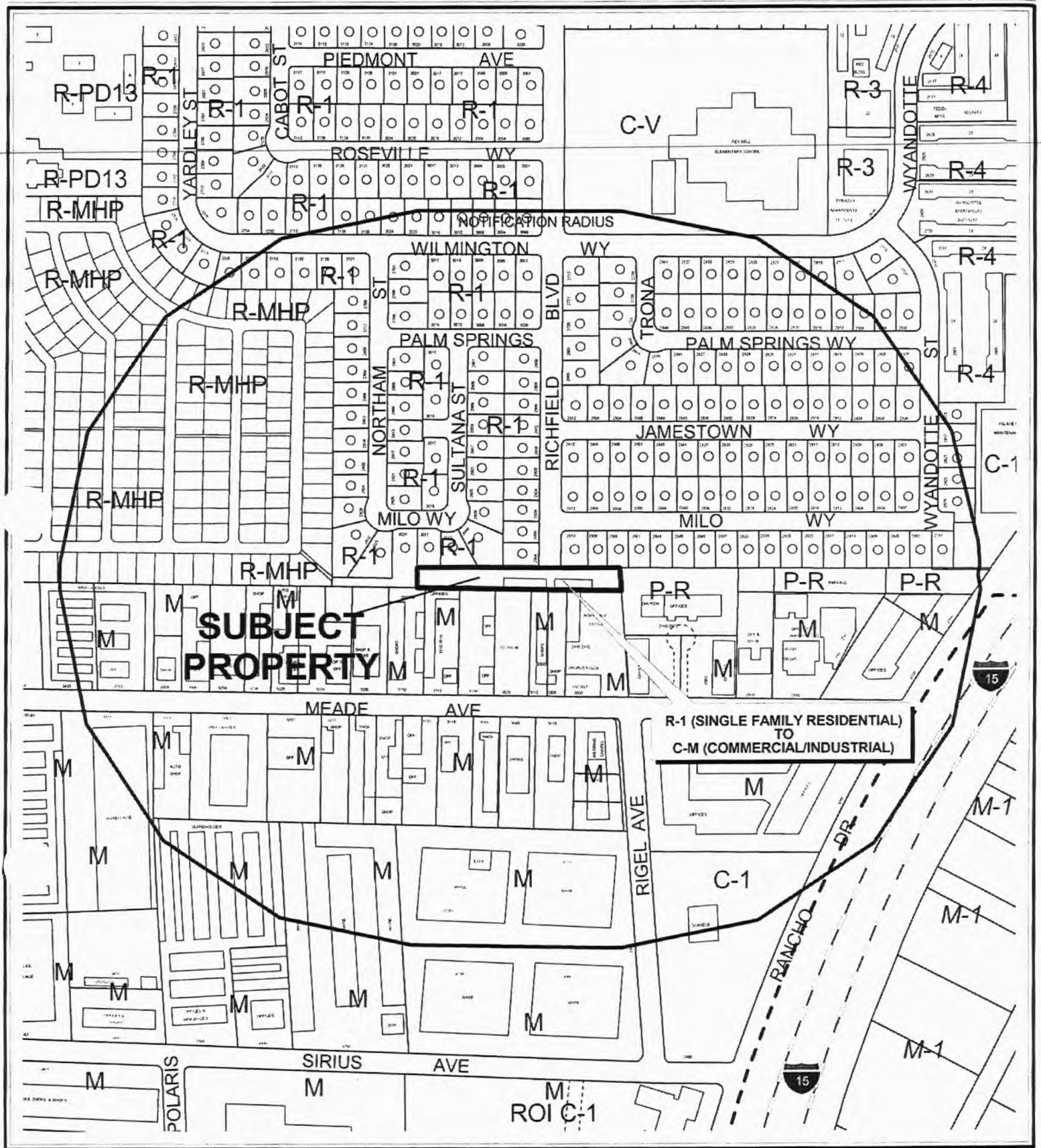
CITY COUNCIL MEETING OF: DECEMBER 6, 2006

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

Minutes:

See Item 92 for related backup.





CASE: **SDR-15030**

RADIUS: 1000 FT

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

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

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

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

THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 15, 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 gazebos 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



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

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:

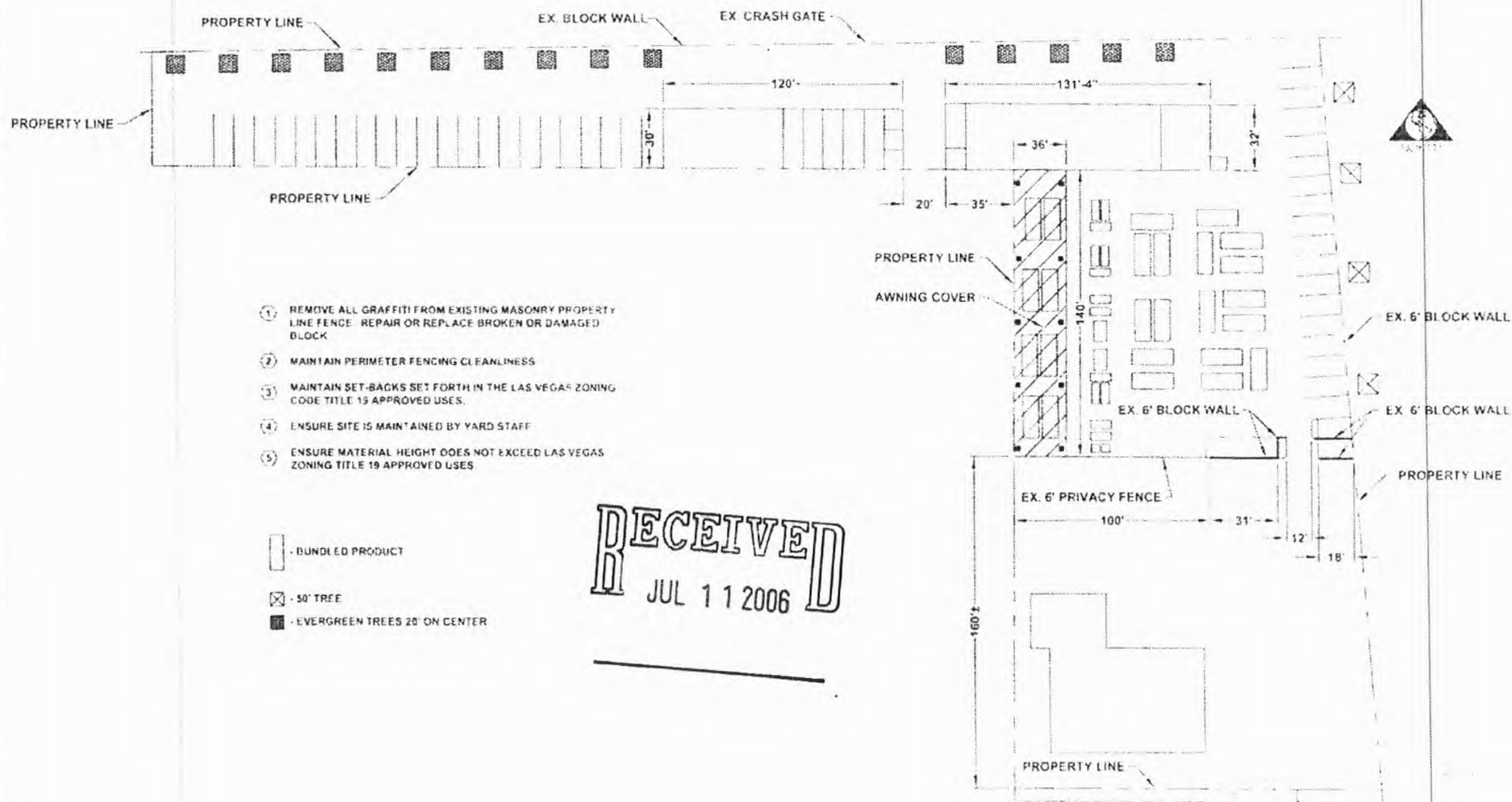
Print Name: Lucretia G. Corral/3100 Meade LLC

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: 1/8" = 1'-0"



GROUND FLOOR PLANS
SCALE: 1/8" = 1'-0"

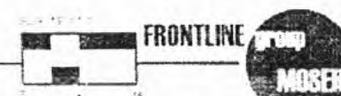


2nd FLOOR PLAN
SCALE: 1/8" = 1'-0"

RECEIVED
JUL 11 2006

Champion Vinyl Products

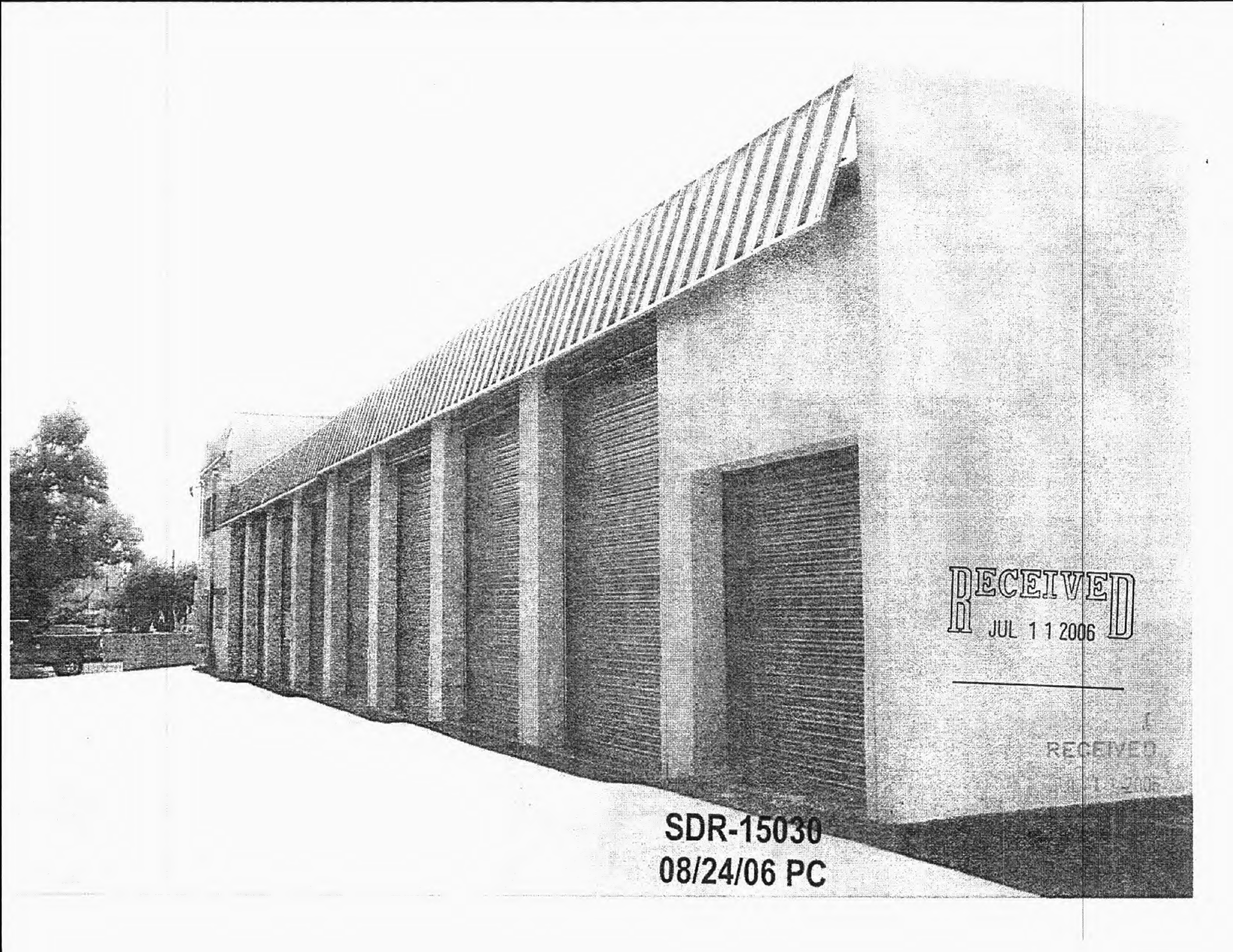
Las Vegas, NV



SDR-15030
08/24/06 PC

Champion Vinyl Products
1000 West Sahara Avenue
Las Vegas, NV 89106

architecture studio



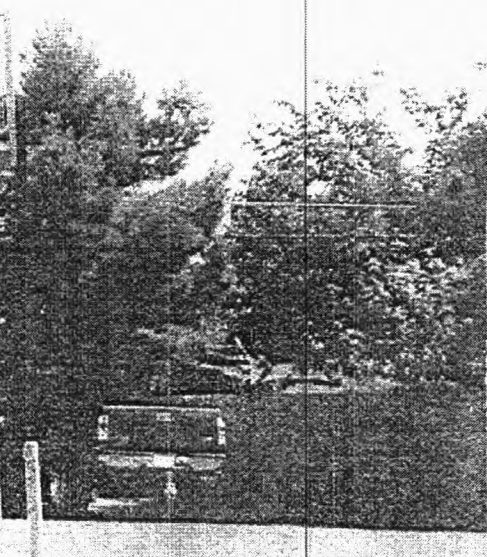
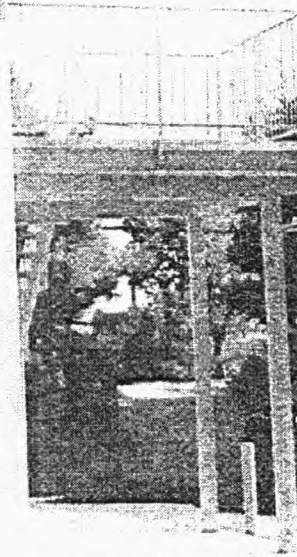
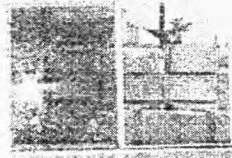
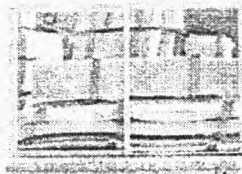
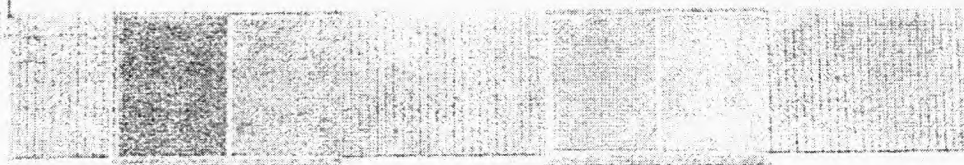
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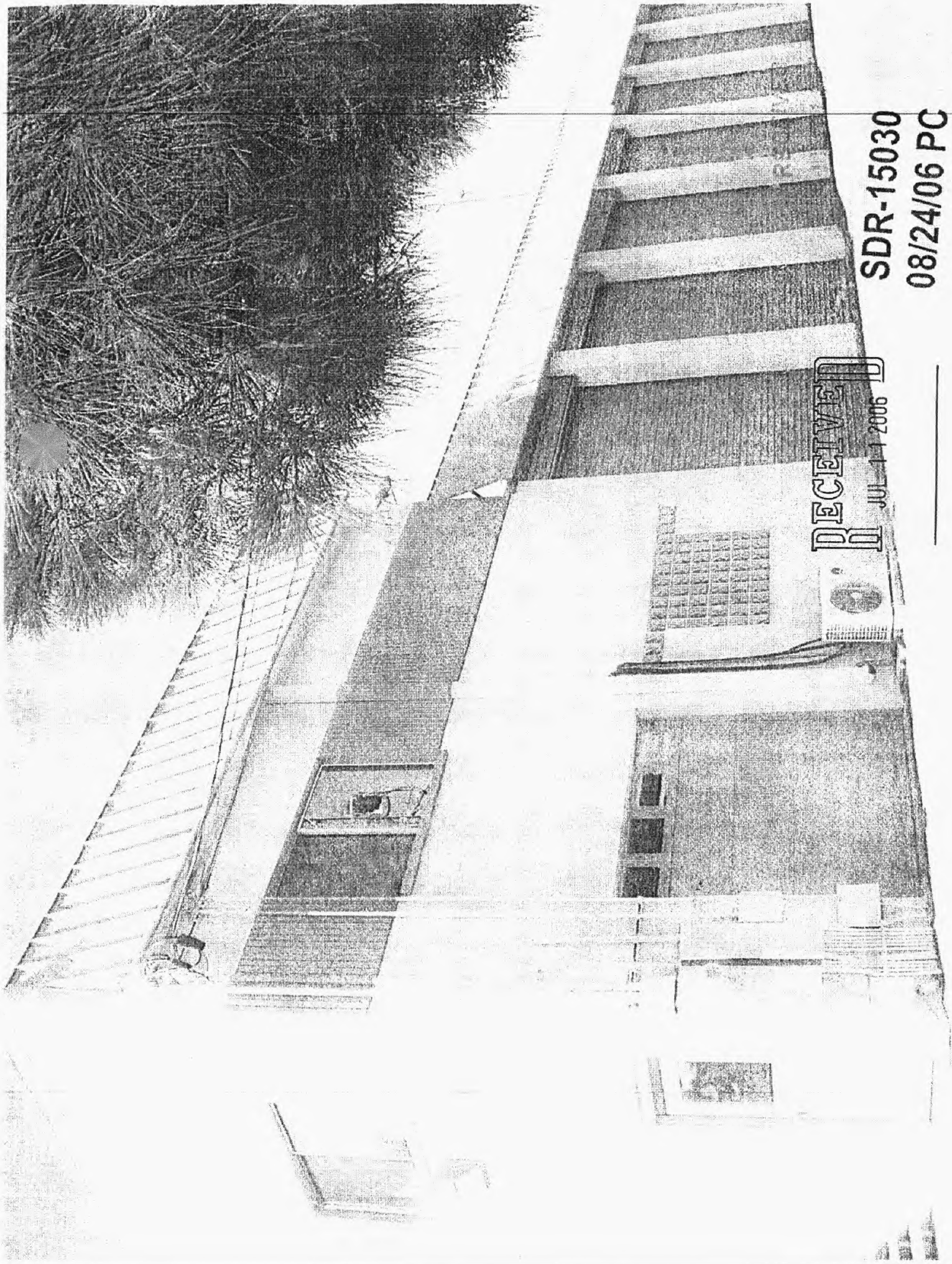
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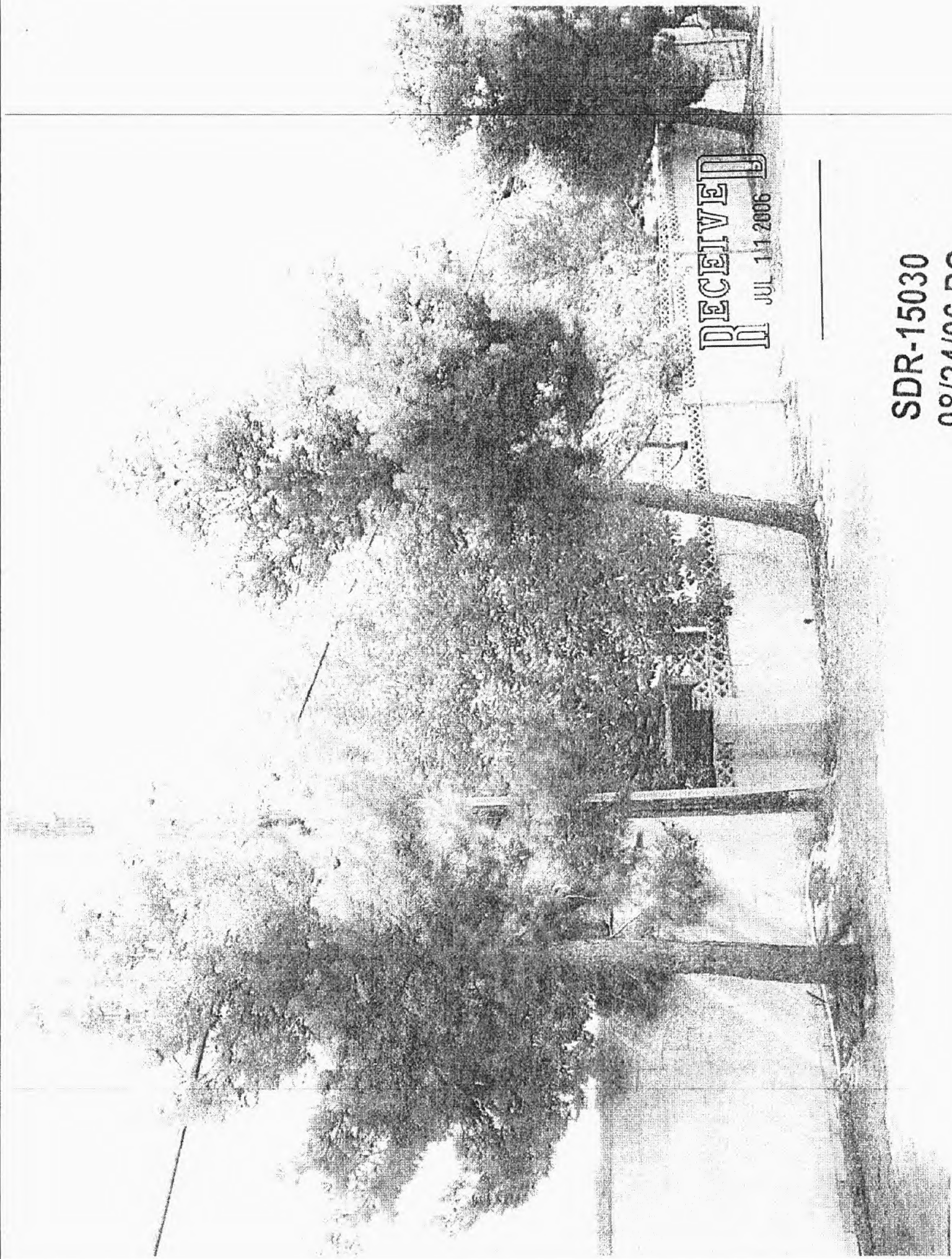
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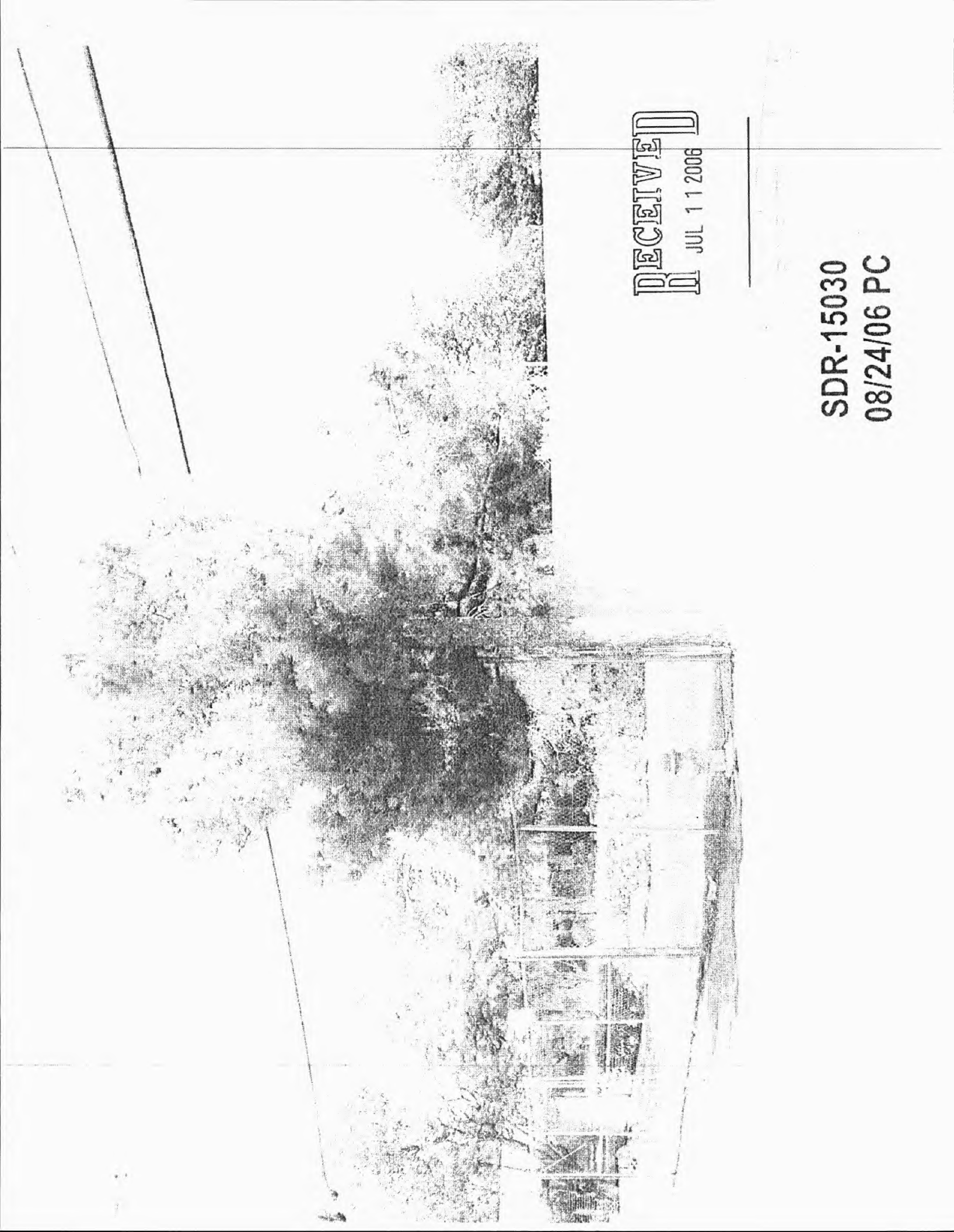


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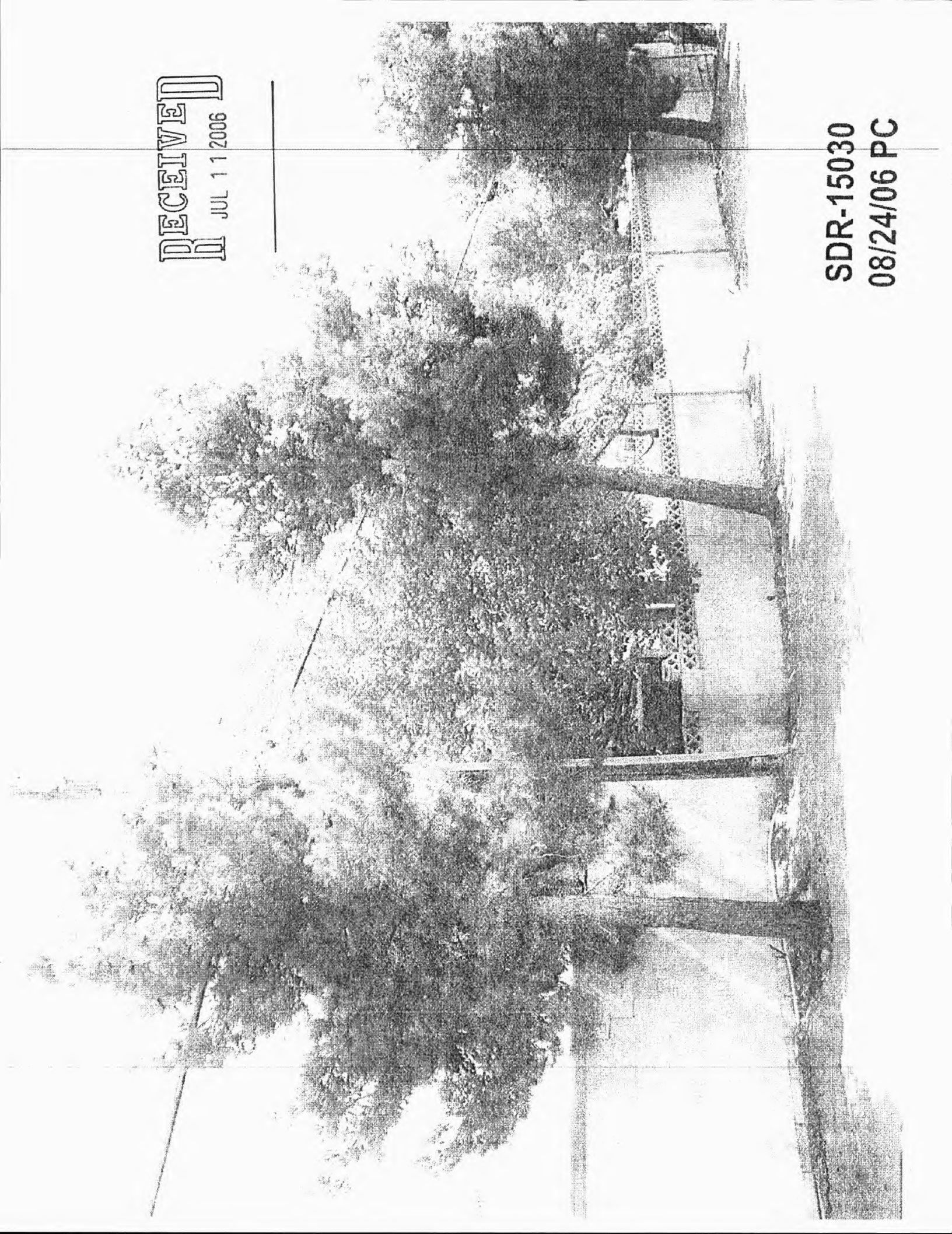
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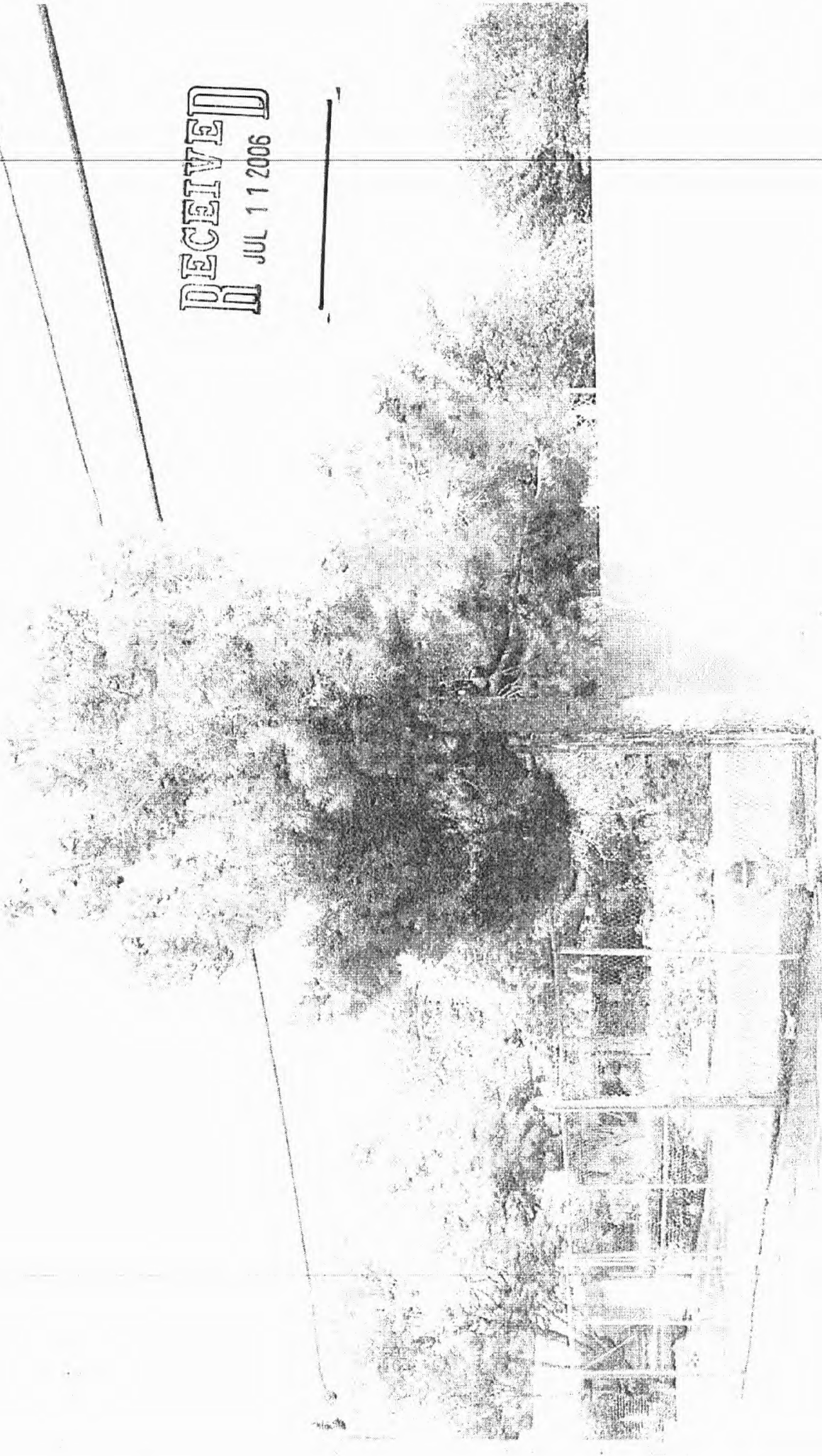
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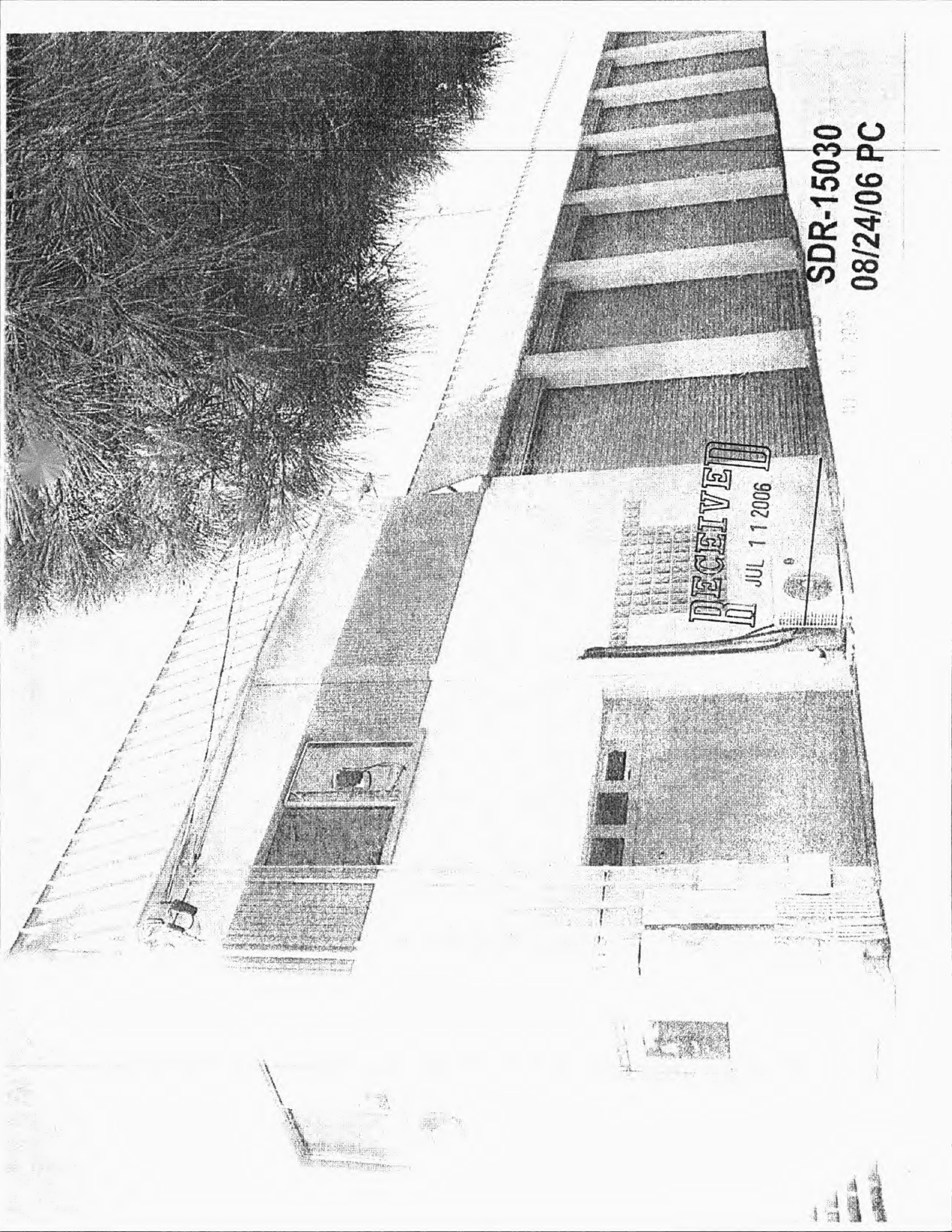
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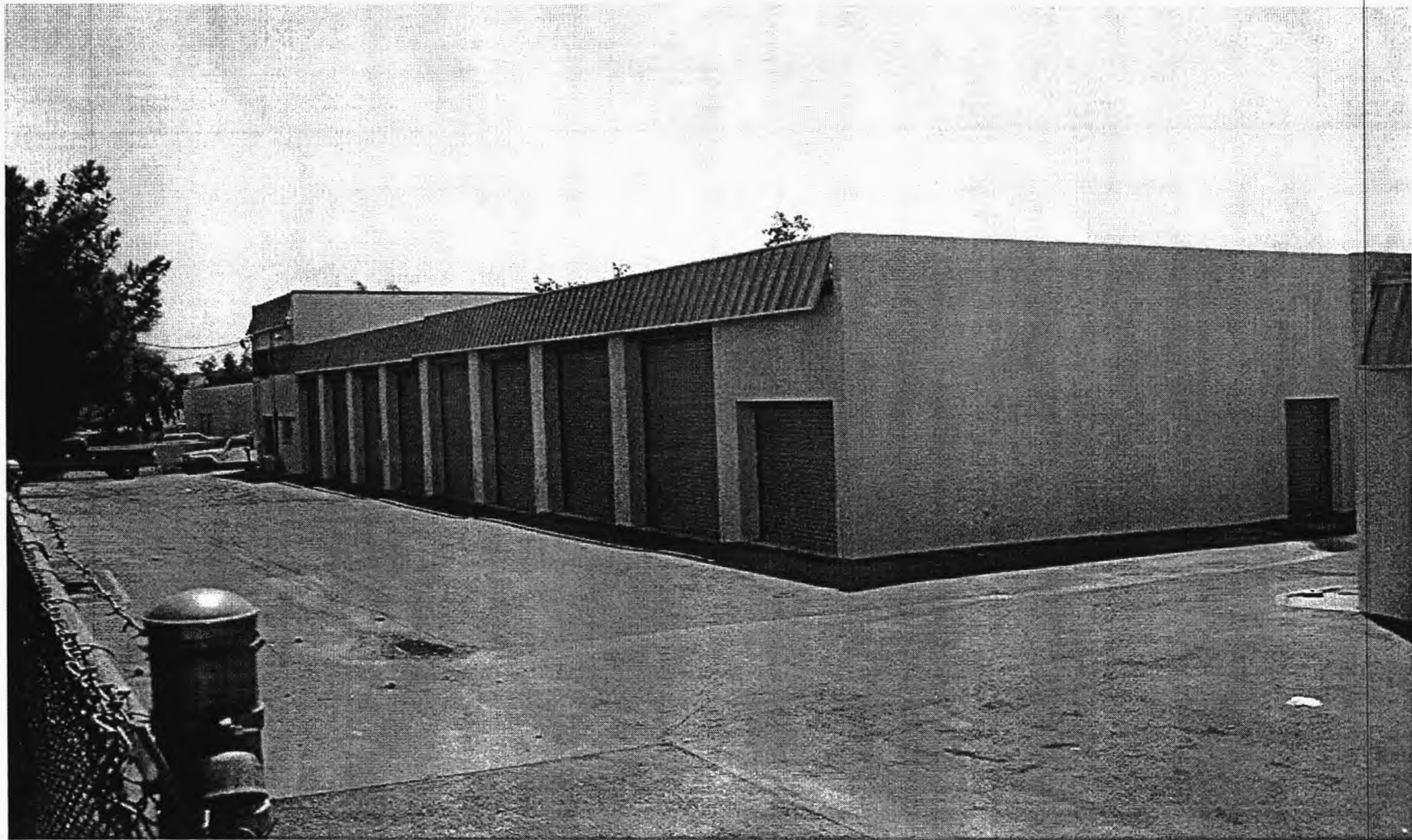




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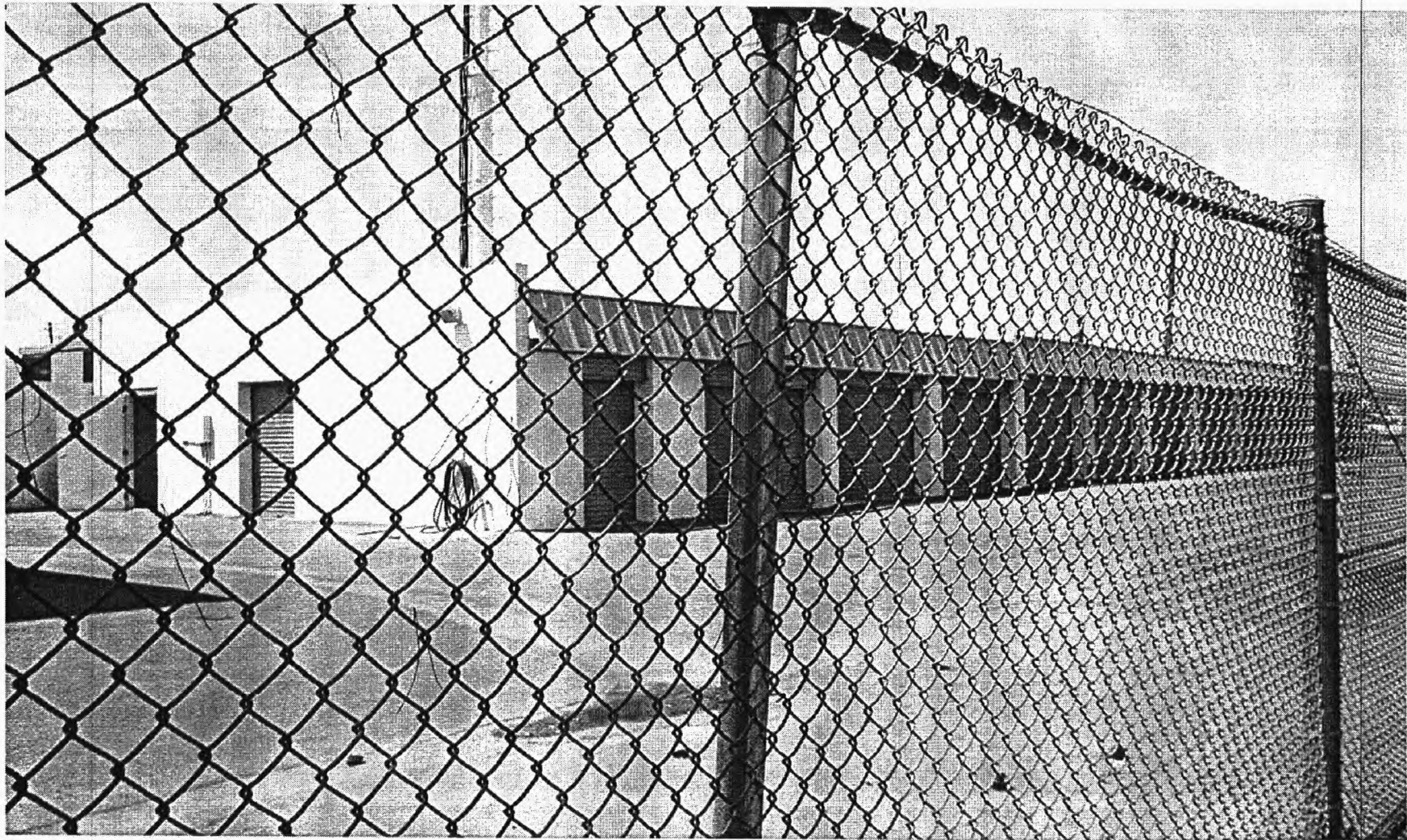
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SDR 15030				
3100 Meade, LLC				
N of Meade, W of Rancho				
Proposed 9.1 thousand square foot storage buildings.				
Traffic produced by proposed development:				
New development	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL 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.				



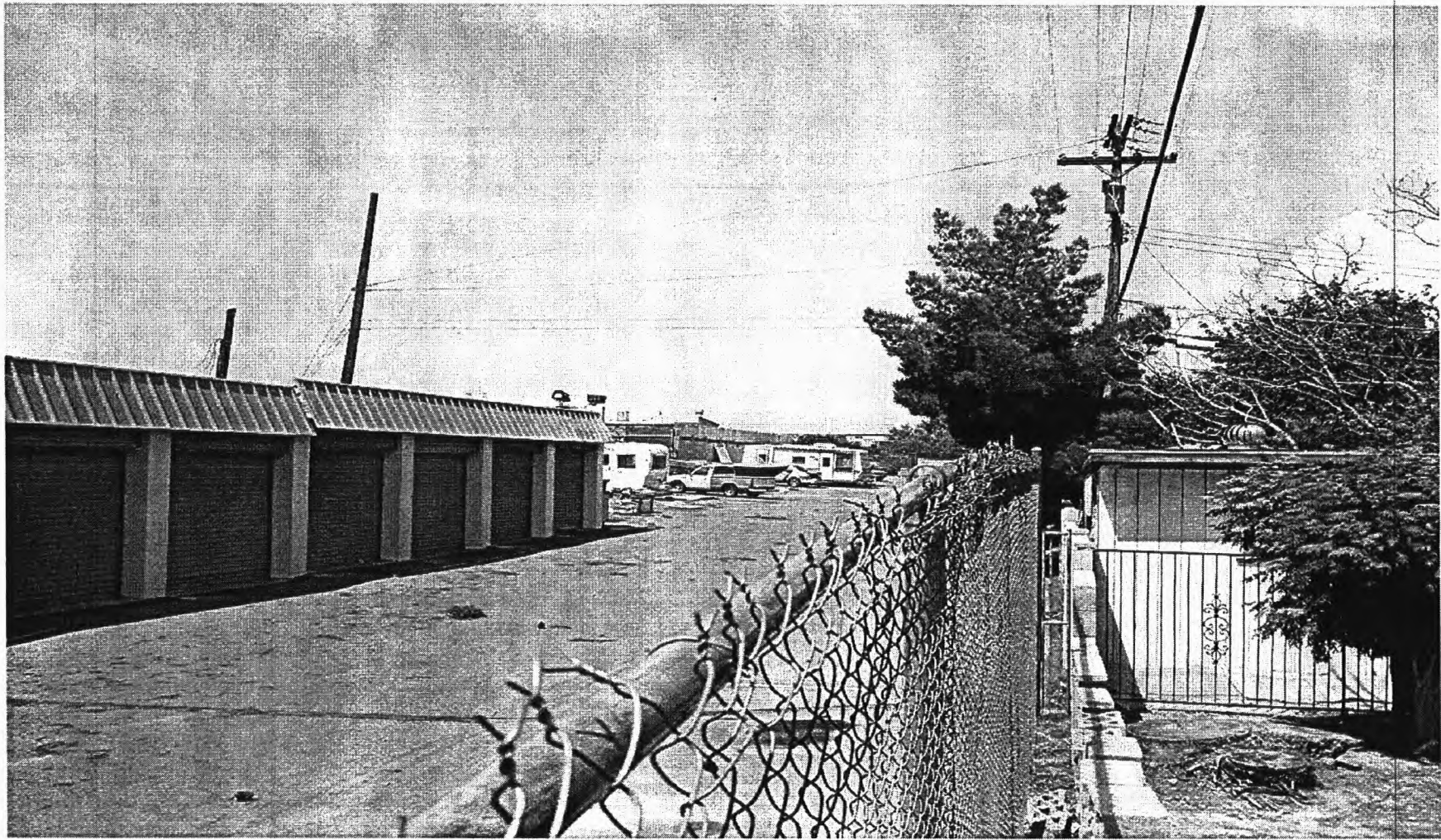
ZON-15031 & SDR-15030 - APPLICANT/OWNER: 3100 MEADE, LLC
300 FEET NORTH OF MEADE AVENUE, 980 FEET WEST OF RANCHO DRIVE
AUGUST 24, 2006 PLANNING COMMISSION

07/26/06



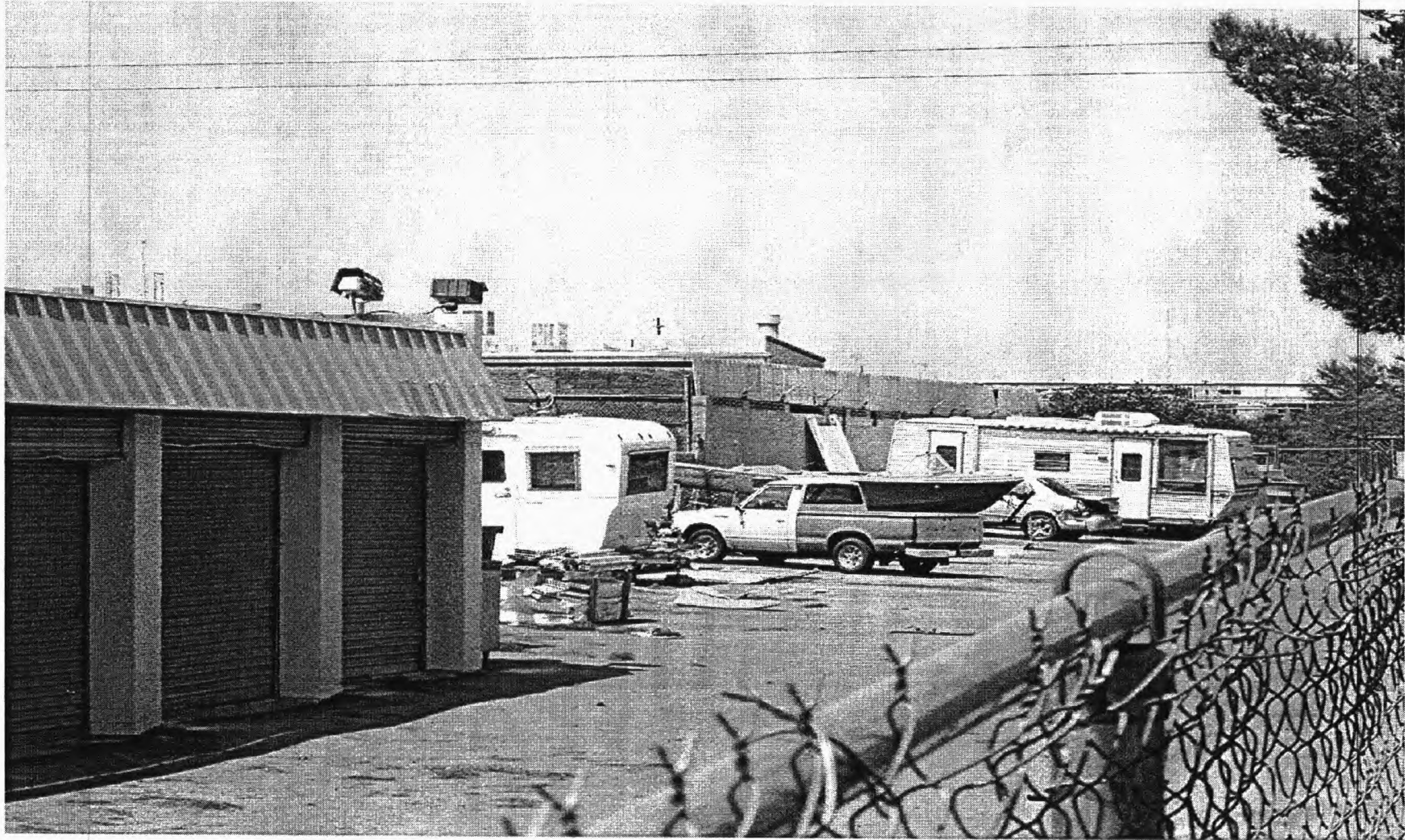
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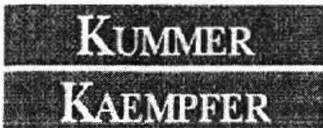
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300 FEET NORTH OF MEADE AVENUE, 980 FEET WEST OF RANCHO DRIVE
AUGUST 24, 2006 PLANNING COMMISSION

07/26/06



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

07/26/06



KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO

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JUL 11 2006

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE

aceleste@kkaebf.com

702.693.4715

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 Milo Way, more specifically known as assessor's 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

SDR-15030
08/24/06 PC



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CITY CLERK

RICHFIELD RESIDENTS AGAINST CASE # 15030

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

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

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

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

Name Steven F. Deane Address 2912 Milo Way Zip 89102
Signature X Steven F. Deane

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

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

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

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

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

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

Protest

Submitted after final agenda

Date 9/18/06 Item #111

2

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CITY OF RICHFIELD RESIDENTS AGAINST CASE # 15030

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

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Of the Richfield Neighborhood**

Print Name HANS 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 Alexandra Huidek Address 2829 Miloway Zip 89102

Signature Alexandra Huidek

Name Maria Aldaba Address 2829 MILO WAY Zip 89102

Signature Maria Y. Aldaba

Name Greg D. Hansen Address 3034 Roseville way Zip 89102

Signature [Signature]

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CITY CLERK**RICHFIELD RESIDENTS AGAINST CASE # 15030**
2006 SEP 18 P 1:32

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Of the Richfield Neighborhood

Print Name Odele T. Tobler Address 2900 Richfield Zip 89102

Signature Odele T. Tobler

Name Derek Stevens Address 2901 Milo Way Zip 89102

Signature Derek Stevens

Name Jose Ortiz Address 2849 Milo Zip 89102

Signature Jose Ortiz

Name Jose Quintanilla Address 2845 Milo Way Zip 89102

Signature Jose Quintanilla

Name Patti Hanks Address 2805 Milo Way Zip 89102

Signature Patti Hanks

Name Christin Kiser Address 2805 Milo Zip 89102

Signature Christin Kiser

Name Angela A. Vallejos Address 2816 Milo Zip 89102

Signature Angela A. Vallejos

Name Brenda Vallejos Address 2816 Milo Zip 89102

Signature Brenda Vallejos

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CITY CLERK

RICHFIELD RESIDENTS AGAINST CASE # 15030

2006 SEP 18

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Print Name DONALD SHEELY Address 2840 MILO WAY Zip 89102

Signature Donald Sheely

Name FRANCES SHEELY Address 2840 MILO WAY Zip 89102

Signature Frances Sheely

Name 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

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Print Name Jennifer White Address 3017 Milo Way Zip 89102

Signature X Jennifer E White

Name Francis A White Address 3017 MILD WAY Zip 89102

Signature X Francis A White

Name John Maguire Address 3021 Milo Way Zip 89102

Signature X John Maguire

Name Kris E Jorgensen Address 2912 Jamestown Way Zip 89102

Signature X Kris E Jorgensen

Name _____ Address _____ Zip _____

Signature X _____

Name _____ Address _____ Zip _____

Signature X _____

Name _____ Address _____ Zip _____

Signature X _____

Name _____ Address _____ Zip _____

Signature X _____

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

LEASE AGREEMENT
(Modified Gross)

THIS LEASE AGREEMENT ("Lease") is made between Harsch Investment Properties - Nevada, LLC, an Oregon limited liability company ("Landlord"), and Champion Designs LLC 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: *Keetha Williams*
Name: Keetha 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 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.

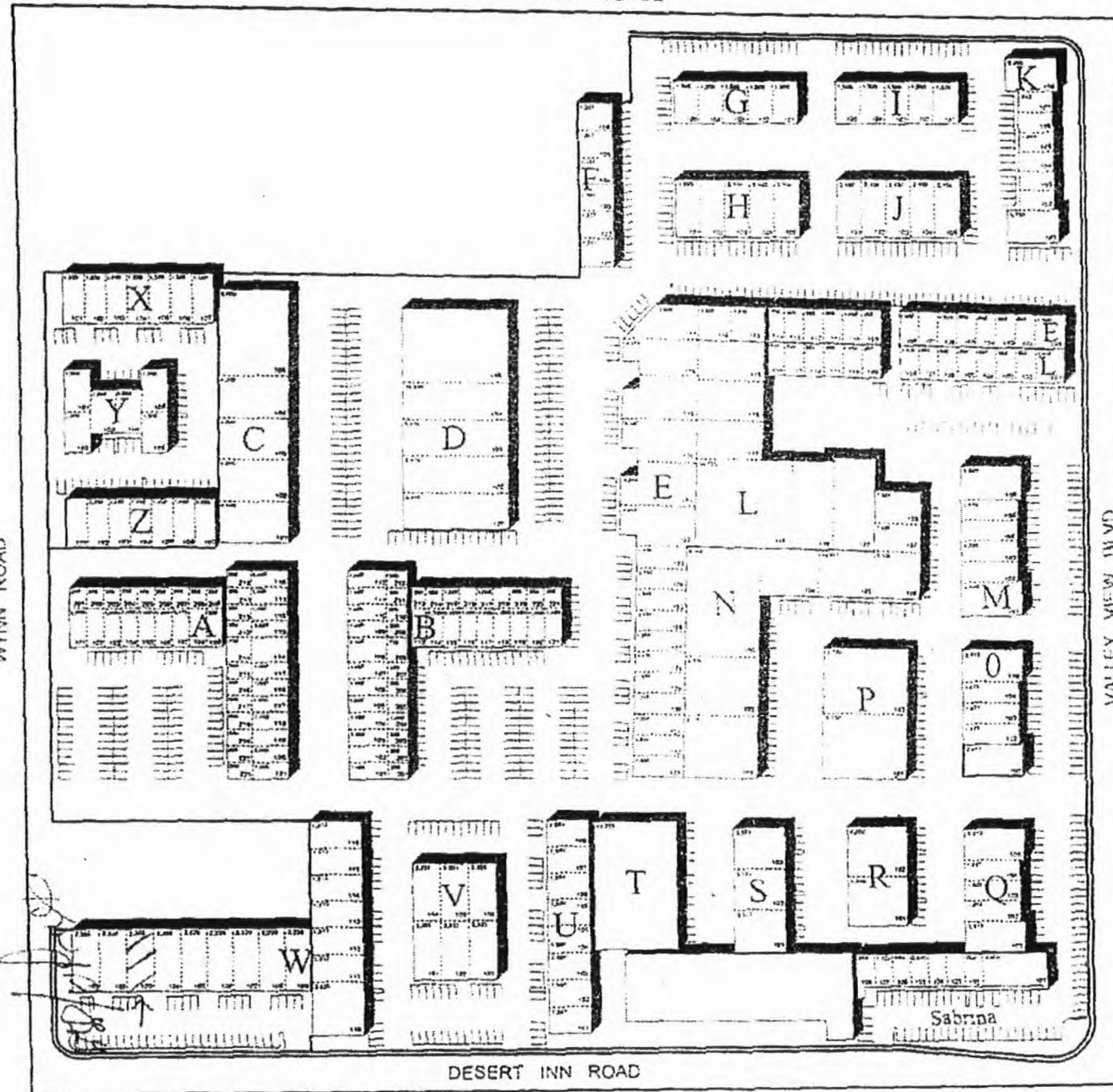
23 **Further provisions, if any, are contained in Exhibit F, attached hereto.**

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



DESERT INN ROAD

LOCATION ONE BUSINESS PARK

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

PARCEL NUMBER:
15207502010

PARCEL MAP FILE:
#10, PG. 23
V21 R01 SECTION 7

ZONE: M-1

VALLEY VIEW BLVD

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: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

VARIANCE

VAR-16144 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC. - OWNER: MESQUITE WOOD 3, LLC - Request for a Variance TO ALLOW A 70-FOOT TALL WIRELESS COMMUNICATIONS TOWER 68.2 FEET FROM RESIDENTIAL PROPERTY WHERE RESIDENTIAL ADJACENCY STANDARDS REQUIRES 210 FEET on 3.82 acres at 1620 Bracken Avenue (APN 162-02-208-001), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

16

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

1

RECOMMENDATION:

The Planning Commission (6-0-1 vote) and staff recommend DENIAL.

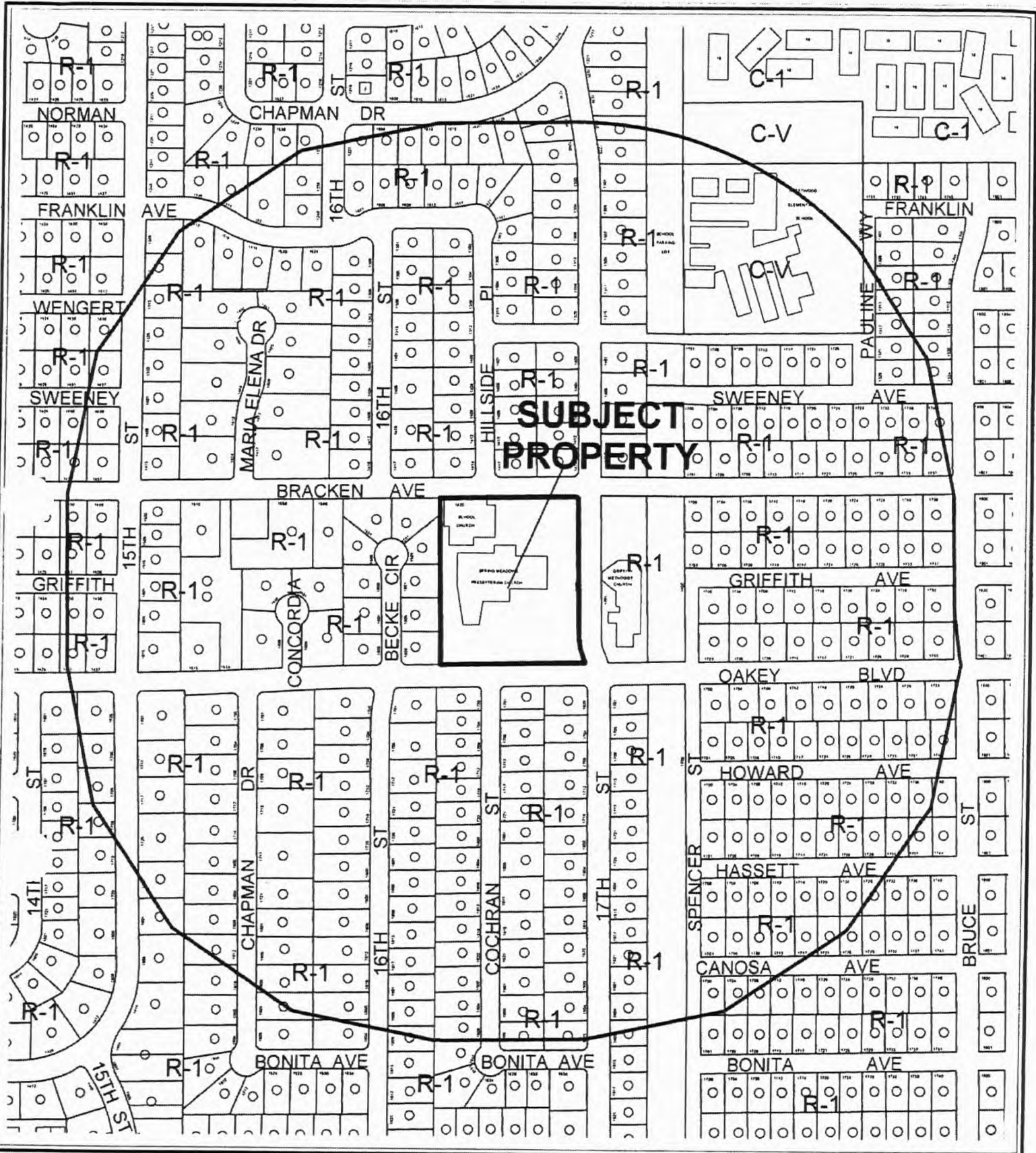
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Support letter by Jeremy Gregersen and Elizabeth Kadel
6. Submitted after final agenda – Abeyance request from Spectrum Engineering for Items 94 and 95
7. Backup referenced from the 10-05-06 Planning Commission Meeting Item 43

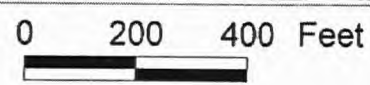
Motion made by GARY REESE to Hold in Abeyance Item 87 [GPA-16201], Item 88 [ZON-16196], Item 89 [SUP-16198], Item 90 [SUP-16200] and Item 91 [SDR-16197], Item 92 [ZON-15031], Item 93 [SDR-15030], Item 101 [GPA-16538], Item 102 [ZON-16609], Item 103 [WVR-16610] and Item 104 [SDR-16611], Item 107 [VAR-14734], Item 108 [VAR-16769], Item 111 [SUP-17404], Item 112 [SUP-17405], Item 113 [SDR-16952] and Item 119 [ROC-17677] to 12/20/2006; Item 94 [VAR-16144], Item 95 [SUP-16143] and Item 109 [VAR-16505] to 01/03/2007; and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 96 [SUP-15347]

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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



CASE: **VAR-16144**
RADIUS: 1000 FT
ZONING OF SUBJECT PROPERTY: C-V (CIVIC)





CASE: **VAR-16144**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ABEYANCE - VAR-16144 - APPLICANT: T-MOBILE USA, INC. - OWNER: MESQUITE WOOD 3, 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 (6-0-1/se vote) and staff recommend DENIAL, subject to:

Planning and Development

1. Approval of and conformance to the Conditions of Approval for Special Use Permit SUP-16143 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 ****

PROJECT DESCRIPTION

This is a request for a Variance to allow a wireless communications facility, stealth design at a residential adjacency of 68.2-feet from the rear property line where 210-feet is the minimum setback required.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
10/05/06	The Planning Commission recommended denial of companion item SUP-16143 concurrently with this application. The Planning Commission voted 6-0-1/se to recommend DENIAL (PC Agenda Item #43/ar).
<i>Related Building Permits/Business Licenses</i>	
1958	The church on the site was constructed
<i>Pre-Application Meeting</i>	
08/02/06	Staff explained the requirements for this application
<i>Neighborhood Meeting</i>	
	A neighborhood meeting is not required for this application

<i>Details of Application Request</i>	
<i>Site Area</i>	
Net Acres	3.82

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Church	L (Low Density Residential)	C-V (Civic)
North	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
East	Church	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
C-V Civic District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

<i>Residential Adjacency Standards</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
3:1 proximity slope	210 Feet	68.2 Feet	N
Adjacent development matching setback	15 Feet	68.2 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	Gross Floor Area or Number of Units	Required			Provided		Compliance
		Parking Ratio	Parking		Parking		
			Regular	Handi-capped	Regular	Handi-capped	
Church/House of Worship	300 Fixed Seats	1 sp/ 4 fixed seats	75 spaces	3 spaces	113 spaces	3 spaces	Y
TOTAL (including handicap)			75	3	113	3 spaces	Y*

*The placement of equipment associated with the cellular tower will result in a reduction in the amount of on-site parking from 116 to 113 spaces, which still is in compliance with the zoning code.

ANALYSIS

The existing church is a permitted use in the C-V zoning district. The cell tower is a permitted use upon either an administrative approval or approval of a Special Use Permit. Because of the adjacent residential development and non-compliance with the residential adjacency standards, this proposed tower location was deemed to be unsuitable for an administrative approval, and the applicant was directed to file a Special Use Permit application and a Variance application related to residential adjacency.

The proposed stealth antenna is located on the southwest portion of the subject C-V zoned parcel. It is a monopalm design at a height of 70 feet to the top of fronds. Title 19.08.060 states that a Wireless Communication Facility, Stealth Design, be separated from residential uses by proximity slope of 3:1. This requires the proposed 70-foot antennae to be located 210 feet from the adjoining R-1 (Single Family Residence) property. The submitted site plan indicates that a setback of 68.2 feet is provided. This use is not compatible with the C-V and R-1 developments in the surrounding area; 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 70-foot tall wireless communication facility adjacent to single family residences. Alternative site selection would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

PLANNING COMMISSION ACTION

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

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

ASSEMBLY DISTRICT 12

SENATE DISTRICT 10

NOTICES MAILED 395 by City Clerk

APPROVALS 0

PROTESTS 1



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

VAR-16144

Case Number: _____ APN: 162-02-208-001

Name of Property Owner: Mesquite Wood 3 LLCName of Applicant: T-Mobile

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: _____

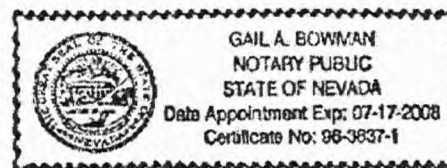
Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: Westley Isbitt

Subscribed and sworn before me

This 27th day of July, 2006
Gail A. BowmanNotary Public in and for said County and State
Clark County, Nevada



T-Mobile

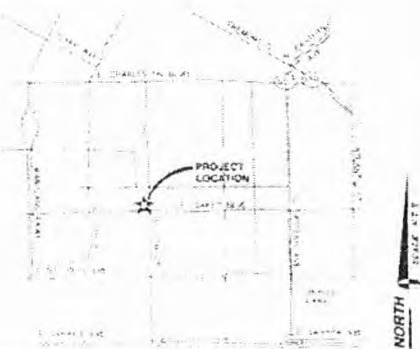
ST LOUIS AND 17TH ST.
VG08660

1620 BRACKEN AVE.
LAS VEGAS, NEVADA 89104

THE PROPOSED PROJECT INCLUDES:

- 1. INSTALLATION OF WIRELESS ANTENNA AT A 6' CENTERLINE ON A 50' MONUMENT TRUNKED AND TO BE PAINTED TO
- 2. INSTALLATION OF (1) OUTDOOR EQUIPMENT CABINET ON A CONCRETE PAD
- 3. INSTALLATION OF ONE GPS ANTENNA
- 4. COAXIAL CABLE RUNS FROM RADIOS TO ANTENNAS
- 5. NEW TELEPHONE CONDUIT RUN TO CARRIAGE
- 6. NEW 200A DEDICATED ELECTRICAL SERVICE TO METER
- 7. INSTALLATION OF AN 8' SLICK WALL
- 8. INSTALLATION OF (2) 6" WIDE SOLID METAL GATES

PROJECT DESCRIPTION



VICINITY MAP

APPLICANT/OWNER

478 & 1015 ST. 301 101
LAS VEGAS, NV 89147

CONTACT:
MARK SAMUEL
DEVELOPMENT SUPERVISOR
OFFICE: (702) 227-1812

PROPERTY INFORMATION

OWNER: MESSURE HOLDING LLC
107 EAST CHARLESTON BOULEVARD
LAS VEGAS, NEVADA 89104-1000

CONTACT:
PHONE: (702) 583-3133

AREA OF CONSTRUCTION: 5000 SQ. FT.

OCCUPANCY TYPE: S-1

CONSTRUCTION TYPE: 4-B

CURRENT ZONING: CMU DISTRICT 70-1

ADDRESS: 1620 BRACKEN AVE. LAS VEGAS, NV 89104

LOT SIZE: 30' 00" 01' 30"

LOT DEPTH: 110' 00" 01' 30"

ELEVATION: 1050 FEET (MAY 1996)

ZONING APPLICATION #: T-10

APN: 162-02-200-001

HANDICAP REQUIREMENTS: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ADULTS NOT REQUIRED.

PROJECT INFORMATION

EQUIPMENT LOCATION: ☒ OUTDOOR ☐ INDOOR

EQUIPMENT SHELTER: ☐ YES ☒ NO

ANTENNA LOCATION: ☐ NEW MONUMENT ☐ EXISTING MONUMENT ☐ EXISTING MONUMENT ☐ EXISTING MONUMENT ☐ EXISTING MONUMENT

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY. NOTHING IN THESE PLANS IS TO BE CONSIDERED TO VIOLATE ANY CODES NOT CONFORMING TO THESE CODES.

1. INTERNATIONAL BUILDING CODE 2003 WITH ALL AMENDMENTS
2. UNIFORM MECHANICAL CODE 2002
3. ASHRAE 90.1-1999 FOR ENERGY EFFICIENCY
4. NFPA 101-1999
5. UNIFORM PLUMBING CODE 2000
6. NATIONAL ELECTRICAL CODE 2002
7. LOCAL BUILDING CODE(S)
8. CITY AND/OR COUNTY ORDINANCES

CODE COMPLIANCE

CIVIL ENGINEER

SPECTRUM SURVEYING & ENGINEERING
1305 W. CHARLESTON BLVD. SUITE 100
LAS VEGAS, NEVADA 89117
CHRIS HENRY
PHONE: (702) 367-7705
FAX: (702) 367-8733

STRUCTURAL ENGINEER

T.B.

ELECTRICAL ENGINEER

SPECTRUM SURVEYING & ENGINEERING
1305 W. CHARLESTON BLVD. SUITE 100
LAS VEGAS, NEVADA 89117
MICHAEL SAMUEL
PHONE: (702) 367-7705
FAX: (702) 367-8733

SURVEYOR

SPECTRUM SURVEYING & ENGINEERING
1305 W. CHARLESTON BLVD. SUITE 100
LAS VEGAS, NEVADA 89117
CHRIS HENRY
PHONE: (702) 367-7705
FAX: (702) 367-8733

PROJECT TEAM

SHEET DESCRIPTION

T1 SITE SHEET
A1 SITE PLAN
A2 SITE DETAIL: ANTENNA & CABLE SERVICE AND ANTENNA LAYOUT
A3 ELEVATIONS

REV.

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SHEET INDEX

ZONING

DATE	SIGNATURE	DATE
	RF. ENGINEER	
	RF. PROJECT MANAGER	
	LANDLORD	
	FIELD ENGINEER	
	DEVELOPMENT SUPERVISOR	
	CONSTRUCTION PROJECT MANAGER	
	FIELD OPS MANAGER	

APPROVAL LIST



PROJECT INFORMATION
ST LOUIS AND 17TH ST.
VG08660
1620 BRACKEN AVE.
LAS VEGAS, NEVADA 89104

CURRENT DATE: 07/17/06

APPROVED FOR: ZONING

REV. DATE: 07/17/06

APPROVED FOR: ZONING

APPROVED FOR: ZONING

PLANS PREPARED BY:
SPECTRUM
SURVEYING & ENGINEERING
1305 W. CHARLESTON BLVD. SUITE 100
LAS VEGAS, NEVADA 89117
PH: (702) 367-7705
FAX: (702) 367-8733

DESIGNED BY: M. SAMUEL

DESIGNED BY: M. SAMUEL

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DESIGNED BY: M. SAMUEL

VAR-16144
10/05/06 PC

AUG 21 2006

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No. 24

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JAN 10 1964
U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

[illegible][illegible]

Figure 1: Schematic representation of the experimental design. The diagram shows a sequence of events: 'TWO MONTHS' (with a clock icon), 'STIMULUS PRESENTATION' (with a screen icon), 'POST-TEST' (with a person icon), and 'FOLLOW-UP' (with a person icon). Below this, a timeline shows 'STIMULUS PRESENTATION' (a bar), 'POST-TEST' (a bar), and 'FOLLOW-UP' (a bar). The timeline is divided into 'PRE-TEST' and 'POST-TEST' phases. The 'PRE-TEST' phase includes 'STIMULUS PRESENTATION' and 'POST-TEST'. The 'POST-TEST' phase includes 'STIMULUS PRESENTATION' and 'POST-TEST'. The 'FOLLOW-UP' phase includes 'STIMULUS PRESENTATION' and 'POST-TEST'.

PROPOSED T-MOBILE ANTENNAS AT A 47' CENTERLINE ON A 55' MONOPALM (MEXICAN FAN PALM) FRONTS NOT TO EXCEED 50'

EXISTING PALM TREES

PROPOSED T-MOBILE ANTENNAS AT A 47' CENTERLINE
FRONTS NOT TO EXCEED 50'



SOUTH ELEVATION

SCALE 1" = 10'

2 EAST ELEVATION

PROPOSED T-MOBILE 5' BLOCK WALL
PROPOSED T-MOBILE 10' 6" HIGH SOLID METAL GATES



EXISTING 5' BLOCK WALL

PROPOSED T-MOBILE ANTENNAS AT A 47' CENTERLINE
FRONTS NOT TO EXCEED 50'

SCALE 1" = 10'

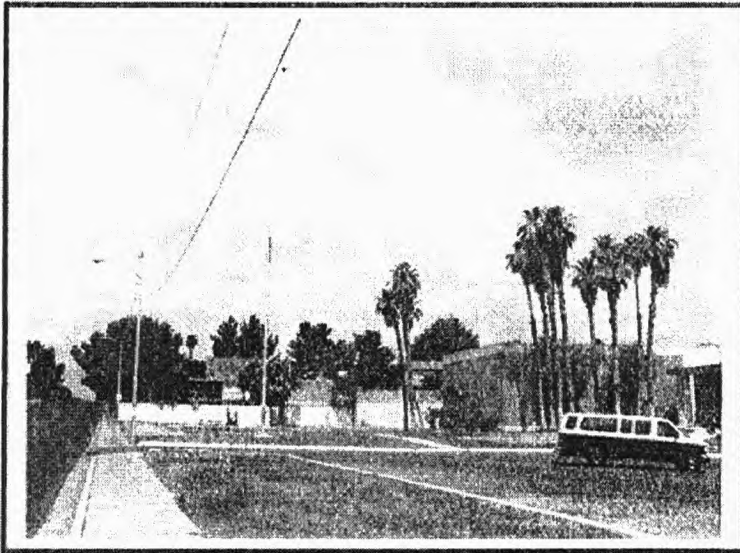
1

VAR-16144
10/05/06 PC

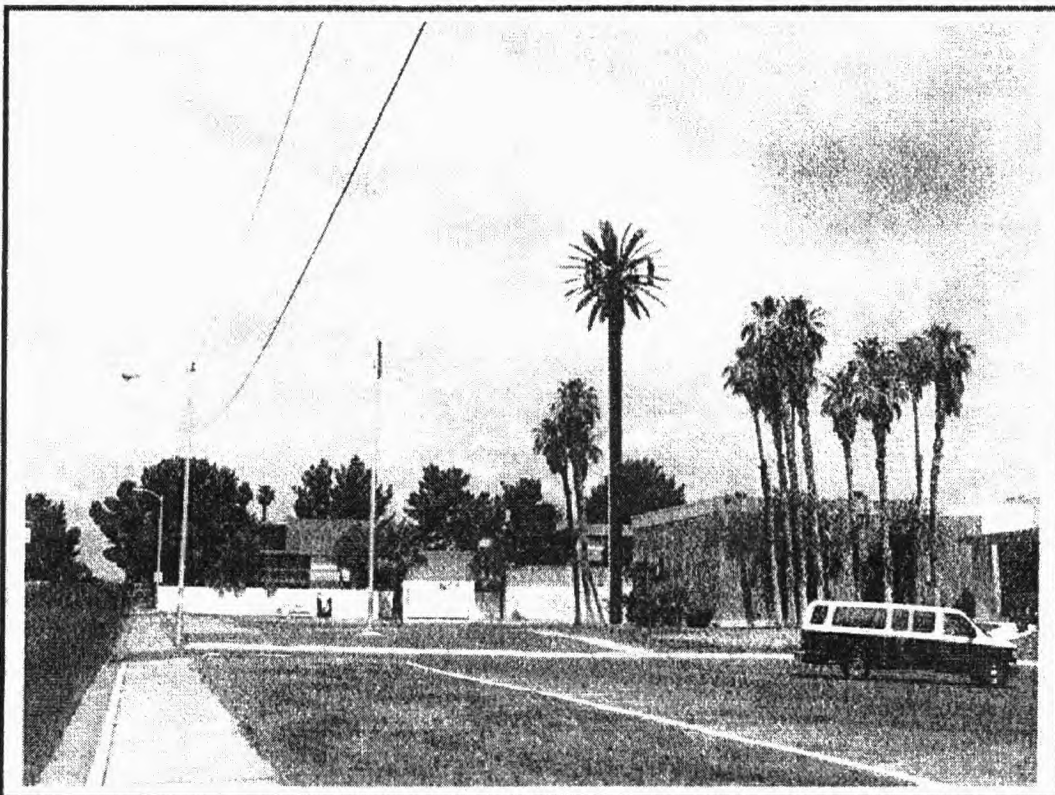
AUG 21 2006

T-Mobile
Job Site ID: VG08660 St. Louis & 17th
Wireless Site Photo Simulation

Existing View Looking West



Proposed View Looking Southwest



VAR-16144
10/05/06 PC

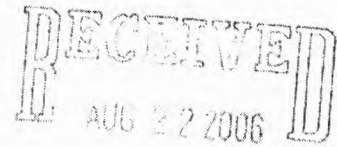
AUG 21 2006



351 W. Charleston Blvd., Suite 120
Las Vegas, NV 89117
Phone: 702.367.7705
Fax: 702.367.8733

August 1, 2006

City of Las Vegas
Development Services
Planning Division
731 South Fourth Street
Las Vegas, NV 89101



**Reference: Justification for a Special Use Permit / Variance
T-Mobile Site VG08660 St. Louis & 17th
1600 East Oakey
APN 162-02-208-001**

Spectrum Surveying & Engineering, on behalf of T-Mobile USA Inc., requests the approval of a Special Use Permit and a Variance for a proposed Wireless Communication Facility (Monopalm) the location does not meet the required residential setbacks. The proposed site location is at 1600 E. Oakey (also known as 1620 Bracken Avenue), Las Vegas, Nevada 89104; parcel number 162-02-208-001. This geographic location was selected by T-Mobile USA Inc. as a desirable location to work within their existing network of antennas and towers. T-Mobile USA Inc. proposes to construct an 80' monopalm and an 18'x20' equipment lease area enclosed by a decorative block wall enclosure. The subject parcel is the Iglesia Bautista la Gran Commission and is zoned Civic District (C-V).

T-Mobile USA Inc. has chosen to locate the proposed monopalm within a cluster of existing live palm trees at the front of the property to blend in with the existing landscape of the property and neighborhood. By placing a tower on this parcel and within this area, it will provide the necessary cellular coverage in this "dead" pocket. Without the tower in this location, T-Mobile's customers will continue to suffer with poor coverage.

The proposed antennas are required to provide adequate coverage to customers using wireless services in the area. Businesses, governments, emergency services and the general public are all users of cellular technology. The installation of this facility will enhance service coverage and reliability for users in the City of Las Vegas. The Federal Communications Commission determined the wireless system serves the national interest and directly and indirectly benefits all members of the public.

The approval of the Use Permit and Variance is consistent with the zoning code and requests upon waiver for setbacks to residential property. In addition the Use Permit will not be detrimental to the health, safety or general welfare of persons residing or working in the neighborhood, or injurious to property, resources, or improvements in the vicinity, nor will create any additional impact to the traffic system in the area.

Sincerely,
Spectrum Surveying & Engineering


Tiffany Chimaroke
Project Manager

**VAR-16144
10/05/06 PC**

Jeremy Gregersen
Elizabeth Kadel
1308 S. 17th Street
Las Vegas, NV 89104

RECEIVED
CITY CLERK

2006 OCT 25 A 11: 24

October 21, 2006

City Clerk
Barbara Jo Ronemus
1st Floor
City Hall
400 Stewart Ave.
Las Vegas, NV 89101

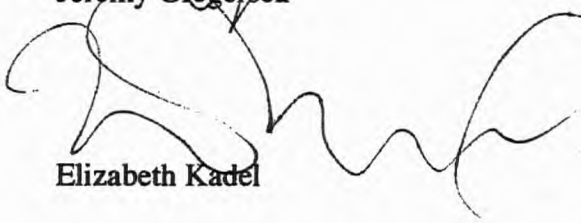
Dear Ms. Ronemus,

We are writing in response to the Notice of Public hearing we received in the mail today. The notice is in regard to VAR-16144, T-Mobile's request for a variance to allow for a wireless communications tower to be erected in our neighborhood. We are pleased to write you to express our approval of the listed variance, and hope that our approval of the project will have some sway with the public hearing, although we are unable to attend. Again, please note our approval of the project listed.

Thanks in advance for your consideration and all your hard work,



Jeremy Gregersen



Elizabeth Kadel

Support

Submitted after final agency

Date 10/25/06 Item #108

RECEIVED
CITY CLERK7351 W. Charleston Blvd., Suite 120
Las Vegas, NV 89117
Phone: 702.367.7705
Fax: 702.367.8733

2006 DEC -5 P 1:32

December 5, 2006

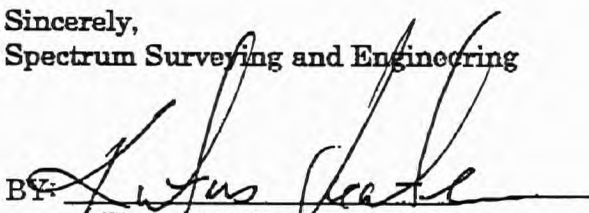
City Clerk
City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101Re: SUP 16143 / VAR 16144
VG08660 St. Louis & 17th / T-Mobile
1620 Bracken Avenue (APN 162-02-208-001)
City Council Hearing Date: December 6, 2006

Spectrum Surveying and Engineering on behalf of the applicant T-Mobile USA, request that SUP 16143 / VAR 16144, Items 94 and 95, being heard at the City Council Meeting on December 6, 2006 be HELD in Abeyance for thirty days.

Should you have any additional question or concerns please do not hesitate to call me at 702.367.7705, ext 223

Sincerely,
Spectrum Surveying and Engineering

BT:


Kirtus M. Veater
Project Coordinator
kveater@spectrumse.com

Exempted after final approval

Date 12-05-06 Item #94+95

**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 27, 2006

To: The Planning Commission
731 South Fourth Street
Las Vegas, Nevada 89101-2986

From: Mrs. Dorphine Howard
1728 Griffith Avenue
Las Vegas, Nevada 89104-3639

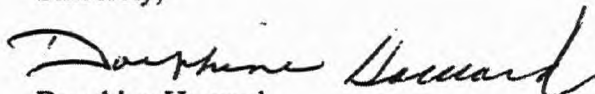
Subject: Opposed SUP-16143 AND VAR-16144

Please be advised that I opposed the SUP-16143 AND VAR-16144.

I reside at 1728 Griffith Avenue, the Communication Facility and the 70th Foot Tower will decreased my property value and cause a eye sore In the community.

Please do not approved VAR- 16144 and SUP-16143, or any other Requested Permit from other Companies.

Sincerely,


Dorphine Howard

SEP 29 2006

ITEM # 43 & 44
CASE # VAR-16144, SUP-16143
PC MTG 10-5-06

Cynthia Mota -

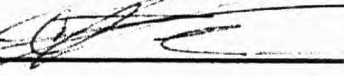
951-2313 - office (7-4)
610-0382 - cell
657-2034 - home

September 29, 2006

As neighbors of the proposed location for the VAR-16144 and SUP-16143 by applicant, T-Mobile USA, Inc. and property owner, Mesquite Wood 3, LLC, for the construction of a wireless communication facility at 1620 Bracken Ave. (S ½ of NW ¼ of Section 02, Township 21 South, Range 61 East, M.D.M.) we, the undersigned, as property owners and registered voters, are filing an objection and petition for denial of this request.

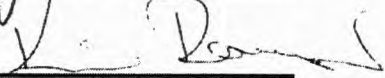
Name	Address	Signature
------	---------	-----------

Ed Gilinski	1800 Cochran	
-------------	--------------	---

CLIFFORD LEE	1720 COCHRAN	
--------------	--------------	---

Sup. (Javier Mota Vazquez, 1801 Cochran Javier Mota

Cynthia Mota, 1801 Cochran St. Cynthia Mota

Kim Reeves 1717 Cochran 

Mary Jane R. Frank 1721 Cochran Mary Jane R. Frank

Shelly Herrera-White 1624 Bonita Ave Shelly Herrera-White

Carlos Rincon Mautner 1701 Cochran St. Carlos Rincon Mautner

ITEM # 43 & 44

CASE # VAR 16144 & SUP 16143

PC MTG 10-5-06

7P

September 29, 2006

As neighbors of the proposed location for the VAR-16144 and SUP-16143 by applicant, T-Mobile USA, Inc. and property owner, Mesquite Wood 3, LLC, for the construction of a wireless communication facility at 1620 Bracken Ave. (S ½ of NW ¼ of Section 02, Township 21 South, Range 61 East, M.D.M.) we, the undersigned, as property owners and registered voters, are filing an objection and petition for denial of this request.

Name	Address	Signature
------	---------	-----------

Dis. (TERRY) SOSKIN 1820 COCHMAN T. Soskin
 PARRICKA SOSKIN 1820 COCHMAN T. Soskin
 RANDALL COMPTON 1816 COCHMAN ST Randall Compton

ITEM # 43 + 44
 CASE # VAR 16144 + SUP 16143
 PC MTG 10-5-06

To the Planning Commission
Douglas J Ranking

Re: Sup-16143
Var-16144

From Jean Ott
Louis Hart
1601 Becke Cr.
Las Vegas NV 89104

Please note and consider our objection to the purposed 70 ft tower to be constructed in our residential community. Kindly advise us what we can do to halt this obstruction from being placed adjacent to our property.

Las night 11 /05 / 06 we attended the city council meeting waiting for hours for a hearing when we had to leave, I was told we could fax a message that would be placed in the file representing our strong disapproval.

Thank you for your consideration.
Jean Ott
Louis Hart

702-450-3288
702-371-3288 cell

To the Planning Commission
Douglas J Ranking

Re; Sup-16143
Var-16144

Cordelia Akalaonu
Henry Akalaonu
1605 Becke Cr.
Las Vegas NV 89104

Please note and consider our objection to the purposed 70 ft tower to be constructed in our residential community. Kindly advise us what we can do to halt this obstruction from being placed adjacent to our property.

Please record this message representing our strong disapproval.

Thank you for your consideration.
Sincerely
Henry & Cordelia Akalaonu

702-366-9887

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SPECIAL USE PERMIT RELATED TO VAR-16144

SUP-16143 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: T-MOBILE USA, INC. - OWNER: MESQUITE WOOD 3, LLC - Request for a Special Use Permit FOR A WIRELESS COMMUNICATION FACILITY, STEALTH DESIGN on 3.82 acres at 1620 Bracken Avenue (APN 162-02-208-001), C-V (Civic) Zone, Ward 3 (Reese). The Planning Commission (6-0-1 vote) and staff recommend DENIAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

16

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (6-0-1 vote) and staff recommend 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 44

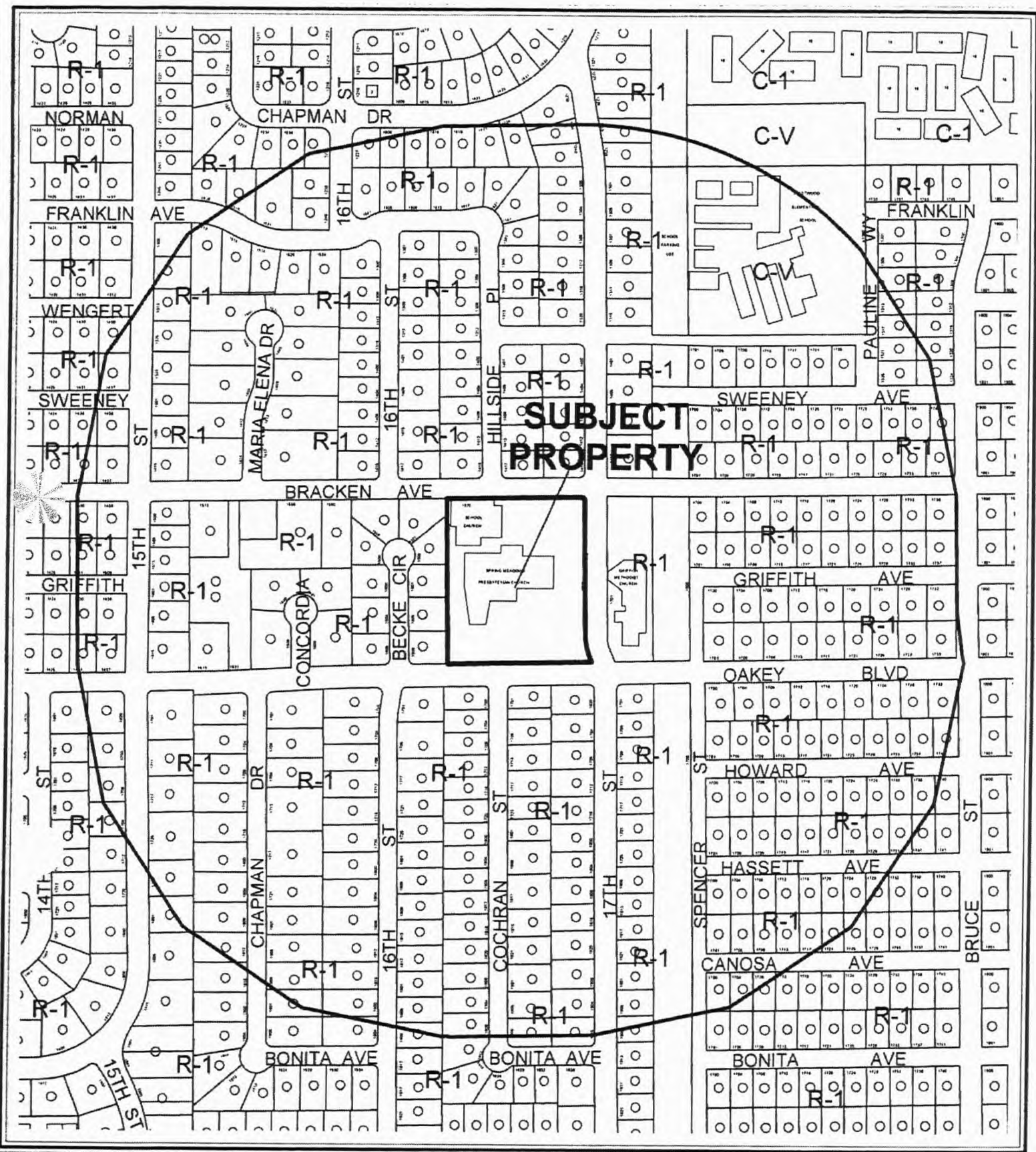
Motion made by GARY REESE to Hold in Abeyance Item 87 [GPA-16201], Item 88 [ZON-16196], Item 89 [SUP-16198], Item 90 [SUP-16200] and Item 91 [SDR-16197], Item 92 [ZON-15031], Item 93 [SDR-15030], Item 101 [GPA-16538], Item 102 [ZON-16609], Item 103 [WVR-16610] and Item 104 [SDR-16611], Item 107 [VAR-14734], Item 108 [VAR-16769], Item 111 [SUP-17404], Item 112 [SUP-17405], Item 113 [SDR-16952] and Item 119 [ROC-17677] to 12/20/2006; Item 94 [VAR-16144], Item 95 [SUP-16143] and Item 109 [VAR-16505] to 01/03/2007; and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 96 [SUP-15347]

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

Minutes:

See Item 94 for related backup.



CASE: **SUP-16143**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY: C-V (CIVIC)

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ABEYANCE - SUP-16143 - APPLICANT: T-MOBILE USA, INC. - OWNER: MESQUITE WOOD 3, 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 (6-0-1/se vote) and staff recommend DENIAL, subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.050 for a Wireless Communication Facility, Stealth Design use.
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. The communications monopole and its associated equipment and facility shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the communications monopole and its associated equipment and facility.
4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Special Use Permit to allow a wireless communications facility, stealth design at a residential adjacency of 68.2-feet from the rear property line where 210-feet is the minimum setback required.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
10/05/06	The Planning Commission recommended denial of companion item VAR-16144 concurrently with this application. The Planning Commission voted 6-0-1/se to recommend DENIAL (PC Agenda Item #44/ar).
<i>Related Building Permits/Business Licenses</i>	
1958	The church on the site was constructed
<i>Pre-Application Meeting</i>	
08/02/06	Staff explained the requirements for this application
<i>Neighborhood Meeting</i>	
	A neighborhood meeting is not required for this application

<i>Details of Application Request</i>	
<i>Site Area</i>	
Net Acres	3.82

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Church	L (Low Density Residential)	C-V (Civic)
North	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)
East	Church	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family Dwellings	L (Low Density Residential)	R-1 (Single Family Residential)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts			
C-V Civic District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

DEVELOPMENT STANDARDS

<i>Residential Adjacency Standards</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
3:1 proximity slope	210 Feet	68.2 Feet	N
Adjacent development matching setback	15 Feet	68.2 Feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	Gross Floor Area or Number of Units	Required			Provided		Compliance
		Parking Ratio	Parking		Parking		
			Regular	Handi-capped	Regular	Handi-capped	
Church/House of Worship	300 Fixed Seats	1 sp/ 4 fixed seats	75 spaces	3 spaces	113 spaces	3 spaces	Y
TOTAL (including handicap)			75	3	113	3 spaces	Y*

*The placement of equipment associated with the cellular tower will result in a reduction in the amount of on-site parking from 116 to 113 spaces, which still is in compliance with the zoning code.

ANALYSIS

The existing church is a permitted use in the C-V zoning district. The cell tower is a permitted use upon either an administrative approval or approval of a Special Use Permit. Because of the adjacent residential development and non-compliance with the residential adjacency standards, this proposed tower location was deemed to be unsuitable for an administrative approval, and the applicant was directed to file a Special Use Permit application and a Variance application related to residential adjacency.

The proposed stealth antenna is located on the southwest portion of the subject C-V zoned parcel. It is a monopalm design at a height of 70 feet to the top of fronds. Title 19.08.060 states that a Wireless Communication Facility, Stealth Design, be separated from residential uses by proximity slope of 3:1. This requires the proposed 70-foot antennae to be located 210 feet from the adjoining R-1 (Single Family Residence) property. The submitted site plan indicates that a setback of 68.2 feet is provided. This use is not compatible with the C-V and R-1 developments in the surrounding area; therefore denial is recommended.

FINDINGS

The following findings must be made for a Special Use Permit:

1. "The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan."
2. "The subject site is physically suitable for the type and intensity of land use proposed."
3. "Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use."
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."

In regard to "1":

The proposed 70 foot tower would not be compatible with the adjacent mature residential development.

In regard to "2":

The site is developed with a church and is not suitable for the placement of a cellular communication facility.

In regard to “3”:

This requirement is not applicable because the wireless communication tower will not attract additional traffic to the site.

In regard to “4”:

The proposed use will not compromise the public health, safety, and welfare because the use will be constructed in compliance with applicable building codes.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

ASSEMBLY DISTRICT 12

SENATE DISTRICT 10

NOTICES MAILED 395 by City Clerk

APPROVALS 0

PROTESTS 1



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

SUP-16143

Case Number: _____ APN: 162-02-208-001

Name of Property Owner: Mesquite Wood 3 LLC

Name of Applicant: T-Mobile

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): _____

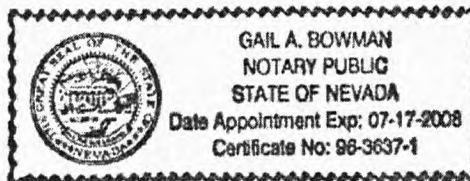
APN: _____

Signature of Property Owner: _____

Print Name: WESTLEY ISBUTT

Subscribed and sworn before me

This 27th day of July, 2006
Gail A. Bowman
 Notary Public in and for said County and State
Clark County, Nevada





T-Mobile

ST LOUIS AND 17TH ST.,
VG08660

1620 BRACKEN AVE.
LAS VEGAS, NEVADA 89104

THE PROPOSED PROJECT INCLUDES:

- INSTALLATION OF WIRELESS ANTENNA AT A KEY CENTERLINE ON A 65' MONORAIL TRUSS NOT TO EXCEED 70'
- INSTALLATION OF 143 OUTDOOR EQUIPMENT CARRIERS ON A CONCRETE PAD
- INSTALLATION OF ONE 60V ANTENNA
- COAXIAL CABLE RUNS FROM RADIOS TO ANTENNAS
- NEW TELEPHONE CABLE RUN TO CABINET
- NEW 200A DEICATED ELECTRICAL SERVICE TO WEIR
- INSTALLATION OF AN 8' INCH WALL
- INSTALLATION OF 120 8' WIDE 304S METAL GRATE

PROJECT DESCRIPTION



VICINITY MAP

APPLICANT/LESSEE

T-MOBILE
4120 S. RILEY ST., STE 100
LAS VEGAS, NV 89147

CONTACTS
WILLIAM WEAVER
DEVELOPMENT SUPERVISOR
CITY OF LAS VEGAS (702) 222-2852

PROPERTY INFORMATION

OWNER: MENDOTA WORLD LLC
100 EAST CHARLESTON BOULEVARD
LAS VEGAS, NEVADA 89104
WEIR 155077
EUGENIUM 3153
AREA OF CONSTRUCTION: 3008 SQ. FT.
COLOR AND TYPE: S-2
CONSTRUCTION TYPE: W-2
CURRENT ZONING: C-200 DISTRICT (C-200)
ADJACENT: CITY OF LAS VEGAS
HEIGHT: 86' 0" (21.34M)
LENGTH: 115' 0" (35.05M)
ELEVATION: 1050 FEET (320.00M)
ZONING APPLICATION #: T-20
APR: 102-02-228-001
HANDRAIL REQUIREMENTS: FACILITY IS UNARMED AND NOT FOR HUMAN HABITATION - HANDRAILS NOT REQUIRED

PROJECT INFORMATION

EQUIPMENT LOCATION: ☒ OUTDOOR ☐ WINDSHIELD
EQUIPMENT ANGLE: ☐ 0°/90° ☒ 45°
ANTENNA LOCATION: ☐ NEW MONORAIL ☐ SELF-SUPPORT TOWER ☐ EXISTING MONORAIL ☐ FLAG POLE ☐ EXISTING TOWER ☒ OTHER NEW MONORAIL

PROJECT SUMMARY

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITY. NOTHING IN THESE PLANS IS TO BE CONTRADICTED TO ANY CITY, STATE, OR FEDERAL REQUIREMENTS.

1. INTERNATIONAL BUILDING CODE 2003 W/STATE AMENDMENTS
2. UNIFORM MECHANICAL CODE 2003
3. ANGLE-2003 W/STATE AMENDMENTS
4. NECA-2003
5. UNIFORM PLUMBING CODE 2003
6. NATIONAL ELECTRICAL CODE 2003
7. LOCAL BUILDING DEPARTMENT
8. CITY AND/OR COUNTY ORDINANCES

CODE COMPLIANCE

CIVIL ENGINEER

SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 100
LAS VEGAS, NEVADA 89117
DORIS WEIR
PHONE: (702) 382-7705
FAX: (702) 382-7705

STRUCTURAL ENGINEER

T-20

ELECTRICAL ENGINEER

SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 100
LAS VEGAS, NEVADA 89117
DORIS WEIR
PHONE: (702) 382-7705
FAX: (702) 382-7705

SURVEYOR

SPECTRUM SURVEYING & ENGINEERING
7351 W. CHARLESTON BLVD., SUITE 100
LAS VEGAS, NEVADA 89117
DORIS WEIR
PHONE: (702) 382-7705
FAX: (702) 382-7705

PROJECT TEAM

SHEET	DESCRIPTION	REV.
T1	SEE SHEET	
A1	SEE PLAN	
A2	SEE DETAIL ANTENNA & CABLE SCHEDULE AND ANTENNA LAYOUT	
A3	ELEVATIONS	
SHEET INDEX		ZONING

TITLE	SIGNATURE	DATE
PROJECT ENGINEER		
PROJECT MANAGER		
LANDSCAPE		
FIELD ENGINEER		
ENVIRONMENTAL SUPERVISOR		
ENVIRONMENTAL PROJECT MANAGER		
FIELD SITE MANAGER		

APPROVAL LIST

COMMUNITY T-Mobile

ALL REVISED BY: 10/05/06

PROJECT INFORMATION

ST LOUIS AND 17TH ST.
VG08660
1620 BRACKEN AVE.
LAS VEGAS, NEVADA 89104

REVISIONS

07/17/06

DESIGNED FOR

ZONING

DATE OF LAST REVISION

07/17/06

REVISIONS

07/17/06

REVISIONS

07/17/06

REVISIONS

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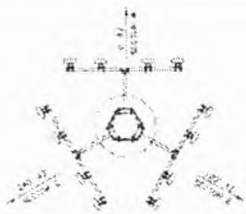
REVISIONS

07/17/06

SUP-16143
10/05/06 PC

APR 2 2006

T1 1
VG08660



ANTENNA SECTION	ANTENNA HEIGHT	ANTENNA MAKE/MODEL	CABLE LENGTH	CABLE SIZE	CABLE COLOR	TOP JUMPER LENGTH	BOTTOM JUMPER LENGTH	COMMENTS
SECTION A	2'	DISS-154700	150' ± 6"	1-1/2" DIA	BLACK	5'	5' (10' MAX)	
SECTION B	120'	DISS-154700	150' ± 6"	1-1/2" DIA	BLACK	5'	5' (10' MAX)	
SECTION C	241'	DISS-154700	150' ± 6"	1-1/2" DIA	BLACK	5'	5' (10' MAX)	
GPS	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
URG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

NOTE: SUBMITTER TO FILL: VERIFY CABLE LENGTHS PRIOR TO ORDERING, FABRICATION OR INSTALLATION OF CABLES.

EQUIPMENT	QUANTITY	EQUIPMENT MAKE/MODEL	LATITUDE (NAD 83)	LONGITUDE (NAD 83)	LATITUDE (NAD 83)	LONGITUDE (NAD 83)	GROUND LEVEL (AMSL)	COMMENTS
EROSION	4	NPS-2206 (OUTDOOR)	N/A	N/A	N/A	N/A	N/A	

COMPONENT
T-Mobile
410 S. 1ST ST. 1ST FL.
LAS VEGAS, NV 89101

PROJECT INFORMATION
ST LOUIS AND 17TH ST.
V008660
1420 BRACKEN AVE.
LAS VEGAS, NEVADA 89104

CURRENT ISSUE DATE
07/17/06

ISSUED FOR
ZONING

REV. DATE DESCRIPTION BY

1	07/17/06	NEW ZONING	JD
2	07/17/06	NEW ZONING	JD

PLANS PREPARED BY
SPECTRUM
SURVEYING & ENGINEERING
735 W. CHARLESTON BLVD. SUITE 100
LAS VEGAS, NEVADA 89102
PH: (702) 367-7700
FAX: (702) 367-8733

DRAWN BY CHK: APY
CHECKED BY M. DEPAULO M. BACH

SCALE

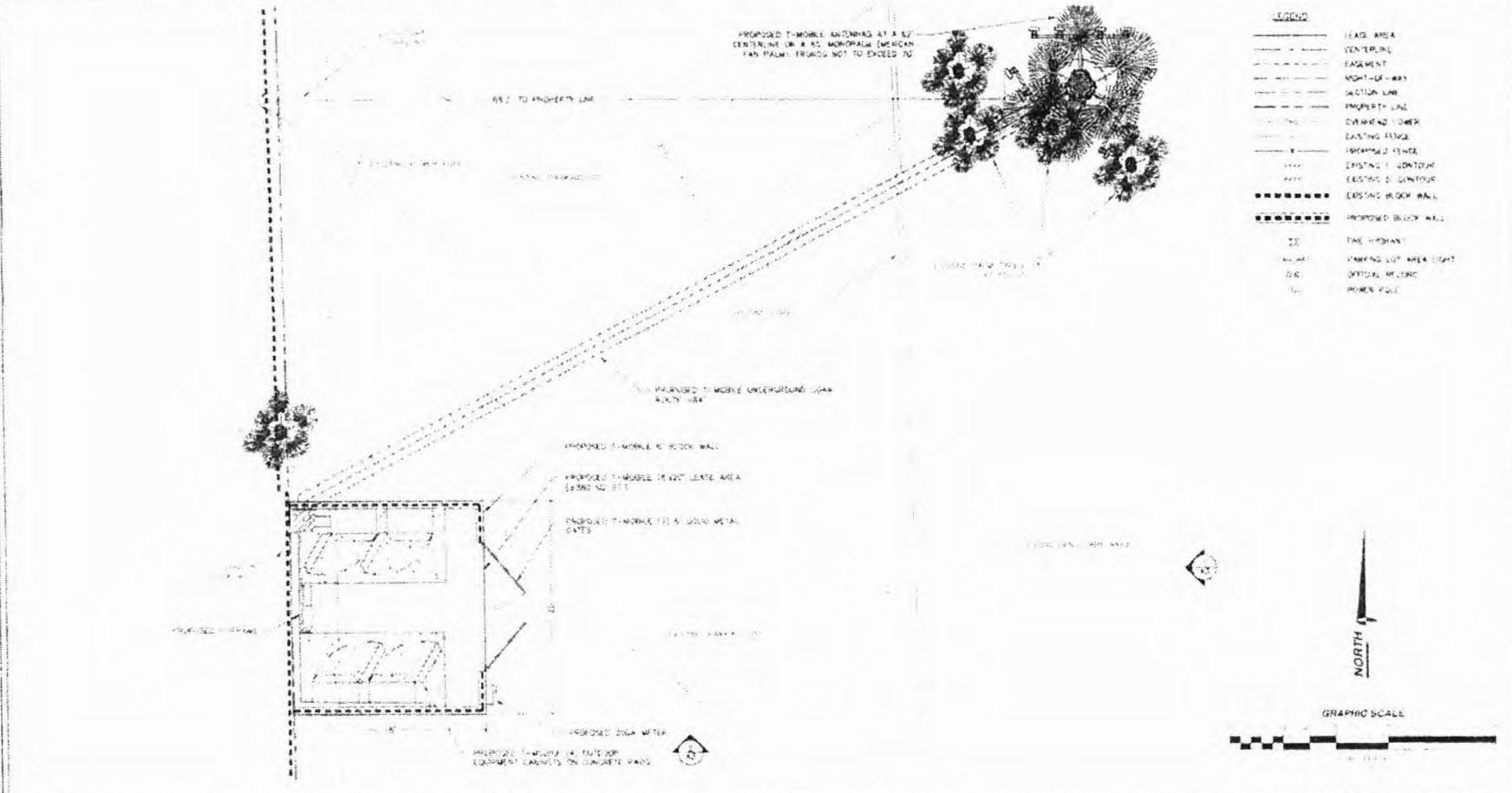
SITE DETAIL, ANTENNA & CABLE SCHEDULE AND ANTENNA LAYOUT

SHEET NUMBER **REVISION**
A2 **1**
V008660

ANTENNA LAYOUT

3 ANTENNA AND CABLE SCHEDULE

2

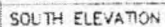


SITE DETAIL

1

SUP-16143
10/05/06 PC

AUG 27 2006



SUP-16143
10/05/06 PC

AUG 21 2006

COMMPOINT
T-Mobile
400 S. GRAY ST., STE. 100
TAMPA, FL 33602

PROJECT INTRODUCTION

ST LOUIS AND 17TH ST
V002560
3625 BRADY AVE
LAS VEGAS NEVADA 89104

CURRENT ISSUING DATE:

07/17/06

ISSUED FOR :

ZONING

DATE	DESCRIPTION	BY
11/1/78	...	...
11/2/78	...	...
11/3/78	...	...
11/4/78	...	...
11/5/78	...	...
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11/28/78	...	...
11/29/78	...	...
11/30/78	...	...

A. 279.27 1990 26.00

1. *Journal of the American Medical Association*, 1997; 277: 1001-1005.

PLANS DEVELOPED BY

S² SPECTRUM

SURVEYING & ENGINEERING
2351 W. CHARLESTON BLVD., SUITE 120
LAS VEGAS, NEVADA 89112
PH (702) 367-7705
FAX (702) 367-8733

DRAWN BY

DATE	NAME	ADDRESS	PHONE
10-20-57	W. COFFEE	W. COFFEE	W. COFFEE

ENCLOSURE

2001

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

SECRET NUMBER _____ REVISION _____

A3

VOCB56C

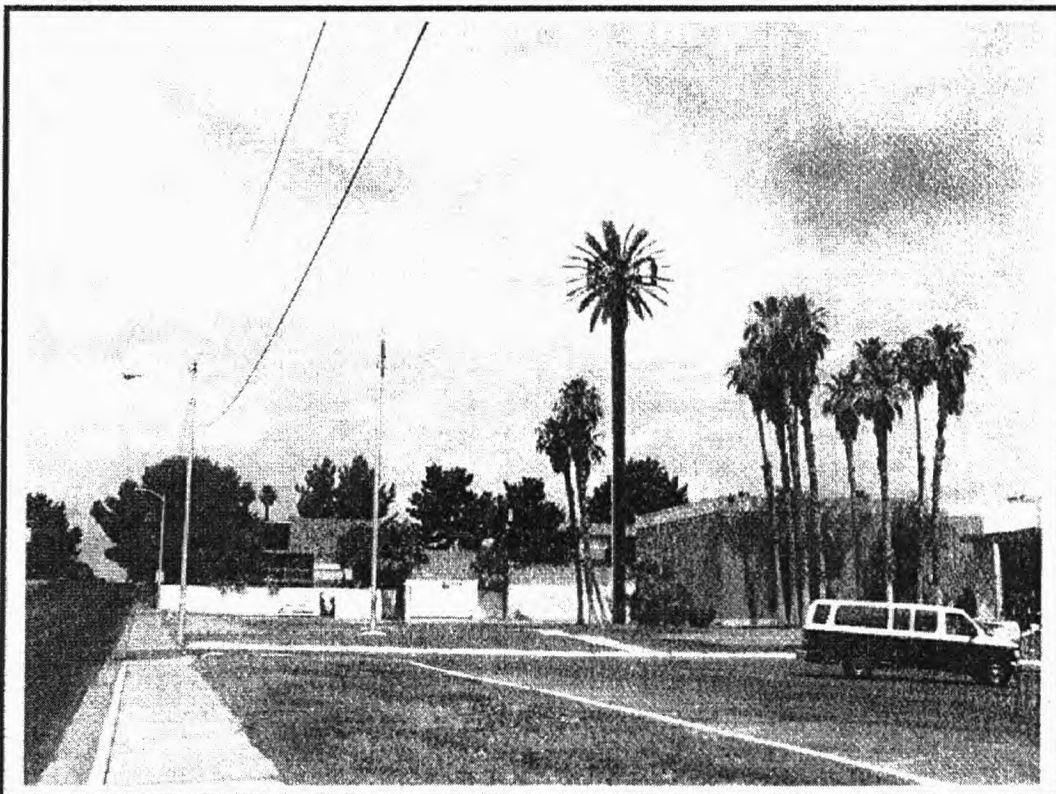
T-Mobile
Job Site ID: VG08660 St. Louis & 17th
Wireless Site Photo Simulation

Existing View Looking West



SUP-16143
10/05/06 PC

Proposed View Looking Southwest



AUG 21 2006



7351 W. Charleston Blvd., Suite 120
Las Vegas, NV 89117
Phone: 702.367.7705
Fax: 702.367.8733

August 17, 2006

City of Las Vegas
Planning & Development
731 S. Fourth Street
Las Vegas, Nevada 89101-6706

**Reference: VG08660 St. Louis & Seventeenth / T-Mobile
1620 Bracken Avenue
APN 162-02-208-001
Parking Analysis for the Special Use Permit Application
Proposed Wireless Communication Monopalm**

Parking Analysis

Required Parking for Church/House of Worship

One Space for each four fixed seats or one space for each 100 sq ft of non-fixed seating area in gathering room, whichever is greater.

300 Fixed Seats, 1 Space per four seats	=	75 Required
Total number of existing parking	=	116 Existing
73 existing parking spaces in the front area		
43 including 5 Handicap spaces behind main building		
T-mobile to use 3 of the existing parking spaces	-	3 (Removed)

Total Parking Required = 75
Total Parking Provided = 113

**SUP-16143
10/05/06 PC**



VAR-16144 AND SUP-16143 - APPLICANT: T-MOBILE USA, INC. - OWNER: MESQUITE WOOD 3, LLC
1620 BRACKEN AVENUE
OCTOBER 5, 2006 PLANNING COMMISSION

08/30/06



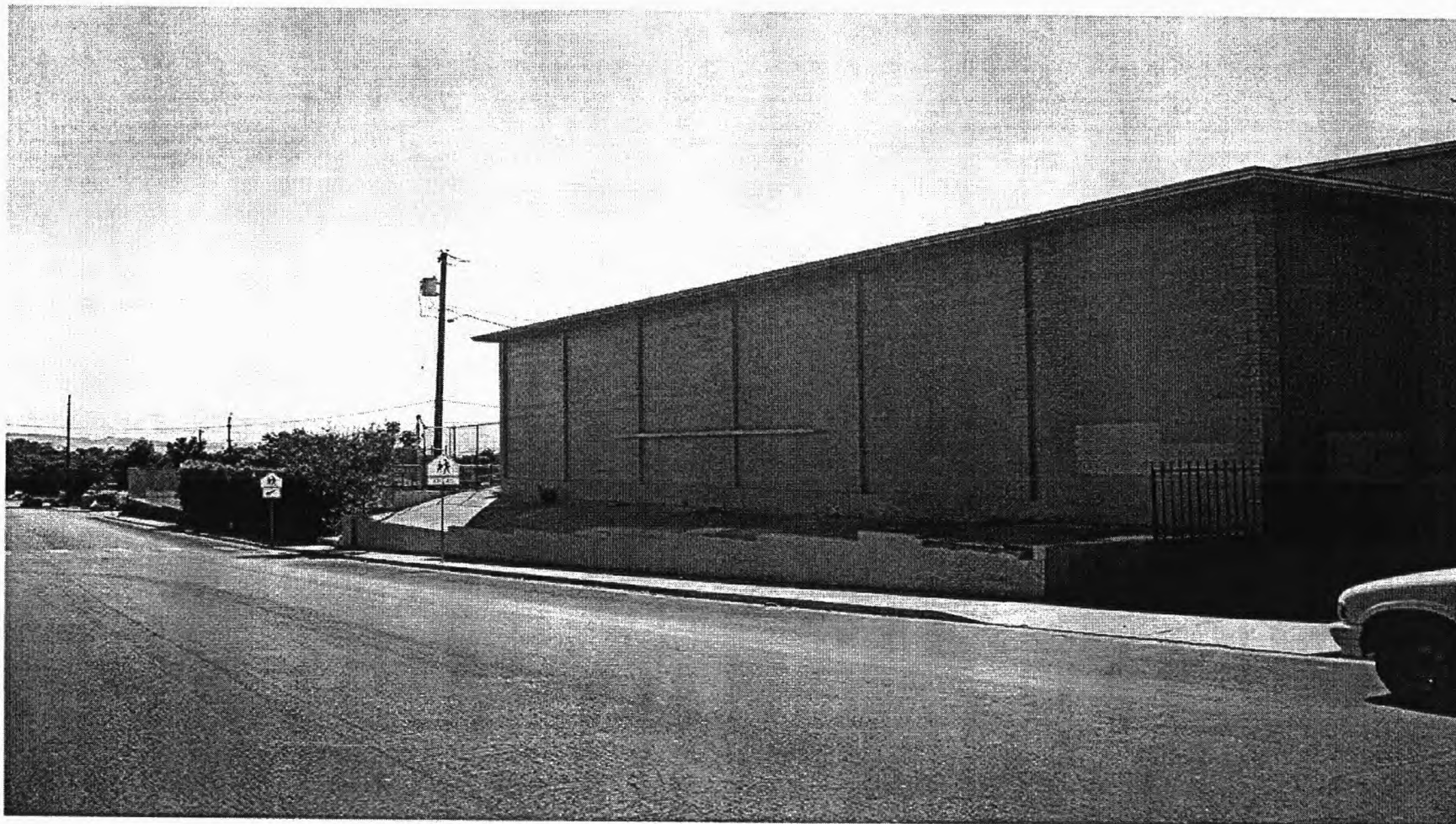
VAR-16144 AND SUP-16143 - APPLICANT: T-MOBILE USA, INC. - OWNER: MESQUITE WOOD 3, LLC
1620 BRACKEN AVENUE
OCTOBER 5, 2006 PLANNING COMMISSION

08/30/06



VAR-16144 AND SUP-16143 - APPLICANT: T-MOBILE USA, INC. - OWNER: MESQUITE WOOD 3, LLC
1620 BRACKEN AVENUE
OCTOBER 5, 2006 PLANNING COMMISSION

08/30/06



VAR-16144 AND SUP-16143 - APPLICANT: T-MOBILE USA, INC. - OWNER: MESQUITE WOOD 3, LLC
1620 BRACKEN AVENUE
OCTOBER 5, 2006 PLANNING COMMISSION

08/30/06



. 351 W. Charleston Blvd., Suite 120
Las Vegas, NV 89117
Phone: 702.367.7705
Fax: 702.367.8733

August 1, 2006

City of Las Vegas
Development Services
Planning Division
731 South Fourth Street
Las Vegas, NV 89101

**Reference: Justification for a Special Use Permit / Variance
T-Mobile Site VG08660 St. Louis & 17th
1600 East Oakey
APN 162-02-208-001**

Spectrum Surveying & Engineering, on behalf of T-Mobile USA Inc., requests the approval of a Special Use Permit and a Variance for a proposed Wireless Communication Facility (Monopalm) the location does not meet the required residential setbacks. The proposed site location is at 1600 E. Oakey (also known as 1620 Bracken Avenue), Las Vegas, Nevada 89104; parcel number 162-02-208-001. This geographic location was selected by T-Mobile USA Inc. as a desirable location to work within their existing network of antennas and towers. T-Mobile USA Inc. proposes to construct an 80' monopalm and an 18'x20' equipment lease area enclosed by a decorative block wall enclosure. The subject parcel is the Iglesia Bautista la Gran Commission and is zoned Civic District (C-V).

T-Mobile USA Inc. has chosen to locate the proposed monopalm within a cluster of existing live palm trees at the front of the property to blend in with the existing landscape of the property and neighborhood. By placing a tower on this parcel and within this area, it will provide the necessary cellular coverage in this "dead" pocket. Without the tower in this location, T-Mobile's customers will continue to suffer with poor coverage.

The proposed antennas are required to provide adequate coverage to customers using wireless services in the area. Businesses, governments, emergency services and the general public are all users of cellular technology. The installation of this facility will enhance service coverage and reliability for users in the City of Las Vegas. The Federal Communications Commission determined the wireless system serves the national interest and directly and indirectly benefits all members of the public.

The approval of the Use Permit and Variance is consistent with the zoning code and requests upon waiver for setbacks to residential property. In addition the Use Permit will not be detrimental to the health, safety or general welfare of persons residing or working in the neighborhood, or injurious to property, resources, or improvements in the vicinity, nor will create any additional impact to the traffic system in the area.

Sincerely,
Spectrum Surveying & Engineering

A handwritten signature in black ink, appearing to read 'Tiffany Chimaroke'.

Tiffany Chimaroke
Project Manager

**SUP-16143
10/05/06 PC**

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

September 27, 2006

To: The Planning Commission
731 South Fourth Street
Las Vegas, Nevada 89101-2986

From: Mrs. Dorphine Howard
1728 Griffith Avenue
Las Vegas, Nevada 89104-3639

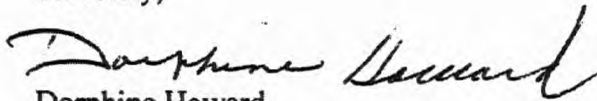
Subject: Opposed SUP-16143 AND VAR-16144

Please be advised that I opposed the SUP-16143 AND VAR-16144.

I reside at 1728 Griffith Avenue, the Communication Facility and the 70th Foot Tower will decreased my property value and cause a eye sore In the community.

Please do not approved VAR- 16144 and SUP-16143, or any other Requested Permit from other Companies.

Sincerely,


Dorphine Howard

SEP 29 2006

ITEM # 43 & 44
CASE # VAR-16144, SUP-16143
PC MTG 10-5-06

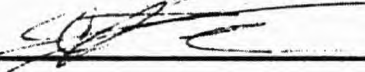
Cynthia Mota -
 951-2313 office (7-41)
 610-0382 cell
 657-2034 home

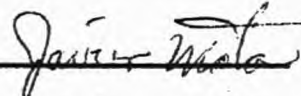
September 29, 2006

As neighbors of the proposed location for the VAR-16144 and SUP-16143 by applicant, T-Mobile USA, Inc. and property owner, Mesquite Wood 3, LLC, for the construction of a wireless communication facility at 1620 Bracken Ave. (S ½ of NW ¼ of Section 02, Township 21 South, Range 61 East, M.D.M.) we, the undersigned, as property owners and registered voters, are filing an objection and petition for denial of this request.

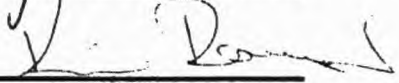
Name	Address	Signature
------	---------	-----------

Ed Glinski	1800 Cochran	
------------	--------------	---

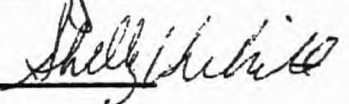
CLIFFORD LEE	1720 COCHRAN	
--------------	--------------	---

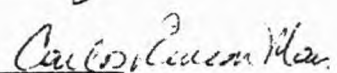
Sup. (Javier Mota Vazquez, 1801 Cochran 

Cynthia Mota	1801 Cochran St.	Cynthia Mota
--------------	------------------	--------------

Kim Reeves	1717 Cochran	
------------	--------------	---

Margaret A. Frank	1721 Cochran	Margaret A. Frank
-------------------	--------------	-------------------

Shelly Herren-White	1624 Bonita Ave	
---------------------	-----------------	---

Carlos Rincón Mautner	1701 Cochran St.	
-----------------------	------------------	---

ITEM # 43 & 44
 CASE # V-2 16144 & SUP 16143
 PC MTG 10-5-06

7P

To the Planning Commission
Douglas J Ranking

Re: Sup-16143
Var-16144

From Jean Ott
Louis Hart
1601 Becke Cr.
Las Vegas NV 89104

Please note and consider our objection to the purposed 70 ft tower to be constructed in our residential community. Kindly advise us what we can do to halt this obstruction from being placed adjacent to our property.

Las night 11 /05 / 06 we attended the city council meeting waiting for hours for a hearing when we had to leave, I was told we could fax a message that would be placed in the file representing our strong disapproval.

Thank you for your consideration.
Jean Ott
Louis Hart

702-450-3288
702-371-3288 cell

To the Planning Commission
Douglas J Ranking

Re; Sup-16143
Var-16144

Cordelia Akalaonu
Henry Akalaonu
1605 Becke Cr.
Las Vegas NV 89104

Please note and consider our objection to the purposed 70 ft tower to be constructed in our residential community. Kindly advise us what we can do to halt this obstruction from being placed adjacent to our property.

Please record this message representing our strong disapproval.

Thank you for your consideration.
Sincerely
Henry & Cordelia Akalaonu

702-366-9887

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT CITY COUNCIL MEETING OF: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SPECIAL USE PERMIT

SUP-15347 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: SUN LOAN COMPANY - OWNER: PLAZA LOS ARCOS, LLC - Request for a Special Use Permit FOR A PROPOSED FINANCIAL INSTITUTION, SPECIFIED AND A WAIVER OF THE 1,000-FOOT DISTANCE SEPARATION REQUIREMENT FROM OTHER FINANCIAL INSTITUTIONS, SPECIFIED at 7591 Washington Avenue, Suites 140 and 150 (APN 138-27-301-015), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). NOTE: The correct applicant is Jim Marchesi/Check City and the correct owner is Buffalo Washington III. Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (6-1 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Verbatim Excerpt from 10/18/2006 submitted by Jay H. Brown
6. Submitted after final agenda - Abeyance request from Attorney Jay Brown

Motion made by GARY REESE to Hold in Abeyance Item 87 [GPA-16201], Item 88 [ZON-16196], Item 89 [SUP-16198], Item 90 [SUP-16200] and Item 91 [SDR-16197], Item 92 [ZON-15031], Item 93 [SDR-15030], Item 101 [GPA-16538], Item 102 [ZON-16609], Item 103 [WVR-16610] and Item 104 [SDR-16611], Item 107 [VAR-14734], Item 108 [VAR-16769], Item 111 [SUP-17404], Item 112 [SUP-17405], Item 113 [SDR-16952] and Item 119 [ROC-17677] to 12/20/2006; Item 94 [VAR-16144], Item 95 [SUP-16143] and Item 109 [VAR-16505] to 01/03/2007; and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 96 [SUP-15347]

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

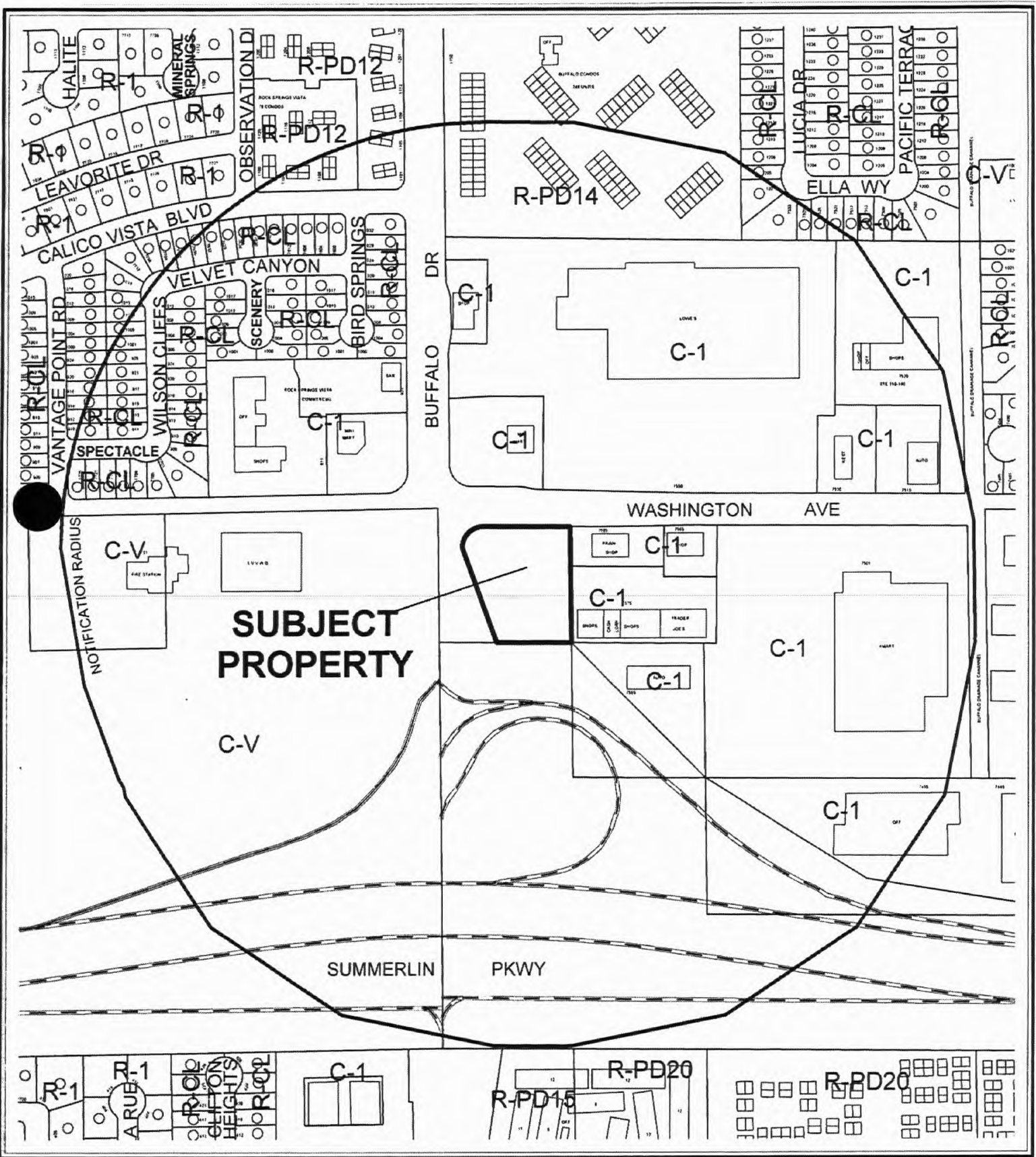
CITY COUNCIL MEETING OF: DECEMBER 6, 2006

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

Minutes:

COUNCILMAN REESE verified for ASSISTANT CITY ATTORNEY BRYAN SCOTT that Item 96 be withdrawn without prejudice, as the applicant did not indicate that on the request.





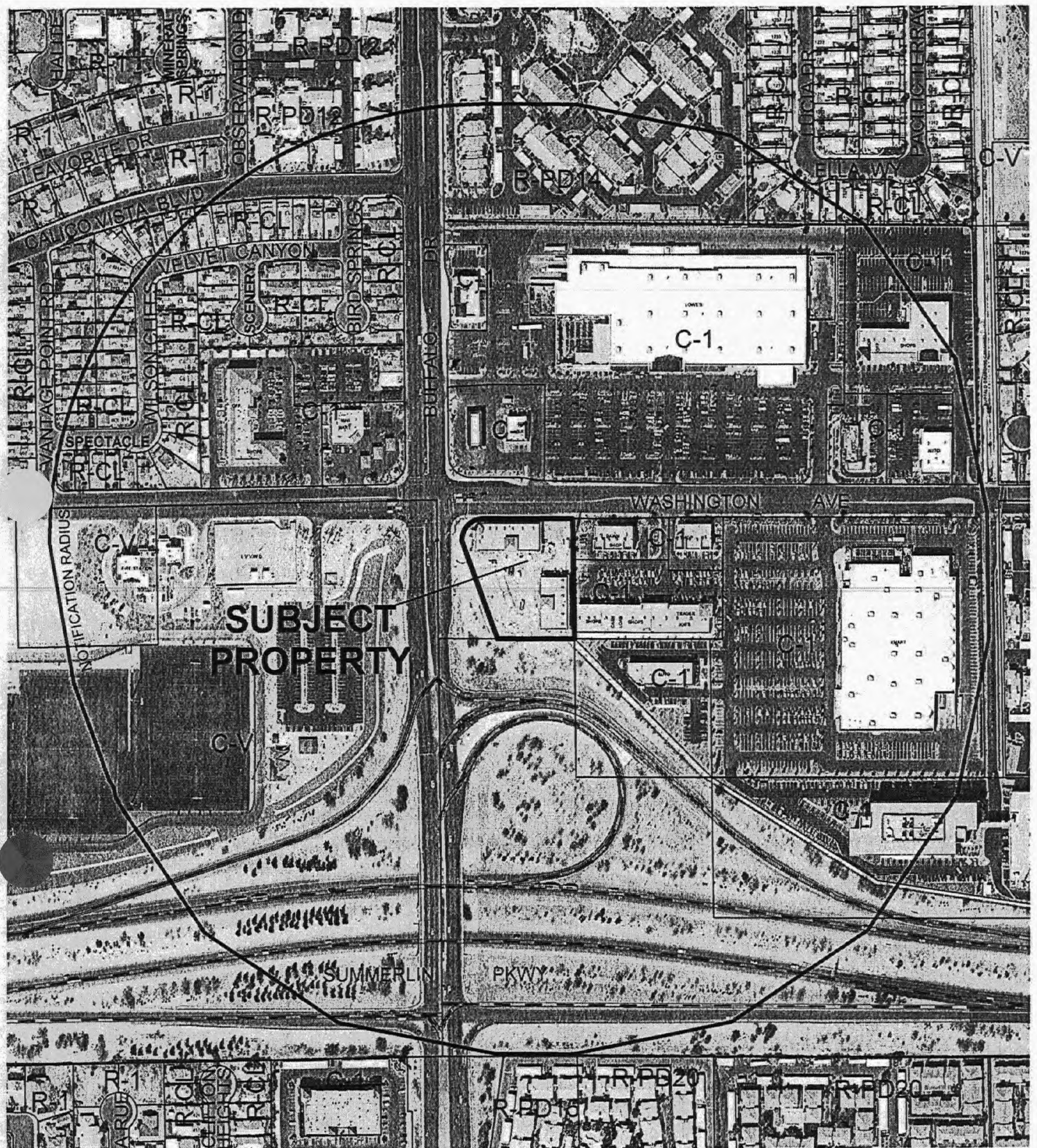
CASE: SUP-15347

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION]
 UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)





CASE: **SUP-15347**

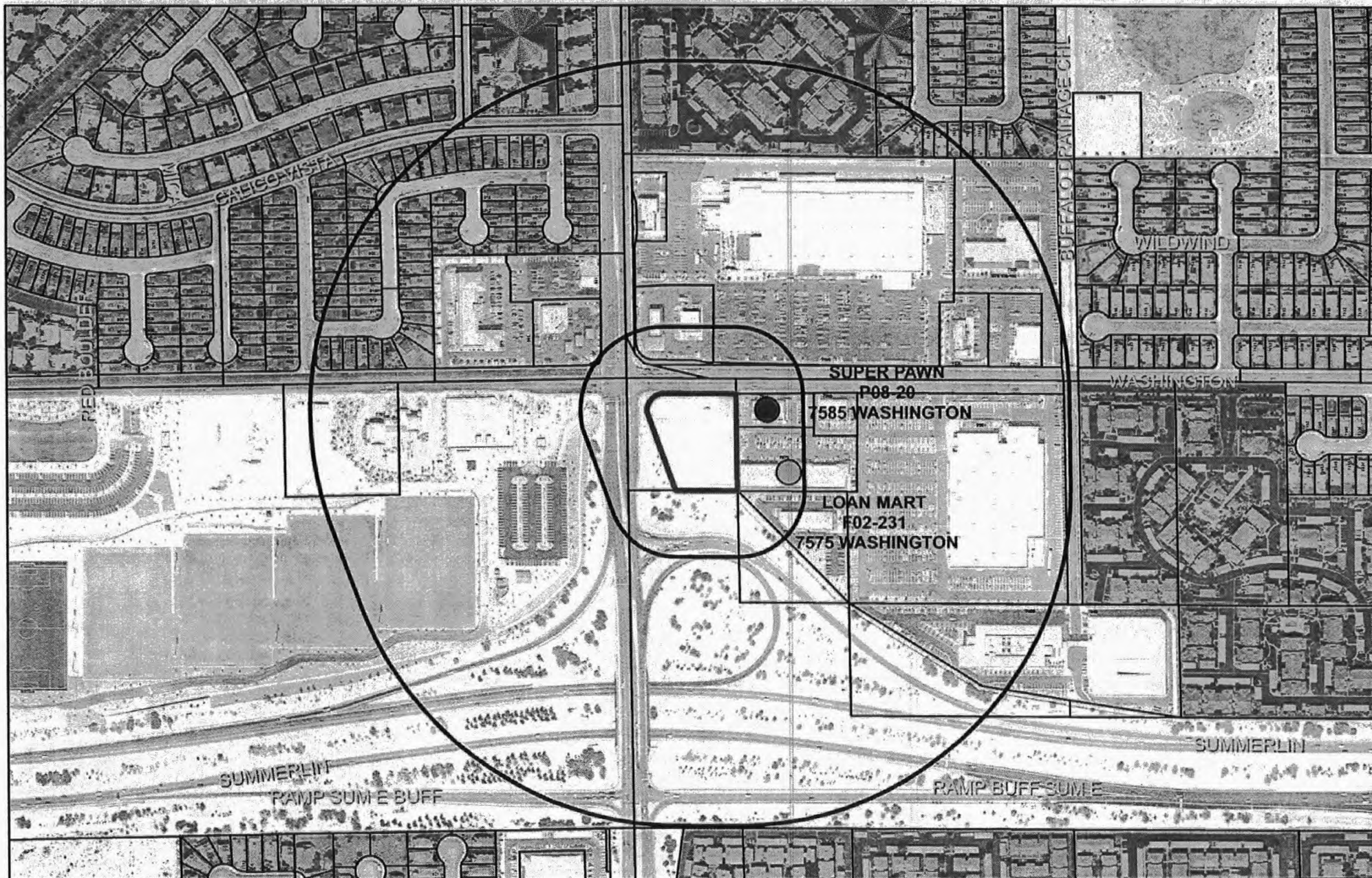
RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION]
UNDER RESOLUTION OF INTENT TO C-1 (LIMITED COMMERCIAL)

0 200 400 Feet





SUP-15347

Financial Institution

Financial Business Locations

- | | | | |
|---|-----------------------|---|--|
|  | Finance Company |  | Financial Institution, Specified
(Check Cashing Service) |
|  | Automobile Title Loan |  | Financial Institution, Specified
(Check Cashing Service with Gross) |
|  | Auto Pawnbroker | | |

- | | |
|---|----------------------|
|  | Subject Property |
|  | Residential Property |



0 262.5 525 1,050 Feet

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE - SUP-15347 - APPLICANT: SUN LOAN
COMPANY - OWNER: PLAZA LOS ARCOS, LLC**

***THIS ITEM WAS HELD IN ABEYANCE FROM THE NOVEMBER 15, 2006 CITY
COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.***

**** CONDITIONS ****

Staff recommends DENIAL. The Planning Commission (6-1/se vote) recommends APPROVAL, subject to:

Planning and Development

1. Conformance to Requirements 1 through 6 under LVMC Title 19.04.050 for Financial Institution, Specified use.
2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. Approval of this Special Use Permit does not constitute approval of a business license.
4. 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 Financial Institution, Specified and a waiver of the 1,000-foot distance separation requirement from other Financial Institutions, Specified located at 7591 West Washington Avenue, Suites 140 & 150, on the southeast corner of Washington Avenue and Buffalo Road.

EXECUTIVE SUMMARY

The applicant notes that a Financial Institution, Specified at 7591 West Washington Avenue is unique and in high demand in the area. Similar businesses are located immediately adjacent to the east at 7575 West Washington Ave. (Loan Mart) and 7585 West Washington Ave. (Superpawn) providing a 0' separation where 1000' is required. The applicant has provided no substantial reason for waiving this requirement therefore staff is recommending denial.

BACKGROUND INFORMATION

A) *Related Actions*

- 11/02/83 The City Council approved a Petition (A-0010-83) to Annex property generally located west of Lorenzi Boulevard, between Westcliff Drive and Washington Avenue, containing approximately 922 acres of land, including the subject site. The Planning Commission recommended approval on 11/02/83. The effective date was 12/30/83.
- 12/07/94 The City Council approved a Rezoning (Z-0131-94) from U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] to C-1 (Limited Commercial) for this site as part of a larger request. The Planning Commission had recommended Approval on 12/07/94. The Rezoning expiration date was 12/07/95.
- 02/07/96 The City Council approved a Reinstatement and an Extension of Time of an approved Rezoning [Z-0131-94(1)], which expired on 12/07/95. The Planning Commission had recommended Approval on 01/11/96. The Rezoning expiration date was 02/07/97.
- 05/12/97 The City Council approved a Reinstatement and second Extension of Time [Z-0131-94(2)] of an approved Rezoning (Z-0131-94) with an expiration date of 05/12/98. The Planning Commission had recommended Approval on 04/10/97.

- 07/13/98 The City Council approved a third Extension of Time [Z-0131-94(4)] of an approved Rezoning (Z-0131-94) with no time limit. The Planning Commission had recommended Approval on 06/11/98.
- 02/02/99 The City Council approved the request for a Special Use Permit for property located on the south side of Washington Ave. approximately 230 feet east of Buffalo Dr., for a Pawnshop (Superpawn) and a Secondhand Dealer (U-0171-98).
- 11/21/02 The Planning Commission approved a request for a Site Development Plan Review (SDR-1046) for a proposed 11,987 square-foot Pharmacy on 2.5 acres located adjacent to the southeast corner of Buffalo Drive and Washington Avenue. Staff had recommended approval.
- 12/16/04 The City Council approved a request for a Site Development Plan Review (SDR-5393) for a proposed 16,009 square-foot commercial retail center and waivers of building setbacks, building orientation and perimeter and foundation landscaping standards on 1.55 acres adjacent to the southeast corner of Buffalo Drive and Washington Avenue (APN 138-27-301-015).
- 01/20/05 The City Council granted the appeal from denial by the Planning Commission for a request for a Variance (VAR-5531) to allow 93 parking spaces where 180 parking spaces are required.
- 09/21/06 The Planning Commission voted 6-1/se to recommend APPROVAL (PC Agenda Item #25/mh).

Business License History

- 01/03/02 The City of Las Vegas issued license # F02-00231 to "Loan Mart" for a finance company. The business is located at 7575 W. Washington Ave. Suite 123. The license is still active.
- 12/10/04 The City of Las Vegas issued license # P08-00203 to Cash America dba "Superpawn" for an Auto Pawnbroker. The business is located at 7585 W. Washington Ave. The license is still active.
- 03/17/05 The City of Las Vegas issued license # C22-00260 to Cash America dba "Superpawn" for a check cashing service. The business is located at 7585 W. Washington Ave. The license has been inactive since 07/13/2005.

B) Pre-Application Meeting

- 07/28/06 A pre-application meeting was held and the following items were discussed:
- Staff discussed the minimum conditions for Financial Institution, Specified uses and the distance separation required.

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: 1.55

B) *Existing Land Use*

Subject Property: Undeveloped
North: Commercial center
South: Summerlin Parkway
East: Commercial center
West: City Park/Fire Station

C) *Planned Land Use*

Subject Property: SC (Service Commercial)
North: SC (Service Commercial)
South: ROW (Right-of-way)
East: SC (Service Commercial)
West: P/R/OS (Parks/Recreation/Open Space)

D) *Existing Zoning*

Subject Property: U (Undeveloped) [SC (Service Commercial) General Plan Designation] under a Resolution of Intent to C-1 (Limited Commercial)
North: C-1 (Limited Commercial)
South: U (Undeveloped) [ROW (Right-of-Way)]
East: C-1 (Limited Commercial)
West: C-V (Civic)

E) *General Plan Compliance*

The subject property is located within the Southwest Sector of the General Plan. The property is designated SC (Service Commercial) in the General Plan. The Variance request is not directly impacted by any specific policies of the General Plan.

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

No special districts or zones are related to the subject property.

ANALYSIS

A) Zoning Code Compliance

A1) Parking and Traffic Standards

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

Uses	GFA	Ratio	Required Parking		Provided Parking	
			Regular	Handicap	Regular	Handicap
Financial Institution, Specified	2292 SF.	1 space per 250 square feet GFA	10	1	93	

The commercial center in which the proposed use is located would typically require 180 parking spaces. However, a previous Variance (VAR-5531) allows the site to have only 93 spaces. As such, the proposal complies with applicable parking standards.

A2) Minimum Distance Separation Requirements

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

Standards	Code Requirement	Provided
Financial Institution, Specified	200 Feet from existing residential	200 Feet
	1,000 Feet from a similar use	0 Feet

B) General Analysis and Discussion

- Zoning

The subject proposal complies with the underlying zoning of C-1 (Limited Commercial). This zone allows for most retail shopping and personal services. Typically, this zone lies on the periphery of residential neighborhoods.

- Use

The use proposed is allowed in the zone noted above. However, there are certain conditions that apply (specifically, minimum distance separation requirements) that the proposal does not meet. As such, Staff recommends Denial of the request as the use will not be compatible with surrounding uses based on the intent of the applicable conditions.

- Conditions

1. The use shall comply with all applicable requirements of LVMC Title 6.
2. The building and color scheme shall be subject to review by the Department to ensure that it will be harmonious and compatible with the surrounding area.
3. No temporary signs (as described in LVMC 19.14.090) such as balloons inflated devices, searchlights, pennants, portable billboards, portable signs, steamers, trucks parked for signage purposes, or other similar devices are permitted, except that banners announcing a "grand opening" or that a business is "coming soon" may be approved administratively for a period not to exceed thirty days.
4. Window signs shall not:
 - a. Cover more than twenty percent (20%) of the area of all exterior windows;
 - b. Include flashing lights or neon light; or
 - c. Include any text other than text that indicates the hours of operation and whether the business is open or closed.
5. The hours of operation shall not extend beyond the hours of 8:00 a.m. to 11:00 p.m.
6. The building or portion thereof that is dedicated to the use shall have a minimum size of one thousand five hundred square feet, and shall be designed to have sufficient interior space to provide for adequate customer waiting area, customer queuing, and transaction space (such as "teller" windows or desks).

7. No specified financial institution use may be located closer than two hundred feet from any parcel used or zoned for residential use. In addition, no specified financial institution use may be located closer than one thousand feet from any other specified financial institution use, auto title loan use, or auto pawn use. For purposes of this Paragraph (7), distances shall be measured in a straight line from property line to property line, without regard to intervening obstacles. The term "property line" refers to property lines of fee interest parcels and not leasehold parcels.

FINDINGS

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

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

The proposed land use is compatible with the General Plan. However, it is not harmonious with surrounding land uses as it is located within close proximity to uses from which a distance 1000' distance separation is required

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

The subject site is physically able to accommodate the use proposed. Additionally, it will not greatly add to the intensity of the use on 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."**

The subject site is served by Buffalo and Washington (both 100-foot primary arterials). The addition of the proposed use will not render the above right-of-way incapable of handling the traffic load created by the use.

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

The proposal may be inconsistent with the intent of the General Plan as the use will not meet current distance separation requirements based on Title 19. Such requirements stipulate that certain uses should not be located within close proximity of each other. The subject proposal would violate the intent of these requirements.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

ASSEMBLY DISTRICT 34

SENATE DISTRICT 3

NOTICES MAILED 398 by City Clerk

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-15347** APN: 138-27-301-015

Name of Property Owner: Buffalo Washington III

Name of Applicant: Jim Marchesi

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: _____

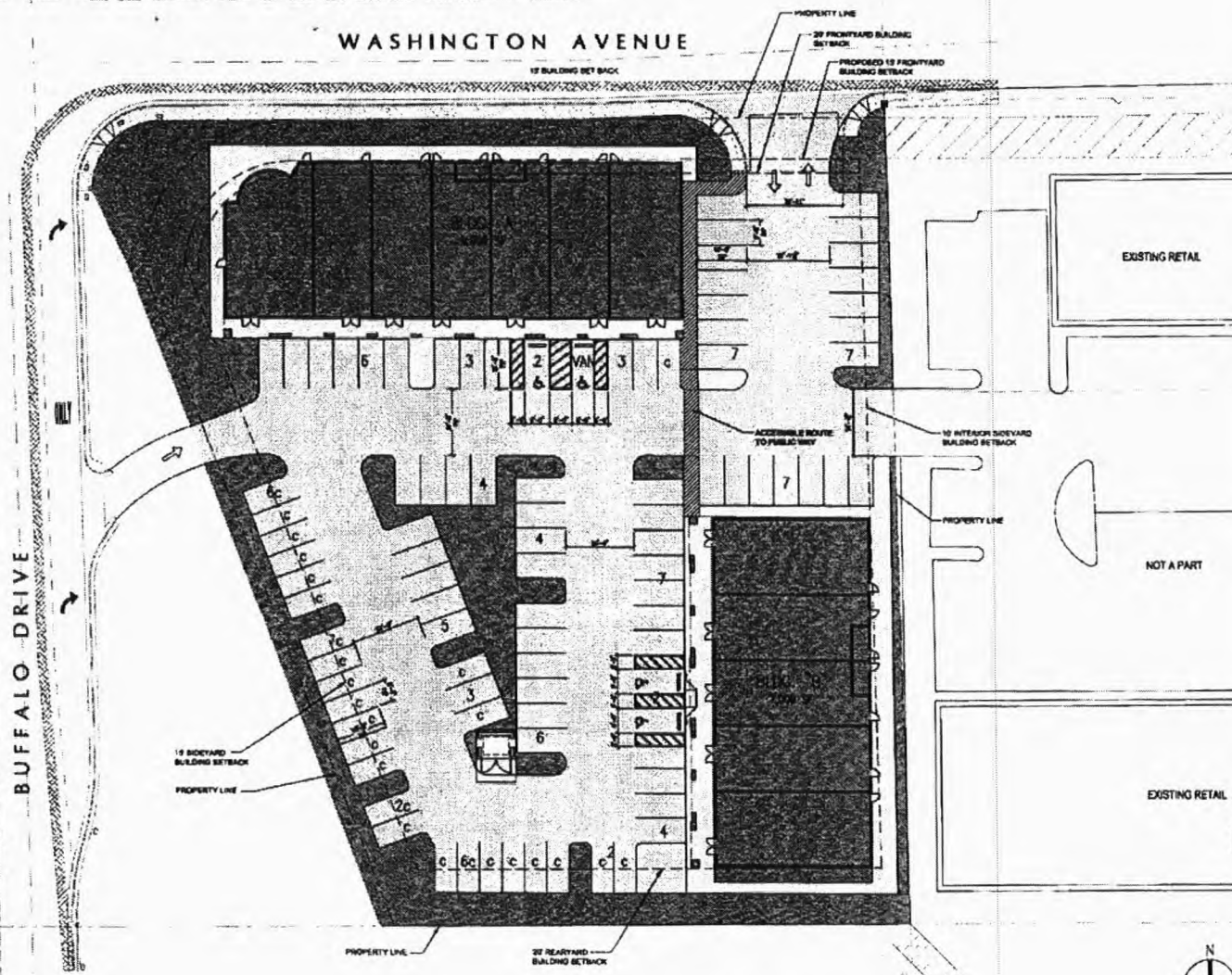
Print Name: C. MURTAGH

Subscribed and sworn before me

This 26th day of JUNE, 2006

Patricia Hester
Notary Public in and for said County and State





OCTOBER 5, 2004

SITE PLAN

LONGFORD SHOPPES AT SUMMERLIN PARKWAY
SEC WASHINGTON AVENUE AND BUFFALO DRIVE
LAS VEGAS, NEVADA

09/21/06 PC

SUP-15347

SITE ANALYSIS

PARCEL NUMBER	138-27-301-015
SITE AREA	1.55 ACRES 67,518 SF
FLOOR AREA RATIO	23.7%
BUILDING AREAS	
BUILDING 'A' - BUSINESS/RESTAURANT/RETAIL USE	9,000 SF
BUILDING 'B' - BUSINESS/RETAIL USE	7,009 SF
TOTAL	16,009 SF

City of Las Vegas Municipal Code (TITF 19)
Chapter 19.10, Table 1.

PARKING SPACES REQUIRED FOR BUILDING 'A'

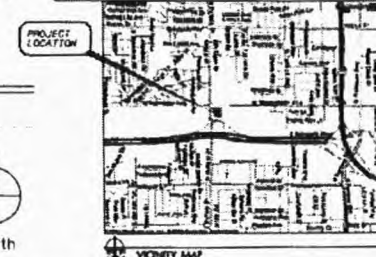
1 SPACE FOR EACH 50 SF OF PUBLIC SEATING/EATING AREAS & WAITING AREA, PLUS ONE SPACE FOR EACH 200 SF OF REMAINING GSF, MINIMUM OF 10 SPACES.

PUBLIC SEATING/ EATING AREAS = .67% OF AREA
REMAINING GSF = .33% OF AREA

SUITE 'A'	
1102 SF @ $\frac{1}{50}$ SF =	22 SPACES
543 SF @ $\frac{1}{200}$ SF =	3 SPACES
SUITE 'B', 'C', 'F'	
808 SF @ $\frac{1}{50}$ SF =	17 X 3 = 51 SPACES
398 SF @ $\frac{1}{200}$ SF =	2 X 3 = 6 SPACES
SUITE 'D', 'E'	
149 SF @ $\frac{1}{50}$ SF =	17 X 2 = 30 SPACES
369 SF @ $\frac{1}{200}$ SF =	2 X 2 = 4 SPACES
SUITE 'G'	
1006 SF @ $\frac{1}{50}$ SF =	20 SPACES
495 SF @ $\frac{1}{200}$ SF =	3 SPACES
	139 SPACES REQUIRED

PARKING SPACES REQUIRED FOR BUILDING 'B'

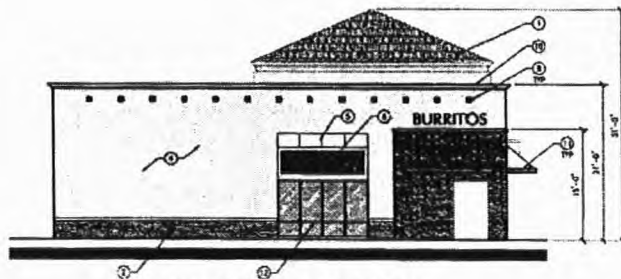
7,009 SF @ $\frac{1}{200}$ SF =	41 SPACES
TOTAL SPACES REQUIRED	180 SPACES
PARKING SPACES PROVIDED	64 FULL SIZED SPACES 4 ACCESSIBLE SPACES 25 COMPACT SPACES
	93 SPACES PROVIDED



PGAL

Copyright

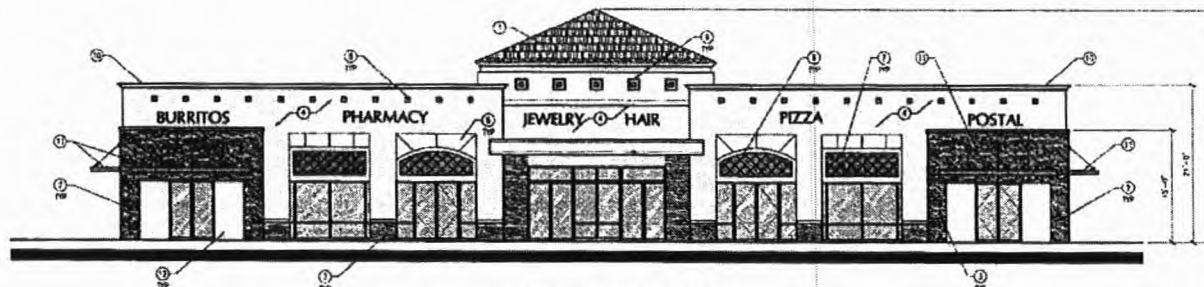
RECEIVED



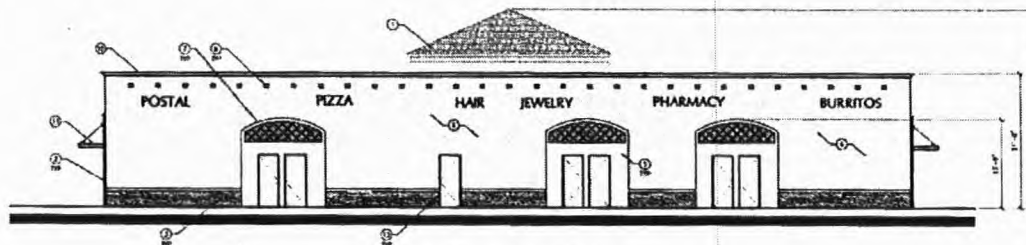
'B' SOUTH ELEVATION



'B' NORTH ELEVATION



'B' WEST ELEVATION



'B' EAST ELEVATION

① KEYNOTES

1. CONCRETE SLATE ROOF -EAGLE ROOFING, #HP-454S.
2. CORONADO CULTURED STONE, "CANYON LEDGE"
3. CORONADO CULTURED STONE, "VIRGINIA LEDGE"
4. CEMENT PLASTER, FIELD COLOR: FRAZEE B693M
5. CEMENT PLASTER, ACCENT COLOR: FRAZEE B672W
6. PAINTED METAL GRID - COLOR: FRAZEE 7466N
7. PAINTED METAL GRID - COLOR: FRAZEE 8126N
8. CERAMIC TILE INSETS, COLOR TO MATCH FRAZEE 7466N
9. CEMENT PLASTER FINISHED POP-OUT WITH TILE INSET, TILE TO MATCH FRAZEE 7466N
10. PRE-FABRICATED FOAM CROWN, PAINTED FIELD ACCENT COLOR: FRAZEE B672W
11. METAL SHADE ELEMENT, PAINTED, FRAZEE 8126N
12. INSULATED GLAZING
13. METAL DOOR, PAINTED, FRAZEE B672W
14. PAINTED CORBELS- ACCENT FIELD COLOR: FRAZEE B672W

OCTOBER 5, 2004

BUILDING 'B' ELEVATIONS

1/16"=1'-0"

LONGFORD SHOPPES AT SUMMERLIN PARKWAY
SEC WASHINGTON AVENUE AND BUFFALO DRIVE
LAS VEGAS, NEVADA

PGAL

RECEIVED

09/21/06 PC SUP-15347



SUP-15347 - APPLICANT: SUN LOAN COMPANY - OWNER: PLAZA LOS ARCOS, LLC
SOUTHEAST CORNER OF WASHINGTON AVENUE AND BUFFALO ROAD
SEPTEMBER 21, 2006 PLANNING COMMISSION

08/08/06



SUP-15347 - APPLICANT: SUN LOAN COMPANY - OWNER: PLAZA LOS ARCOS, LLC
SOUTHEAST CORNER OF WASHINGTON AVENUE AND BUFFALO ROAD
SEPTEMBER 21, 2006 PLANNING COMMISSION

08/08/06



SUP-15347 - APPLICANT: SUN LOAN COMPANY - OWNER: PLAZA LOS ARCOS, LLC
SOUTHEAST CORNER OF WASHINGTON AVENUE AND BUFFALO ROAD
SEPTEMBER 21, 2006 PLANNING COMMISSION

08/08/06



SUP-15347 - APPLICANT: SUN LOAN COMPANY - OWNER: PLAZA LOS ARCOS, LLC
SOUTHEAST CORNER OF WASHINGTON AVENUE AND BUFFALO ROAD
SEPTEMBER 21, 2006 PLANNING COMMISSION

08/08/06



GREATER
NEVADA
PLANNING
INC.

July 21, 2006

CITY OF LAS VEGAS PLANNING
731 S. 4th Street
Las Vegas, NV 89101

SUBJECT: JUSTIFICATION LETTER --

The name of this proposal is: **Rapid Cash**

APN: 138-27-301-015

1. This proposed use is located 7591 West Washington Ave., suites #140 & #150.
2. The total gross acres for this site are 1.55.
3. The current zone for this parcel is C-1 and the current general plan is service / commercial.
4. The proposed land use is for check cashing business.
5. The building is 7,009 sq. ft and the adequate parking spaces as noted on the site plan.
6. No other business like this in the immediate area, therefore this would be an excellent choice.

If I can be of any additional assistance in any of this at any time, please do not hesitate to call me at #312-2435.

Sincerely,

Sandra Montgomery

Sandra Montgomery

Land Use Consultants

- Zoning, Planning, Building & Land Use
- Variances, Conditional Use Permits & Waivers
- Permit Tracking
- Property Analysis & Feasibility Studies
- Business, Gaming & Liquor Licensing
- Development Services

SUP-15347
9.21.06 PC

**CITY COUNCIL MEETING OF
October 18, 2006**

VERBATIM EXCERPT – ITEM 141 – SUP-15347

**Item 141 – SUP-15347 – PUBLIC HEARING – APPLICANT: SUN LOAN COMPANY –
OWNER: PLAZA LOS ARCOS, LLC – Request for a Special Use Permit for a proposed
financial Institution, specified and a waiver of the 1,000-foot distance separation
requirement from other financial institutions, specified at 7591 Washington Avenue, Suite
140 and 150 (APN 138-27-301-015), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian).
NOTE: The correct applicant is Jim Marchesi/Check City and the correct owners is
Buffalo Washington III.**

Appearance List:

MATT BROWN

OSCAR GOODMAN, Mayor

GARY REESE, Councilman

MARGO WHEELER, Director of Planning and Development Department

LOIS TARKANIAN, Councilwoman

BRYAN SCOTT, Deputy City Attorney

BARBARA JO RONEMUS, City Clerk

STEVE WOLFSON, Councilman

10 minutes

Typed by: Angela Crolli

Proofed by: Ydo Yturralde

**CITY COUNCIL MEETING OF
October 18, 2006**

VERBATIM EXCERPT – ITEM 141 – SUP-15347

24 **MATT BROWN**

25 I'd like to speak about one of the items.

26

27 **MAYOR GOODMAN**

28 Why don't you come on up, please. You have to give us your name.

29

30 **MATT BROWN**

31 My name is Matt Brown. I was here to speak about Item Number 141. Will I be able to do that if
32 it's held today? I will not be here on November the first.

33

34 **MAYOR GOODMAN**

35 I'll let you do it, of course.

36

37 **MATT BROWN**

38 Okay. Okay, thank you.

39

40 **MAYOR GOODMAN**

41 Yes, when we call the, when we get there, raise your hand and I'll be happy to have you speak.

42

43 **COUNCILMAN REESE**

44 Are there any other items?

45

46 **MARGO WHEELER**

47 Sir, that, excuse me, if I may, Mayor Pro Tem and Mayor, that's an abeyed item. So, we will not

48 --

49

50 **MAYOR GOODMAN**

51 Oh, we won't get there?

**CITY COUNCIL MEETING OF
October 18, 2006**

VERBATIM EXCERPT – ITEM 141 – SUP-15347

52 **MARGO WHEELER**

53 No Sir.

54

55 **MAYOR GOODMAN**

56 All right, I want to give the, if he's not gonna be here, I want to give him the opportunity to
57 speak. Now? Very good. If he, come on up sir, please. This is on Item 141. Let me read that. It's
58 SUP-15347, Sun Loan Company, Plaza Los Arcos, LLC. Request for a Special Use Permit for a
59 financial institution at 7591 Washington Avenue. Yes, Sir.

60

61 **MATT BROWN**

62 Can you see the picture?

63

64 **MAYOR GOODMAN**

65 Do we have the overhead? Yes, we see it.

66

67 **MATT BROWN**

68 My name is Matt Brown. I'm the District Manager for Dollar Financial Group. We do businesses
69 loan (inaudible) for the State of Nevada. I'm here today to come and request your sincere
70 consideration for enforcement of the 1000-foot requirement been placed by the City for financial
71 institutions. As you can see from my pictures, the Special Use Permit 15347, by applicant, Check
72 City, would allow for another identical financial institution within 96 feet of our current facility.
73 Can you see that picture?

74

75 **MAYOR GOODMAN**

76 Yes, we can.

77

78 **MATT BROWN**

79 Okay. I've got one more here that shows --

80

CITY COUNCIL MEETING OF
October 18, 2006

VERBATIM EXCERPT – ITEM 141 – SUP-15347

81 **MAYOR GOODMAN**

82 All right.

83

84 **MATT BROWN**

85 -- this is looking from our store at the back side of what will be their proposed site. A hundred
86 feet would put us in their back room. I'm not here to debate the legitimacy of our industry; I'm
87 simply here as a representative for the largest international lender of pay loans and check cashing
88 services to ask for your sincere respect.

89 Please understand that the City Planning Commission has already severely infected, impacted our
90 ability to run our business to the fullest by allowing this building to be built to begin with. At its
91 lowest point this new building is 10 feet above grade of anything in our existing system. It
92 completely hid our--plaza.

93 To allow this direct competitor to set up shop in our front door would be forthcoming, would be
94 a fatal blow (inaudible) to run a respectful and decent business. First we are hidden and next we
95 are slapped in the face with the competitor right in direct shot of our store, not even across the
96 street, 96 feet from our front door.

97 While I understand the Planning Commission has recommended approval, I respectfully ask that
98 you reconsider the recommendation and turn the Special Use Permit down. Anything less would
99 be devastating to those of us who work very hard to build a business and clientele and a
100 relationship with those who live in that area.

101 We already lost two tenants in our plaza and we have one more that's getting ready to vacate. We
102 are all for competition promoting to be in good business, but believe in fair standards and the
103 enforcement of policies of the City. We have, on multiple occasions, come before the City
104 Council and asked for a Special Use Permit waiver when we're dealing with, maybe, eight or
105 nine hundred feet and it's been denied every time. But, yet, they're within a hundred feet and the
106 Planning Commission recommended approval.

107 I kind of ask you today to do the right thing and deny this request. This is not eight hundred and
108 ninety-six feet. It's a 96-foot separation. I (inaudible) see you'll send a clear message that fair
109 enforcement is good business. Mayor and members of the Council, thank you for your time.

110

**CITY COUNCIL MEETING OF
October 18, 2006**

VERBATIM EXCERPT – ITEM 141 – SUP-15347

111 **MAYOR GOODMAN**

112 All right. Thank you, and Councilman, Councilwoman Tarkanian, I believe that's in Ward 1, so -

113

114 **COUNCILWOMAN TARKANIAN**

115 Yes, it is.

116

117 **MAYOR GOODMAN**

118 -- we'll incorporate those remarks into the record, so, when we have the opportunity to --

119

120 **COUNCILWOMAN TARKANIAN**

121 I, could I just have your name and telephone number, though.

122

123 **MATT BROWN**

124 Yes, my name is Matt Brown and my phone number is 8-0-9-6-5 --

125

126 **BRYAN SCOTT**

127 Wait, you probably--want to wait and do that off camera.

128

129 **MATT BROWN**

130 Oh, okay, well --

131

132 **MAYOR GOODMAN**

133 All right.

134

135 **COUNCILWOMAN TARKANIAN**

136 Okay. Off camera, then.

137

138 **MATT BROWN**

139 All right. Okay, thanks.

140

**CITY COUNCIL MEETING OF
October 18, 2006**

VERBATIM EXCERPT – ITEM 141 – SUP-15347

141 **COUNCILWOMAN TARKANIAN**

142 I just wanted to say the reason why we abeyed it, was because we had some questions about it.

143 So, thank you for coming.

144

145 **MATT BROWN**

146 Yeah, if I can -- thank you very much.

147

148 **MAYOR GOODMAN**

149 Okay, and let's have a transcript of his remarks in our backup material.

150

151 **BARBARA JO RONEMUS**

152 Okay.

153

154 **COUNCILMAN WOLFSON**

155 Mayor Goodman.

156

157 **MAYOR GOODMAN**

158 Yes.

59

160 **COUNCILMAN WOLFSON**

161 And that was going to be a question I had, from a technological standpoint, 'cause the gentleman

162 made some -- compelling arguments, and I wanted to be able to refresh my memory with what he

163 said. So, a transcript in our backup is a great idea. Thank you.

164

165 **MAYOR GOODMAN**

166 Thank you.

167

168

(END OF DISCUSSION)

169 /ac; yy

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@brownltd.com

RECEIVED
CITY CLERK

DEC - 5 P 4: 52

December 5, 2006

VIA FACSIMILE TO: 382-4803

City of Las Vegas
400 Stewart Avenue
Las Vegas, NV 89101
Attn: Barbara Jo Ronemus
City Clerk

Re: Item 96 - City Council Agenda of December 6, 2006
SUP-15347 SUN LOAN COMPANY (Check City)

Dear Ms. Ronemus:

Please be advised that I represent the above named applicant.

The above referenced application is scheduled to be heard at the December 6, 2006 City
Council meeting.

My client is requesting that the application for Special Use Permit (SUP-15347) be
withdrawn.

Very truly yours,

Jay H. Brown
Jay H. Brown

JHB:cc

Date 12/5/06 Item #96

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

REQUIRED SIX MONTH REVIEW

RQR-15420 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: RAMZI SULIMAN - OWNER: 3140 VALLEY VIEW, LLC - Required Six Month Review of an approved Special Use Permit (SUP-7359) THAT ALLOWED A LIQUOR ESTABLISHMENT (BEER/WINE/COOLER, OFF-SALE) for an existing market at 3140 South Valley View Boulevard, Suites #3, #4 and #5 (APN 162-08-410-010), Ward 1 (Tarkanian). NOTE: To be heard in conjunction with Morning Session Item 58. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting documentation
4. City Council approval letter for SUP-7359
5. Submitted at meeting – Opinion memo by City Attorney for Items 97 and 58

Motion made by LOIS TARKANIAN to Approve subject to conditions

Passed For: 4; Against: 0; Abstain: 1; Did Not Vote: 0; Excused: 2

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

NOTE: MAYOR GOODMAN disclosed he would abstain from voting because he owns property located on Charleston Boulevard together with ATTORNEY JAY BROWN.

Minutes:

MAYOR GOODMAN declared the Public Hearing open on Item 97 [RQR-15420] and Item 58 [3140 South Valley View Boulevard] and declared his abstention.

CITY COUNCIL MEETING OF: DECEMBER 6, 2006

ASSISTANT CITY ATTORNEY BRYAN SCOTT indicated an opinion letter was prepared regarding the Mayor's abstention on Items 58 and 97, which he submitted to the City Clerk.

ATTORNEY JAY BROWN, 520 South 4th Street, appeared on behalf of the applicant.

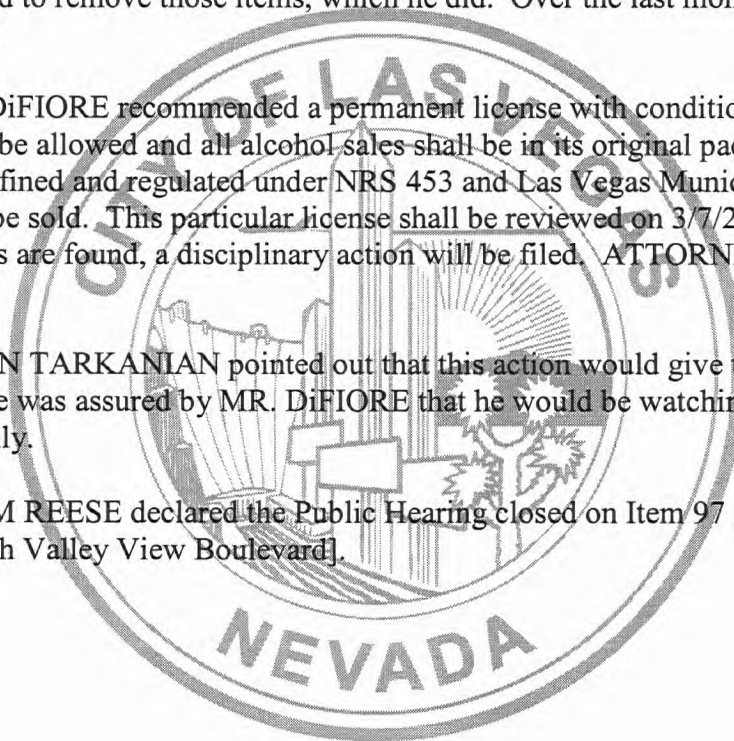
COUNCILWOMAN TARKANIAN requested the item be trailed to give JIM DiFIORE, Manager of Business Services Division, time to arrive.

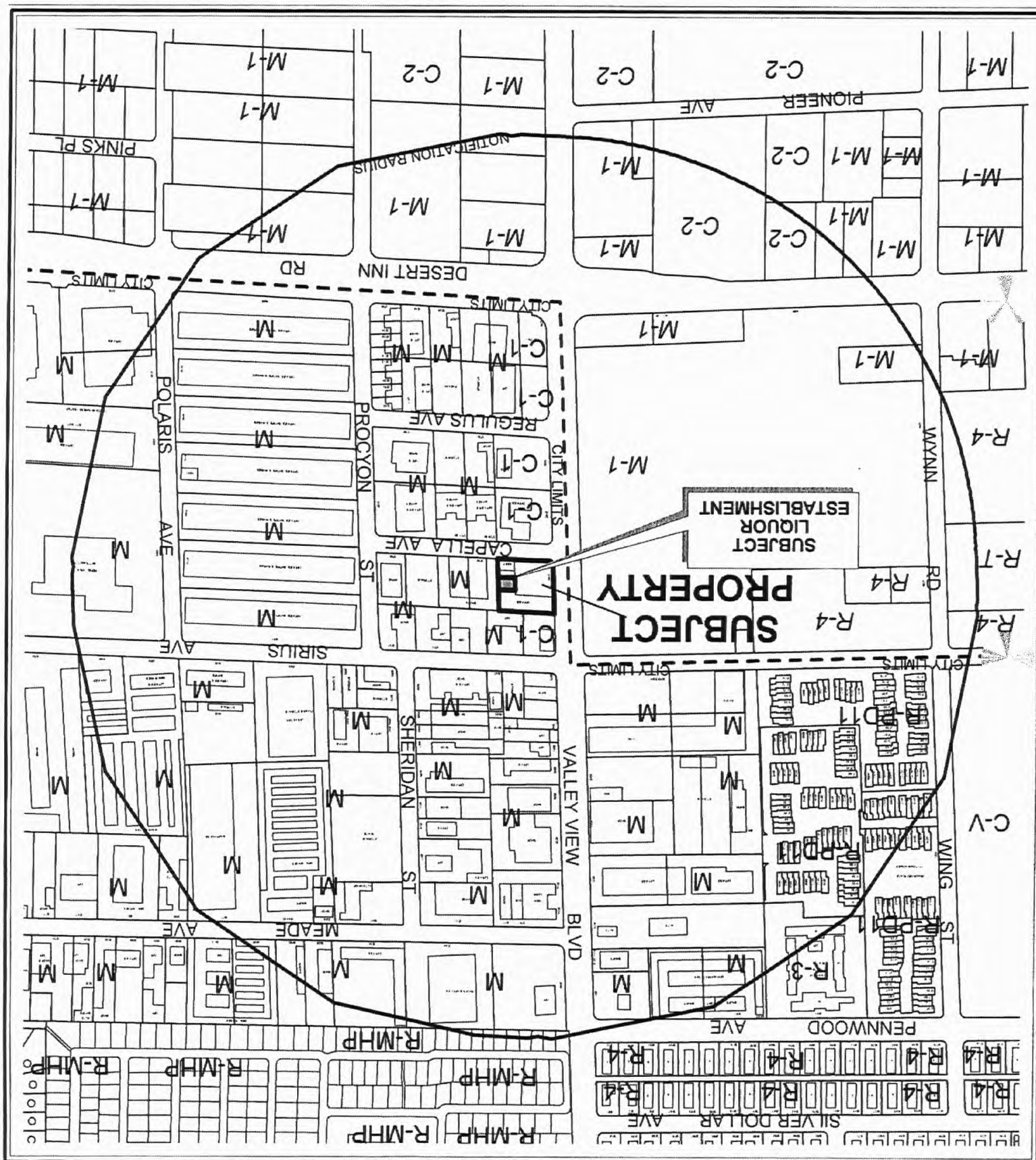
JIM DiFIORE, Manager of Business Services Division, indicated he would be bringing forward the issue on the inspections conducted by Metro of convenience stores. Regarding this item, an inspection was conducted in August and drug paraphernalia was found in MR. SULIMAN'S store. He was asked to remove those items, which he did. Over the last months, calls for service have been reduced.

For Item 58, MR. DiFIORE recommended a permanent license with conditions that no sale of single bottles shall be allowed and all alcohol sales shall be in its original packaging; no drug paraphernalia as defined and regulated under NRS 453 and Las Vegas Municipal Code 10.92 will be allowed to be sold. This particular license shall be reviewed on 3/7/2007. During this review, if violations are found, a disciplinary action will be filed. ATTORNEY BROWN agreed to all conditions.

COUNCILWOMAN TARKANIAN pointed out that this action would give the applicant a second chance. She was assured by MR. DiFIORE that he would be watching this permanent license very carefully.

MAYOR PRO TEM REESE declared the Public Hearing closed on Item 97 [RQR-15420] and Item 58 [3140 South Valley View Boulevard].





AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: ABEYANCE - RQR-15420 - APPLICANT: RAMZI SULIMAN
- OWNER: 3140 VALLEY VIEW, LLC**

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

**** CONDITIONS ****

STAFF RECOMMENDATION: APPROVAL, subject to:

Planning and Development

1. Conformance to the Conditions of Approval of Special Use Permit (SUP-7359).
2. All City Code requirements and design standards of all City departments must be satisfied.

**** STAFF REPORT ****

APPLICATION REQUEST

This is a required six month review of an approved Special Use Permit (SUP-7359) that allowed a liquor establishment (Beer/Wine/Cooler, Off-Sale) for an existing market at 3140 South Valley View Boulevard, Suites #3, #4 and #5.

EXECUTIVE SUMMARY

This is the first review of the subject liquor establishment (Beer/Wine/Cooler, Off-Sale) that was originally approved by the City Council on 09/07/05. A business license was issued on 06/29/06 for Suites #3, #4 and #5. Code Enforcement also indicates that there are no issues with the subject site. The applicant has complied with the previous conditions of approval. Therefore, staff can support the subject Required Review and recommends approval of the subject application.

BACKGROUND INFORMATION

A) *Related Actions*

09/07/05 The City Council approved a Special Use Permit (SUP-7359) for a liquor establishment (Beer/Wine/Cooler, Off-Sale) at 3140 South Valley View Boulevard, Suites #3, #4 and #5. The Planning Commission and staff recommended approval on 08/11/05.

B) *Pre-Application Meeting*

A pre-application meeting is not required for this application.

C) *Neighborhood Meetings*

A neighborhood meeting is not required for this application, nor was one held.

D) *Business License History*

A business license was issued for (Beer/Wine/Cooler, Off-Sale) on 06/29/06 for Suites #3, 4 and 5. Also, no similar businesses are owned by the applicant Ramzi Suliman within the City.

E) *Code Enforcement History*

There are no Code Enforcement actions on the subject site.

ANALYSIS

A) General Analysis and Discussion

- Zoning

The subject property is currently zoned C-1 (Limited Commercial). Liquor Establishments of the type proposed are allowed in a C-1 district with the approval of a Special Use Permit.

- Use

The proposed Liquor Establishment (Beer/Wine/Cooler, Off-Sale) is consistent with surrounding land uses and current zoning requirements.

B) Conditions of Approval from Special Use Permit (SUP-7359)

1. This Special Use Permit shall be reviewed in six months.
2. Conformance to all Minimum Requirements under Title 19.04.050 for a Liquor Establishment (On-Sale/Off-Sale/On-Off-Sale).
3. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.
4. Approval of this Special Use Permit does not constitute approval of a liquor license.
5. Prior to approval of a liquor license, the current business licenses for the existing businesses located in Suites #3 and #4 must be surrendered.
6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
7. All City Code requirements and design standards of all City departments must be satisfied.
8. No single bottle sales shall be allowed. All alcohol sales shall be in their original packages.

FINDINGS

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

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

The existing use is compatible with surrounding land uses and will act as an appropriate supporting facility based on the future General Plan designation for the area.

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

The existing shopping center facility is able to accommodate the existing use.

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

Currently, the commercial center that houses the liquor establishment is adequately served by existing street and highway facilities.

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

Approval of the requested Special Use permit will, in no way, compromise the public health, safety, and welfare or the overall objectives of the General Plan.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

ASSEMBLY DISTRICT 10

SENATE DISTRICT 7

NOTICES MAILED 560 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-15420 APN: 162-08-410-010

Name of Property Owner: 3140 So. Valley View LLC

Name of Applicant: **Ramzi Suliman**

To the best of your knowledge, does the Mayor or any member of the City Council, Planning Commission, or a Hearings Officer 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

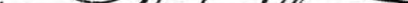
 No

If yes, please indicate the member of the City Council, Planning Commission or Hearings Officer 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: 

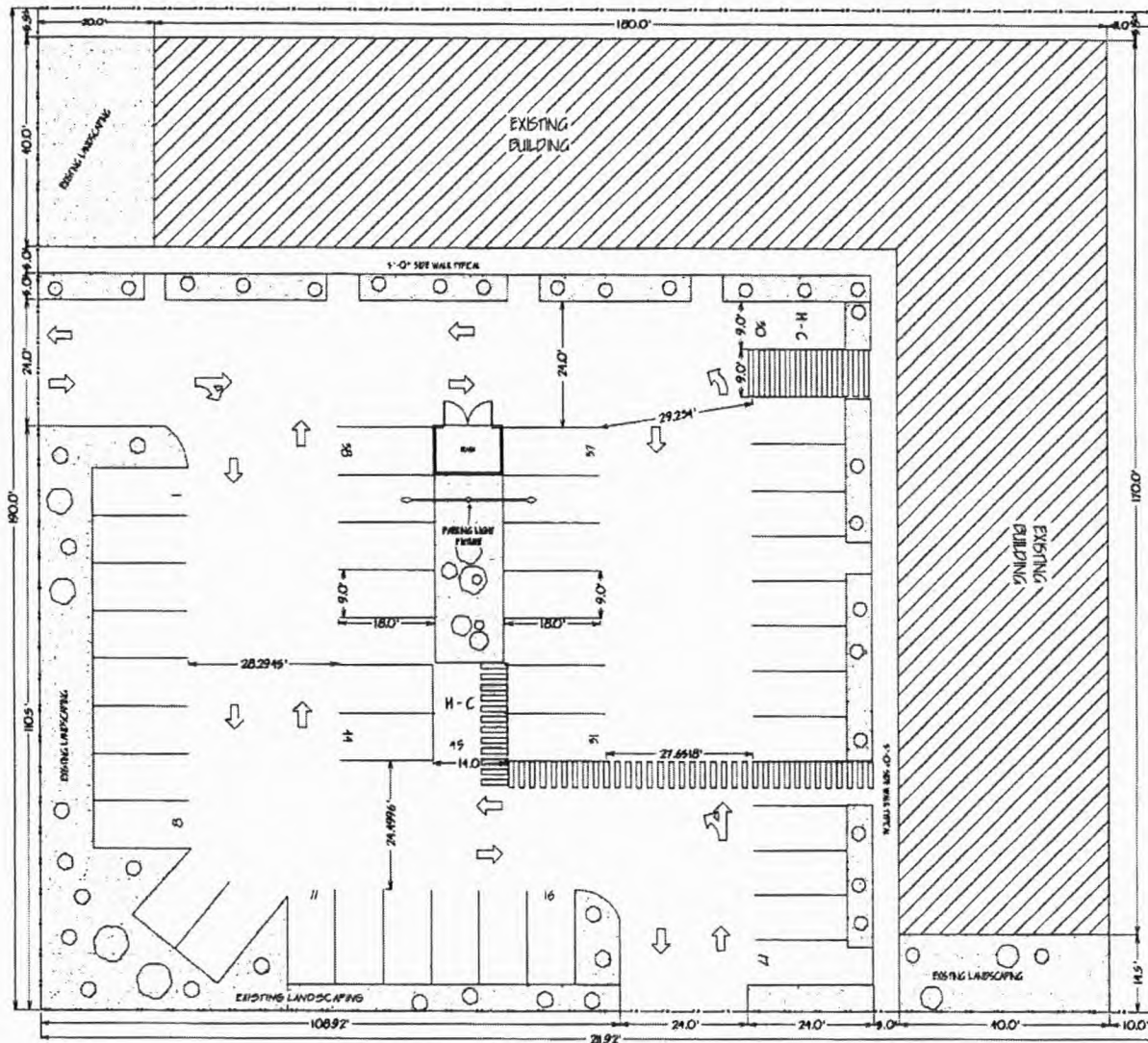
Subscribed and sworn before me

This 19th day of July, 2006

Explanatory Backing Sheet
Notary Public in and for said County and State



VALLEY VIEW BLVD S.



CAPELLA AVENUE

RQR-15420
09-06-06 CC

Aztec Mini Mart
3140 Valley View Blvd # 3.4.5 Las Vegas, Nevada 89104

SITE INFORMATION

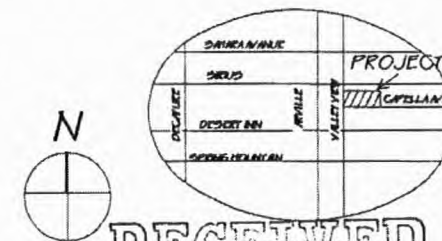
APN # 162-08-410-002
ZONING C-1
SITE AREA 0.924 ACRES
SITE AREA 40,249.44 SQ. FT.
SITE COVERAGE 30.81%

BUILDING INFORMATION

TOTAL BUILDING 12,400 sq. ft.
OCCUPANCY CLASSIFICATION M
TYPE OF CONSTRUCTION V-B
FIRE SPRINKLERS NO
BUILDING HEIGHT 18'-0"
BUILDING ALLOWABLE 30'-0"
PROPOSED TENANT AREA 2,400 sq. ft.
ALLOWABLE AREA 9,000 SQ. FT.
OCCUPANT LOAD 80
EXITS PROVIDED 2
SET BACKS AS SHOWN
CODE IBC 2003

PARKING

STALL SIZE 9'-0" X 18'-0"
PARKING 45 PROVIDED



RECEIVED
VICINITY MAP
JUL 25 2006
February 2006

3-20-06
4-10-06

* SITE PLAN *
ATI AC CONSTRUCTION LTD

A-

Hand-drawn map of a commercial strip center. The map shows a top row of buildings and a bottom row of buildings, separated by a central parking area.

Top Row Buildings (from left to right):

- Hair Salon
- Sun Belt Loans
- Super Azteca Mini Mart
- Regos Tacos
- Tattoo Shop

Bottom Row Buildings (from left to right):

- Medical Supply
- Empty
- Empty
- Empty
- Water Store
- Subway Sandwich Shop

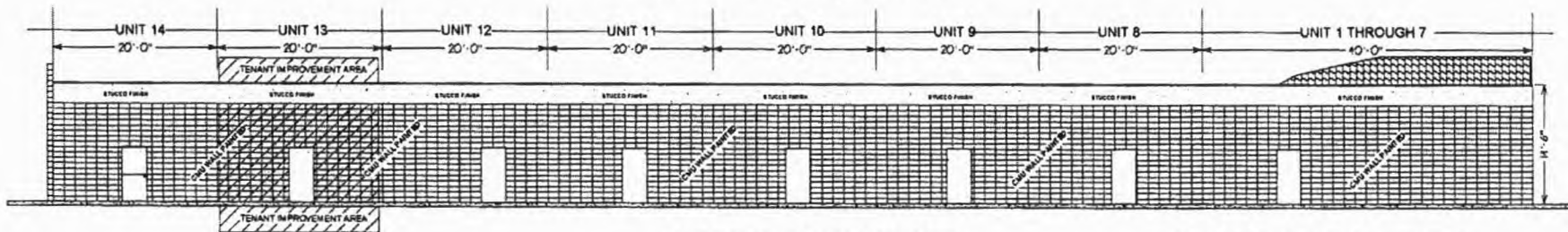
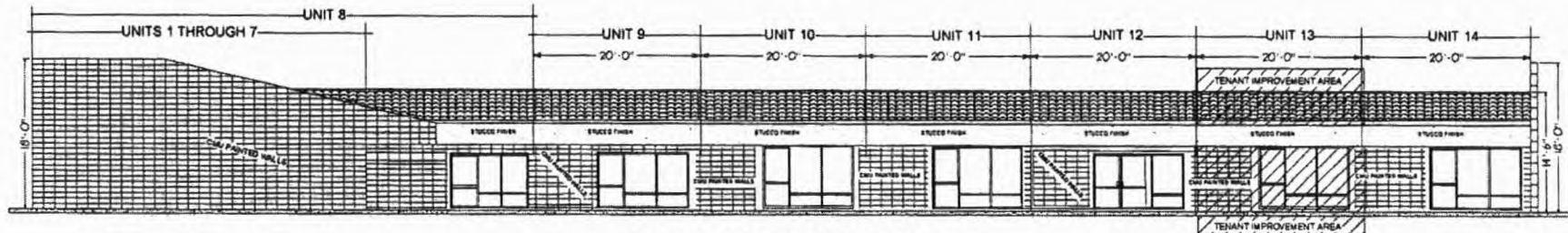
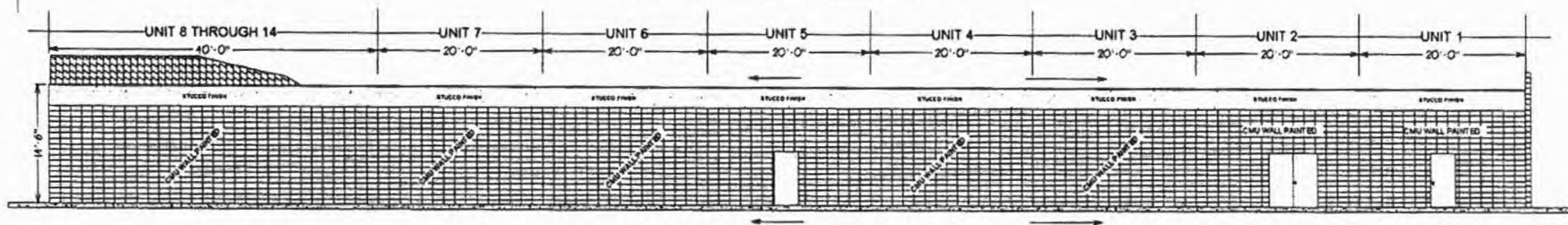
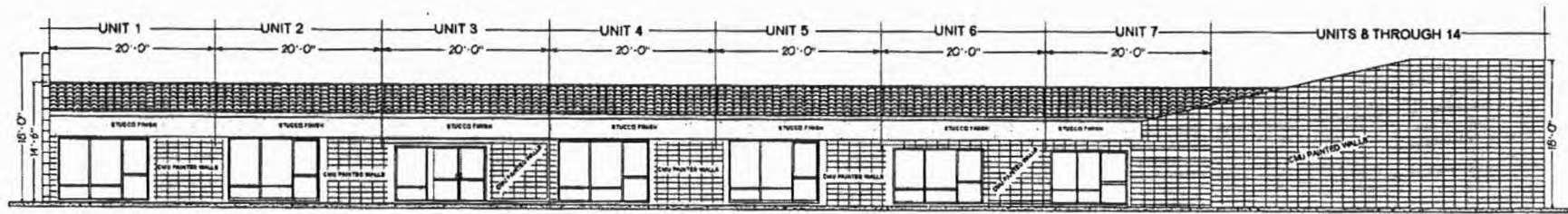
Central Parking Area:

- A central area labeled "Trash" is located between the top and bottom rows of buildings.
- Below the "Trash" area is a parking lot with a circled "2" indicating two spaces.
- On the far left, there is a large lot with diagonal lines, possibly a driveway or a large parking area.

[illegible]

JUL 25 2006

RQR-15420
09-06-06 CC



RQR-15420
09-06-06 CC

Aztec Mini Mart
3140 Valley View Blvd # 3.4.5 Las Vegas, Nevada 89104

RECEIVED
JUL 25 2006

February 2006

3-20-06
4-10-06

* ELEVATIONS *
ATI & C CONSTRUCTION LTD

A--



055895

October 3, 2005

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

LARRY BROWN
LAWRENCE WEEKLY
STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS

DOUGLAS A. SELBY
CITY MANAGER

Mr. Farid Mahbobian-Fard
3140 South Valley View, LLC
18048 Karen Drive
Encino, California 91316

RE: SUP-7359 - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF SEPTEMBER 7, 2005

Dear Mr. Mahbobian-Fard:

The City Council at a regular meeting held September 7, 2005 APPROVED the request for a Special Use Permit FOR A LIQUOR ESTABLISHMENT (BEER/WINE/COOLER, OFF-SALE) at 3140 South Valley View Boulevard, Suites #3, #4 and #5 (APN 162-08-410-010), C-1 (Limited Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on September 8, 2005. This approval is subject to:

Planning and Development

1. This Special Use Permit shall be reviewed in six months.
2. Conformance to all Minimum Requirements under Title 19.04.050 for a Liquor Establishment (On-Sale/Off-Sale/On-Off-Sale).
3. This Special Use Permit shall expire one year from the date of final approval, unless it is exercised or an Extension of Time is granted by the City of Las Vegas.
4. Approval of this Special Use Permit does not constitute approval of a liquor license.
5. Prior to approval of a liquor license, the current business licenses for the existing businesses located in Suites #3 and #4 must be surrendered.
6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.
7. All City Code requirements and design standards of all City departments must be satisfied.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108

www.lasvegasnevada.gov
18112-001-05-05
CLV 7009

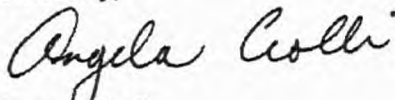
RQR-17420



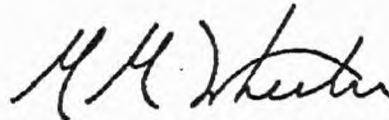
Mr. Farid Mahbobian-Fard
SUP-7359 – Page Two
October 3, 2005

8. No single bottle sales shall be allowed. All alcohol sales shall be in their original packages.

Sincerely,



Angela Crolli
Deputy City Clerk II for
Barbara Jo Ronemus, City Clerk



M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. Of Fire Services

Mr. Ramzi Suliman
4080 Paradise Road, Suite #4 and #5
Las Vegas, Nevada 89109

Mr. Dave Eder
NV Gaming Application Consultants
777 E. Quartz Avenue, PMB 7707
Sandy Valley, Nevada 89019

RQR-15420

Memorandum

City of Las Vegas Office of the City Attorney

To: Mayor Oscar B. Goodman

From: Bryan K. Scott
Assistant City Attorney 

CC: Bradford R. Jerbie
City Attorney

Date: December 4, 2006

Re: Request for Opinion on Abstentions for 12/6/06 City Council Meeting

This memorandum is written in response to your request for an opinion from the City Attorney's Office regarding whether you are required to abstain on Items 58 and 97 which are scheduled to be considered by the City Council at its December 6, 2006 meeting.

Items 58 and 97 (RQR-15420) are applications by Ramzi Suliman and 3140 Valley View LLC, for a six-month review of a Beer/Wine/Cooler Off-sale license and a required six-month review of an approved Special Use Permit that allowed a liquor establishment, respectively, at 3140 South Valley View Boulevard, Suites #3, #4 and #5.

It is my understanding, from speaking with his office, that Jay H. Brown, Esq. will represent the applicant, Ramzi Suliman, before the City Council. You have informed me that Mr. Brown is a partner with you in an active partnership known as VA Clinic Associates. The approval of the required review of this Special Use Permit may benefit Mr. Brown financially.

NRS 281.501(2) provides:

In addition to the requirements of the code of ethical standards, a public officer shall not vote upon or advocate the passage or failure of . . . a matter with respect to which the independence of judgment of a reasonable person in his situation would be materially affected by (b) His pecuniary interests; or (c) His commitment in a private capacity to the interests of others.

NRS 281.501(8) defines "commitment in a private capacity to the interests of others" as a commitment to a person: (d) with whom he has a substantial and continuing business relationship; or (e) any other commitment or relationship that is substantially similar to commitment or relationship described in this subsection.

In light of the above-referenced statute, it is the conclusion of the City Attorney's Office that you should disclose the factual circumstances surrounding your potential conflict on the record and abstain from the discussions and votes on the above-referenced items.

If any of the above-referenced items are abeyed, tabled or withdrawn during the December 6, 2006

Submitted at City Council
Date 12/6/06 Item 97

meeting, you may vote on the motion to abey, table or withdraw the item as abeyance, withdrawal or tabling motions are not substantive actions. If any of the above-referenced items come back to the City Council for rehearing, you will again need to disclose your conflict and abstain from voting. If Mr. Brown or his firm is not the representative of the applicants before the City Council, you may discuss and vote on the items.

If you have any additional questions regarding any of the above, please feel free to contact me at ext. 6621.

BKS:b

F:\Depot\OPINION MEMOS\Mayor memo.12.06.06.wpd

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

GENERAL PLAN AMENDMENT

GPA-16168 - PUBLIC HEARING - APPLICANT/OWNER: JOHN HERNANDEZ - Request to amend a portion of the Southeast Sector Plan of the Master Plan FROM: L (LOW DENSITY RESIDENTIAL) TO O (OFFICE) on 0.2 acres at 11 Prince Lane (APN: 140-31-812-020), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions (Not applicable) and Staff Report
3. Supporting Documentation
4. Justification Letter

Motion made by GARY REESE to Approve

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

Minutes:

MAYOR GOODMAN declared the Public Hearing open on Item GPA-16168], Item 99 [ZON-16169] and Item 100 [SDR-16174].

KRISTEN NEUMAN, Aptus Architecture, 1200 South Fourth Street, appeared together with the property owner, JOHN HERNANDEZ, 12 Vanden Court, and agreed with the conditions.

COUNCILMAN REESE questioned the reason for the General Plan Amendment (GPA) request. MS. NEUMAN replied that in order to rezone to PR (Professional), a GPA is required

CITY COUNCIL MEETING OF: DECEMBER 6, 2006

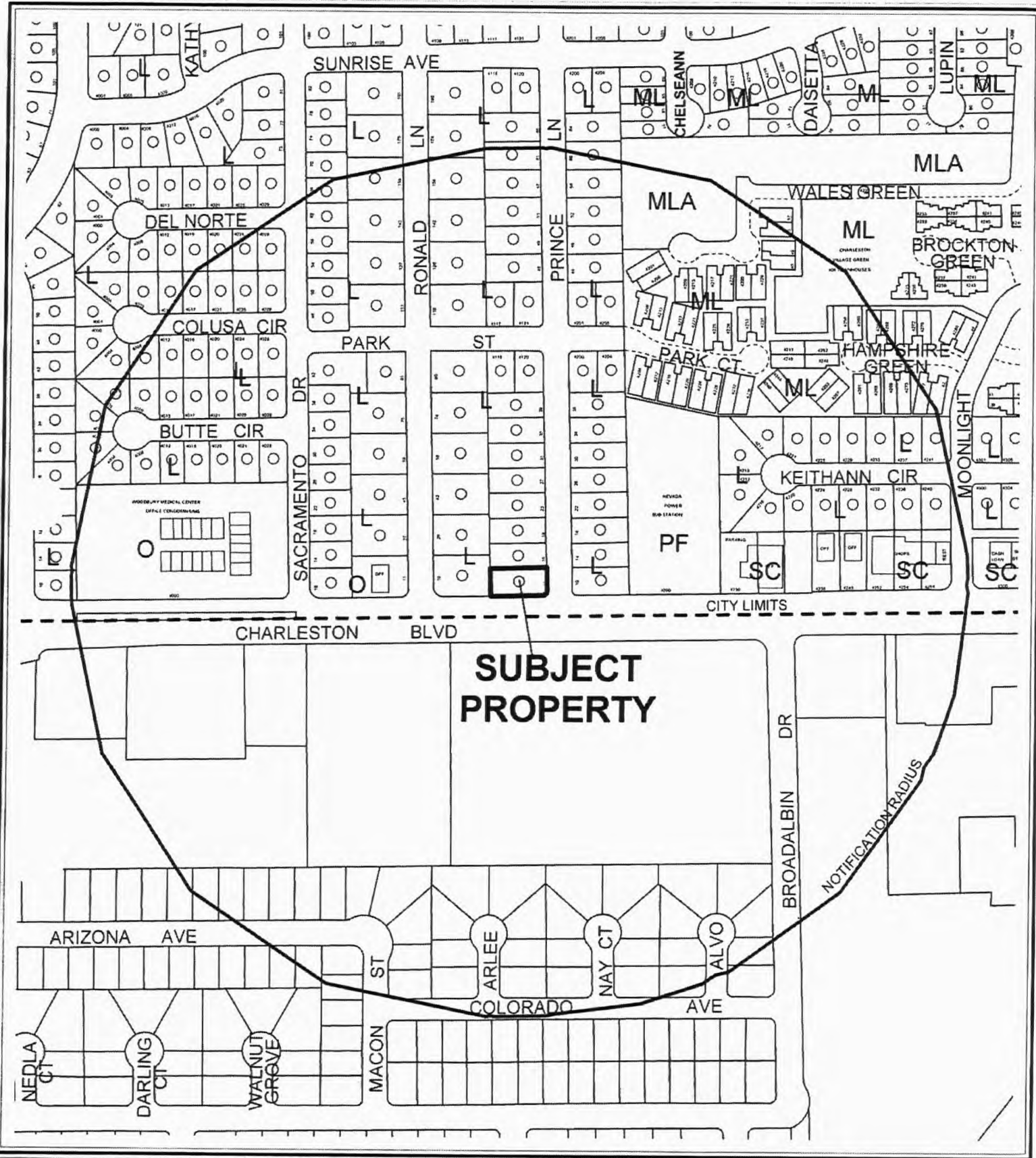
from the low density to Office. COUNCILMAN REESE indicated that the existing residential home has been facing Charleston Boulevard, which is a busy thoroughfare.

COUNCILMAN REESE verified with MS. NEUMAN that access would be provided off of Prince Lane and not Charleston Boulevard. MARGO WHEELER, Director of Planning and Development Department, recommended two additional conditions; one to address the landscaping requirements and the other the chain link fence.

MS. NEUMAN added that the front will be fully landscaped and around the perimeter of the building.

MAYOR GOODMAN declared the Public Hearing closed on Item GPA-16168], Item 99 [ZON-16169] and Item 100 [SDR-16174].





CASE: **GPA-16168**

RADIUS: 1000 FT

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

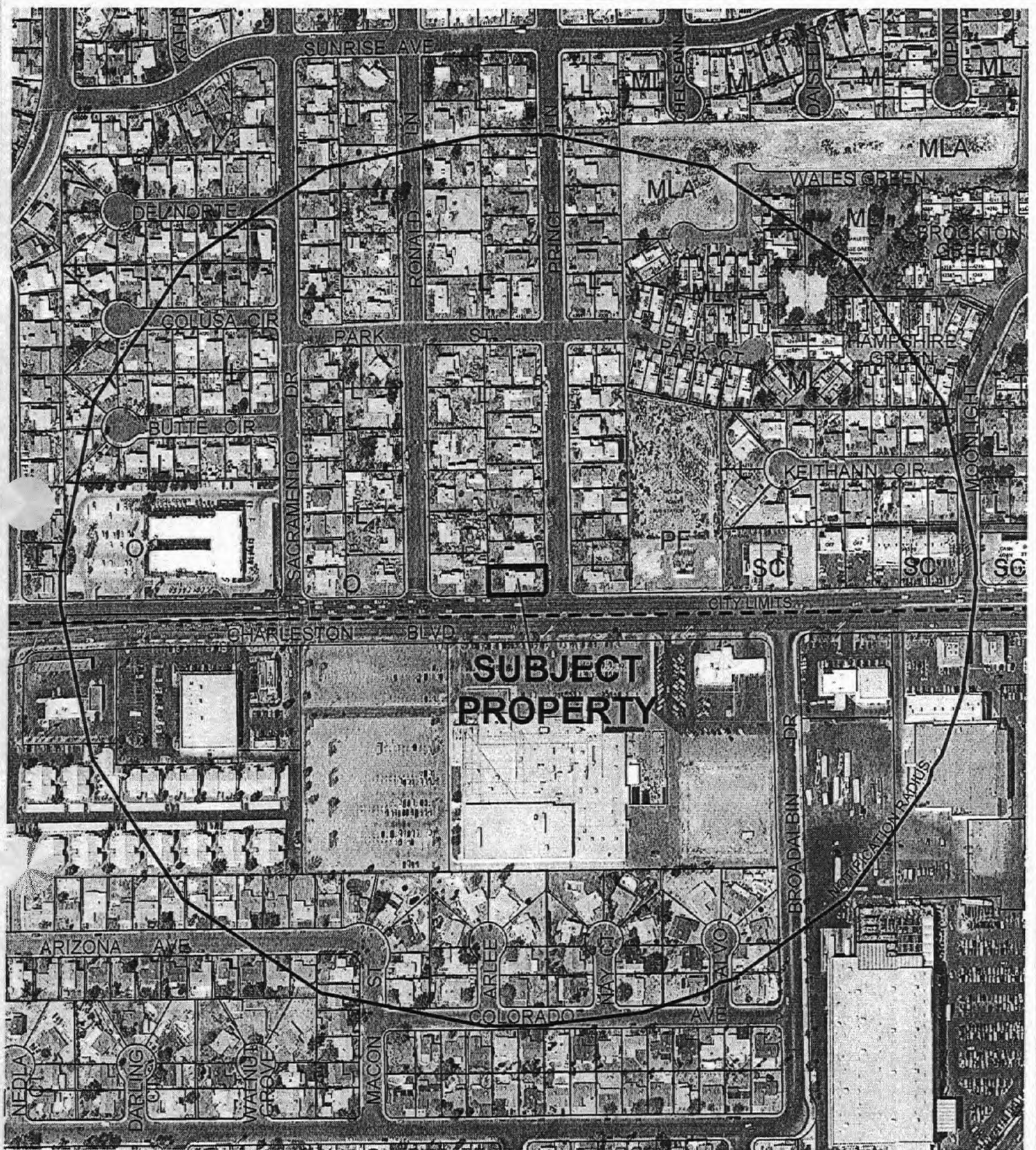
L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

O (OFFICE)

0 200 400 Feet





CASE: **GPA-16168**

RADIUS: 1000 FT

GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN DESIGNATION OF SUBJECT PROPERTY:

O (OFFICE)

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: GPA-16168 - APPLICANT/OWNER: JOHN HERNANDEZ

**** CONDITIONS ****

Staff recommends DENIAL. The Planning Commission (5/2/se/bg vote) recommends APPROVAL.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The purpose of this request is to amend a portion of the Southeast Sector Plan of the Master Plan from: L (Low Density Residential) to O (Office) on 0.2 acres at 11 Prince Lane (APN 140-31-812-020), Ward 3 (Reese).

BACKGROUND INFORMATION

<i>Pre-Application Meeting</i>	
08/02/2006	The applicant was informed that parking for this project is at a ratio of 1:300 sq. ft. The applicant was informed that access issues may exist and a signal impact fee would be required.
11/02/06	The Planning Commission recommended approval of companion item ZON-16169 and denial of SDR-16174 concurrently with this application. The Planning Commission voted 5-2/se/bg to recommend APPROVAL (PC Agenda Item #10/jk).
<i>Neighborhood Meeting</i>	
9/13/2006	At the meeting the residents in attendance had the following questions/comments: • Would like a block wall to be provided along the side and rear property lines (it was noted that a 6-foot high wall is required between residential and commercial properties, and the applicant will comply with the requirement). • There are concerns about homeless individuals occupying the property as the structure is currently vacant; however, they noted that having a commercial use in operation on the property will deter any homeless encampment. • The residents stated that they were in support of the conversion.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	.40
Net Acres	.20

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-family Residential	Low Density Residential	R-1 Single-family Residential
North	Single-family Residential	Low Density Residential	R-1 Single-family Residential
South	Strip Commercial	Clark County Commercial Low & Commercial General	C-1 & C-2
East	Single-family Residential	Low Density Residential	R-1 Single-family Residential
West	Single-family Residential	Low Density Residential	R-1 Single-family Residential

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts		X	
Trails		X	
Rural Preservation Overlay District		X	
Development Impact Notification Assessment		X	N
Project of Regional Significance		X	N

ANALYSIS

The plans show a 1,186 square-foot, single-family home on an 8,836 square-foot, R-1 zoned lot, located at the northwest corner of Charleston Boulevard and Prince Lane. This home was constructed in 1963 and from the photographs provided appears to be in minor disrepair. This residence is located in the 40-lot Treasure Park subdivision. An observation of aerial photographs to north and west, in the Park Ridge subdivision, are at least six lots with what appears to be significant numbers of derelict vehicles in each lot. Many of the lots in this area appear to have poorly maintained landscaping. There are five corner lots along the Charleston Boulevard frontage within this subdivision and the adjacent subdivision to the west. Of the five lots along Charleston Boulevard, one of those lots has filed for a re-zoning from R-1 to P-R. The parcel on which a re-zoning was filed is located on the northwest corner of Charleston Boulevard and Ronald Lane. The City Council approved a General Plan Amendment and a Re-zoning (GPA-39-98 and Z-68-98). Although the General Plan Amendment and Re-zoning were approved, a site inspection of this property indicates that the site is not being used as a business, nor have any of the improvements on the plans submitted for the aforementioned cases been completed. On the south side of Charleston Boulevard are C-1 and C-2 zoned strip shopping centers within the jurisdiction of Clark County.

Currently, this site has grass that is not in a living state and there are several large deciduous trees that will be removed and replaced with Mondel Pine Trees and Chilean Mesquite Trees. The grass areas will be xeriscaped with a combination of Desert Cassia, Mountain Marigold, Green Bush Daisy, and Trailing Lantana with decomposed granite ground cover to fill in the areas without vegetation. There is a waiver to provide zero feet of landscaping along Prince Lane due to the need for a handicapped drive aisle. The building is a ranch-style home with wooden panel siding that is painted in two tones in the range of cream to sand in color, with a green trim. The roof is low-pitched with asphalt shingles and roof-mounted mechanical equipment that is not screened. The applicant is providing a cyclone fence along the north property line rather than providing a zone boundary wall, which can be requested through a Site Development Plan Review pursuant to 19.08.050(E) (6) by showing convincing and substantial evidence that the exception or modification will not compromise the objective of the City in

safeguarding the interests of the citizens of the City. Photographs of the house show that the rain gutters are pulling away from the eaves on the north side of the house. There is an existing carport that will be removed; however, the existing garage door that faces Charleston Boulevard will remain as shown on the plans.

FINDINGS (GPA)

Section 19.18.030.I of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,
2. The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,
3. There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and
4. The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.

In regard to "1":

Staff believes that a residential office conversion at this location is inappropriate because the General Plan designates this property for residential land uses and access to this site will be gained via Prince Lane. Staff also believes that it may be more appropriate to have this parcel and the adjacent parcel to the west amended to permit commercial land uses so that the neighborhood to the north would not be impacted as severely and the site could have a common access point from a 100-foot arterial road (Charleston Boulevard).

In regard to "2":

The intensity of uses typically found in the P-R (Professional Office and Parking) zoning district is not compatible with the residential uses on Prince Lane. As explained above, staff believes that the adverse impacts to the adjacent residential uses could be mitigated if this site were to be redeveloped in conjunction with the property to the west, which would allow vehicular access to be taken from Charleston Boulevard rather than Prince Lane.

In regard to “3”:

The intensity of this request will not negatively impact traffic along Charleston Boulevard. The routing of commercial traffic onto a residential street for the proposed office as depicted on the companion Rezoning (ZON-16169) and Site Development Plan Review (SDR-16174) is not compatible with the residential neighborhood to the north. Additionally, the site is serviced by an overhead power line, which is no longer standard practice. Combining this site with the parcel to the west would provide enough land area to accommodate an integrated development with underground power lines

In regard to “4”:

The proposal is not consistent with standard practice of developing residential office conversions as an integrated development with adjacent parcels, which has happened on other 100-foot arterial streets.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

ASSEMBLY DISTRICT 12

SENATE DISTRICT 10

NOTICES MAILED 225 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

GPA-16168

Case Number: _____ APN: 140.31.812.020

Name of Property Owner: _____

Name of Applicant: John Hernandez

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

☐ Yes

☒ No

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

City Official: _____

Partner(s): _____

APN _____

Signature of Property Owner: [Signature]

Print Name: John Hernandez

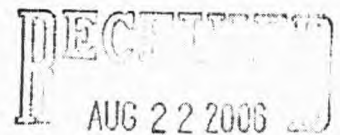
Subscribed and sworn before me

This 16th day of August, 2006

Lorna L. Hunt
Notary Public in and for said County and State

My Commission Expires

Revised 12-03-04 10/23/10



August 22, 2006

City of Las Vegas
Planning and Development Department
731 s. 4th Street.
Las Vegas, Nevada 89101

RE: **APN: 140-31-812-020**
 Subject: A. General Plan Amendment
 B. Zoning Change
 C. Site Development Review

Dear Sirs:

The intended use for the property at the northwest corner of Charleston and Prince is Office Space.

This property currently has a General Plan designation of "L" and a zoning designation of "R-1". We are requesting a general plan amendment to "O" and a zone change to "P-R" for this parcel. This project consists of an existing home that will be converted to an office, which is typical for properties along Charleston. We feel this general plan amendment and zone change would be of similar use to that which is currently in the area.

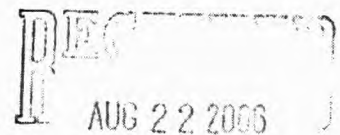
We intend to upgrade the existing structure by removing the carport and adding parking on the west side of the property. The structure is approximately 1,186 sf and is one story in height. Four parking spaces will be provided, one of which will be a van accessible space. We will also add landscaping along Charleston as required by Title 19. We are requesting a landscape waiver along the north, east and west property lines due to the site configuration and the location of the existing structure. This project will provide a place of business and opportunity for people to work closer to their own homes which would reduce the need for time consuming commutes.

Please consider this General Plan Amendment, rezoning and site development review request as a positive impact on the City of Las Vegas and the surrounding neighborhood.

Respectfully Submitted,



Kristen G. Neuman, AIA for John Hernandez
APTUS Architecture



GPA-16168 ZON-16169
SDR-16174 11/02/06 PC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

REZONING RELATED TO GPA-16168

ZON-16169 - PUBLIC HEARING - OWNER/APPLICANT: JOHN HERNANDEZ - Request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) TO: P-R (PROFESSIONAL OFFICE AND PARKING) on 0.2 acres at 11 Prince Lane (APN 140-31-812-020), Ward 3 (Reese). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter

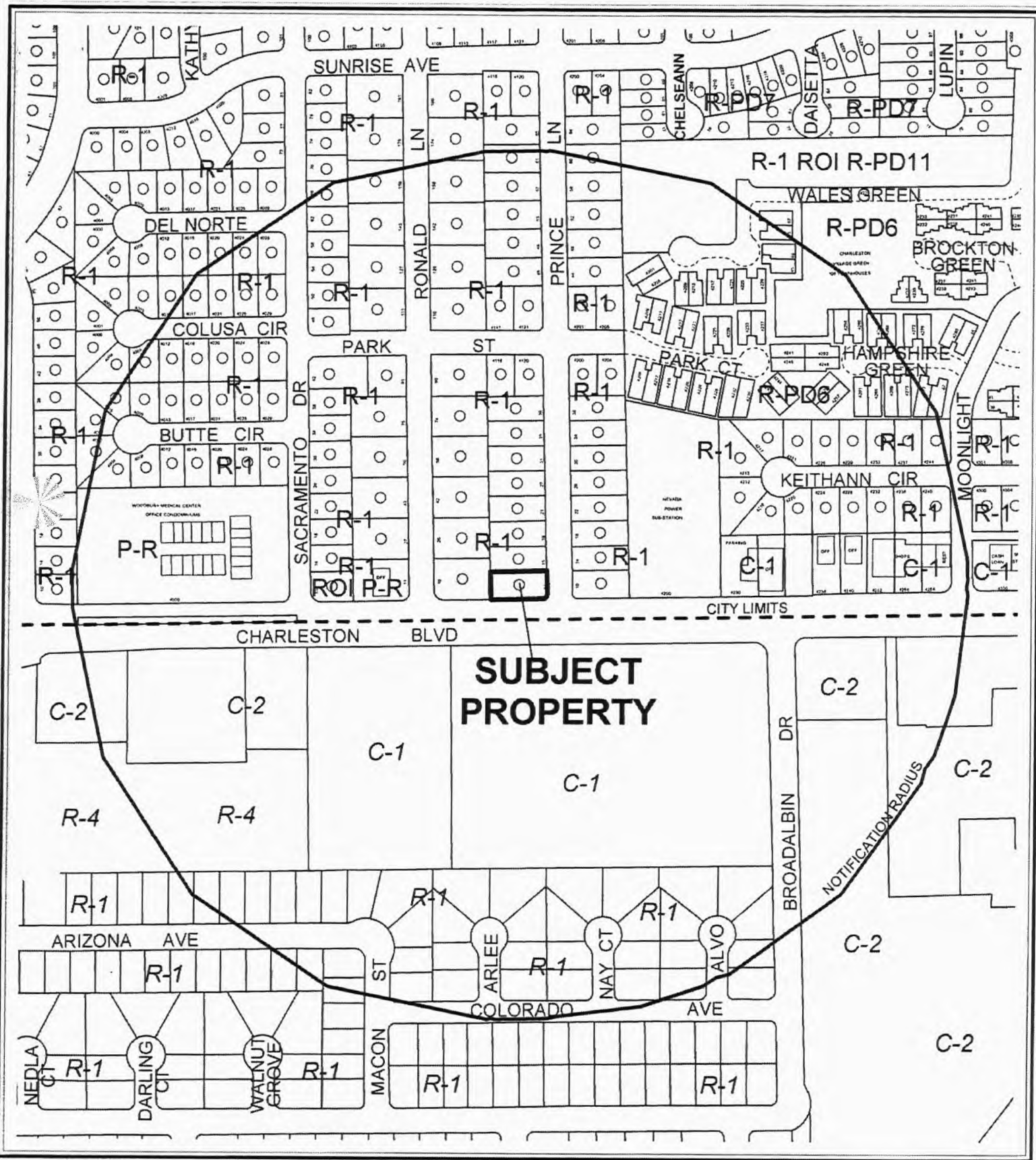
Motion made by GARY REESE to Approve subject to conditions

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

Minutes:

See Item 98 for related discussion.



CASE: ZON-16169

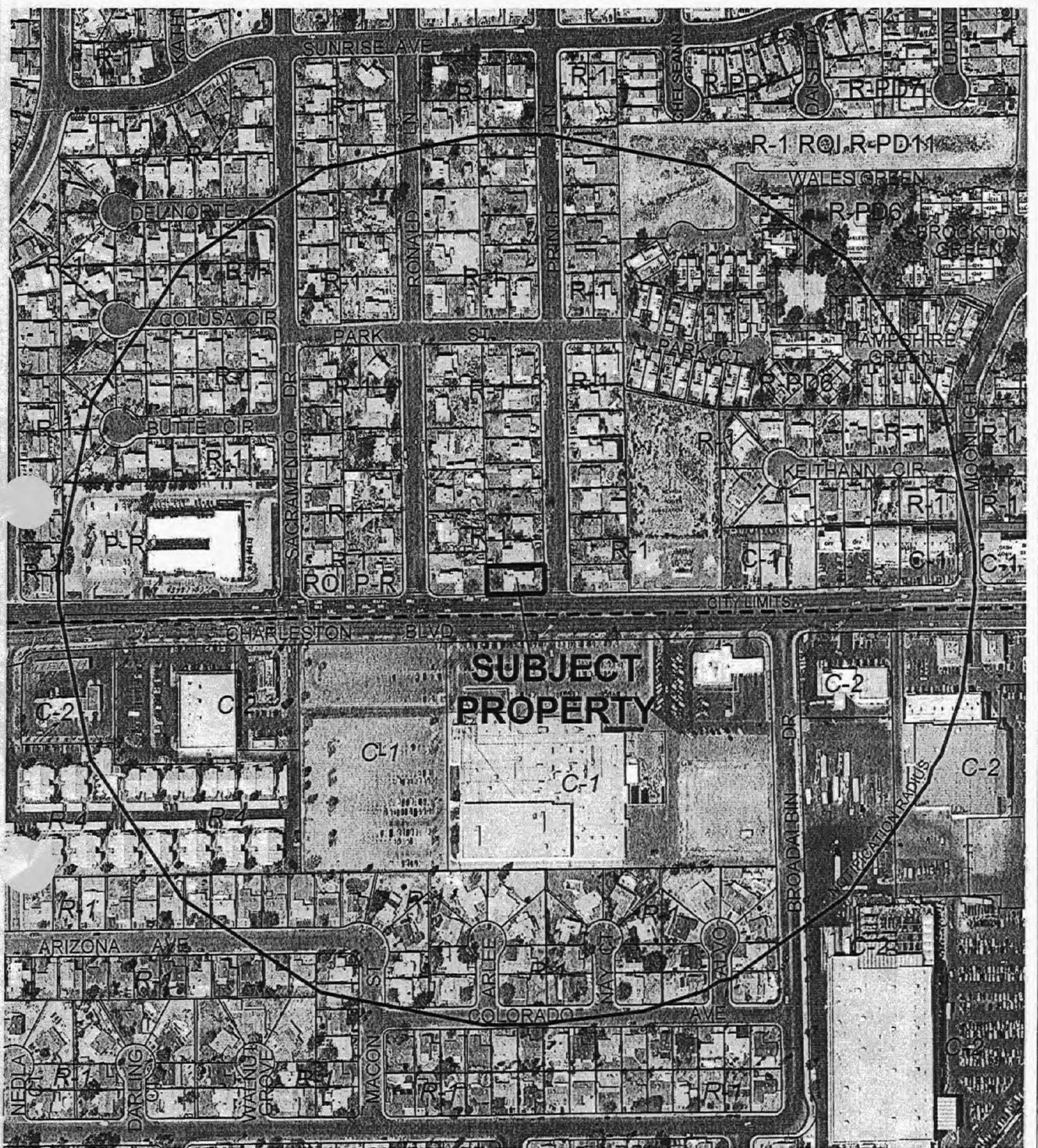
RADIUS: 1000 FT

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

PROPOSED ZONING OF SUBJECT PROPERTY:
P-R (PROFESSIONAL OFFICE AND PARKING)

0 200 400 Feet





CASE: ZON-16169

RADIUS: 1000 FT

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

PROPOSED ZONING OF SUBJECT PROPERTY:
P-R (PROFESSIONAL OFFICE AND PARKING)

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ZON-16169 - OWNER/APPLICANT: JOHN HERNANDEZ

**** CONDITIONS ****

Staff recommends DENIAL. The Planning Commission (5-2/se/bg vote) recommends APPROVAL, subject to:

Planning and Development

1. A General Plan Amendment (GPA-16168) to an O (Office) land use designation approved by the City Council.
2. A Resolution of Intent with a two-year time limit is hereby granted.
3. A Site Development Plan Review (SDR-16174) 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

4. 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.
5. Obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements in the Charleston Boulevard public right-of-way adjacent to this site.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The purpose for this request is to re-zone 0.2 acres from R-1 (Single Family Residential) to P-R (Professional Office and Parking) for the conversion of an existing 1,186 square-foot single-family home, constructed in 1963, to an office. This application is a companion item of SDR-16174 and GPA-16168. A waiver of the zone boundary wall requirement is necessary since the applicant is depicting an existing cyclone fence to be maintained around the property. The existing building also has a roof-mounted air conditioner and a television antenna on the roof.

BACKGROUND INFORMATION

<i>Pre-Application Meeting</i>	
08/02/2006	The applicant was informed that parking for this project is at a ratio of 1:300 sq. ft. The applicant was informed that access issues may exist and a signal impact fee would be required.
11/02/2006	The Planning Commission recommended approval of companion item GPA-16168 and denial of SDR-16174 concurrently with this application. The Planning Commission voted 5-2/se/bg to recommend APPROVAL (PC Agenda Item #11/jk).
<i>Neighborhood Meeting</i>	
9/13/2006	At the meeting the residents in attendance had the following questions/comments: • Would like a block wall to be provided along the side and rear property lines (it was noted that a 6-foot high wall is required between residential and commercial properties, and the applicant will comply with the requirement). • There are concerns about homeless individuals occupying the property as the structure is currently vacant; however, they noted that having a commercial use in operation on the property will deter any homeless encampment. • The residents stated that they were in support of the conversion.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	0.40
Net Acres	0.20

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-family Residential	Low Density Residential	R-1 (Single-family Residential)
North	Single-family Residential	Low Density Residential	R-1 (Single-family Residential)
South	Strip Commercial	Clark County Commercial Low & Commercial General	C-1 (Limited Commercial)& C-2 (General Commercial)
East	Single-family Residential	Low Density Residential	R-1 (Single-family Residential)
West	Single-family Residential	Low Density Residential	R-1 (Single-family Residential)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts		X	
Trails		X	
Rural Preservation Overlay District		X	
Development Impact Notification Assessment		X	N
Project of Regional Significance		X	N

DEVELOPMENT STANDARDS

Pursuant to 19.08.050:

<i>Standard</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
Min. Lot Size	N/A	8,835 Sq. Ft.	N/A
Min. Lot Width	60 Feet	71 Feet	Y
Min. Setbacks			
Front	26.5 Feet	20 Feet	Y
Side	13.3 Feet	5 Feet	
Corner	25.6 Feet	15 Feet	
Rear	48.1 Feet	15 Feet	
Min. Distance Between Buildings	N/A	N/A	N/A
Max. Lot Coverage	50%	13.4%	Y
Max. Building Height	2 Stories/ 35 Feet	1-story 15 Feet	Y
Trash Enclosure	50	N/A	N/A
Mech. Equipment	Screened	Exposed Roof-mounted	N

Pursuant to 19.08.060:

<i>Residential Adjacency Standards</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
3:1 proximity slope	10-Feet if Building is 1-Story/15 Feet High	1-Story/15 Feet	Y
Adjacent development matching setback			
Trash Enclosure	50 Feet	N/A	N/A

Pursuant to 19.12.040:

<i>Landscaping and Open Space Standards</i>				
<i>Standards</i>	<i>Required</i>		<i>Provided</i>	<i>Compliance</i>
	<i>Ratio</i>	<i>Trees</i>		
Parking Area	1 Tree/ 6 Spaces	1 Tree	2 Trees	Y
Buffer: Min. Trees	1 Tree/ 20 Linear Feet	8 Trees	6 Trees	N
TOTAL		9 Trees	8 Trees	Y
Min. Zone Width	15 Feet		22.7 Feet	Y
Wall Height	6 Feet		4-foot Cyclone Fence	N

Waivers		
Request	Requirement	Staff Recommendation
Perimeter Landscaping (Street)	15 Feet	Denial
Perimeter Landscaping (Zone Boundary)	8 Feet	Denial

ANALYSIS

The plans show a 1,186 square-foot single-family home on an 8,836 square-foot, R-1 (Single Family Residential) zoned lot, at the northwest corner of Charleston Boulevard and Prince Lane. This home was constructed in 1963 and from the photographs provided it appears to be in minor disrepair. This residence is located in the 40-lot Treasure Park subdivision. An observation of aerial photographs to the north and west, in the Park Ridge subdivision shows at least six lots with what appears to be a significant number of derelict vehicles in each lot. Many of the lots in this area appear to have poorly maintained landscaping. There are five corner lots along the Charleston Boulevard frontage within this subdivision and the adjacent subdivision to the west. Of the five lots along Charleston Boulevard, one of those lots has filed for a rezoning from R-1 (Single Family Residential) to P-R (Professional Offices and Parking). The parcel on which this was filed is located on the northwest corner of Charleston Boulevard and Ronald Lane. The City Council approved a General Plan Amendment and a Rezoning (GPA-39-98 and Z-68-98).

Although the General Plan Amendment and Re-zoning were approved, a site inspection of this property indicates that the site is not being used as a business, nor have any of the improvements on the plans submitted for the aforementioned cases been completed. On the south side of Charleston Boulevard are C-1 (Limited Commercial) and C-2 (General Commercial) zoned strip shopping centers within the jurisdiction of Clark County.

Currently, this site has grass that isn't in a living state and there are several large deciduous trees that will be removed and replaced with Mondel Pine Trees and Chilean Mesquite Trees. The grass areas will be xeriscaped with a combination of Desert Cassia, Mountain Marigold, Green Bush Daisy, and Trailing Lantana with decomposed granite ground cover to fill in the areas without vegetation. There is a waiver to provide zero feet of landscaping along Prince Lane due to the need for a handicapped drive aisle. Additionally, the applicant is seeking a waiver of the 8-foot landscape buffer along the north property line. The building is a ranch-style home with wooden panel siding that is painted in two tones in the range of cream to sand in color, with a green trim. The roof is low-pitched with asphalt shingles and roof-mounted mechanical equipment that is not screened. The applicant is providing a cyclone fence along the north property line rather than providing a zone boundary wall, which can be requested through a Site Development Plan Review pursuant to 19.08.050(E) (6) by showing convincing and substantial evidence that the exception or modification will not compromise the objective of the City in safeguarding the interests of the citizens of the City. Photographs of the house show that the rain gutters are pulling away from the eaves on the north side of the house. There is an existing carport that will be removed; however, the existing garage door that faces Charleston Boulevard will remain as shown on the plans. All access to this site will be gained via Prince Lane.

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 development will conform to the General Plan if a General Plan Amendment (GPA-16168), a companion item is approved.

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."

There are five lots with frontage along Charleston Boulevard in this subdivision and the adjacent subdivision to the west. Of the five lots, one was approved for a residential office conversion, but that property doesn't look like it has been redeveloped yet. The proposed development, while having frontage on Charleston Boulevard, will only have access from Prince Lane and the existing access on Charleston Boulevard will be eliminated, which will create a situation of funneling commercial traffic onto a residential street.

Additionally, the applicant is not proposing to install a zone boundary wall on the north property line. Moreover, no improvements to the property are being proposed beyond the landscape conversion in an effort to present an architecturally compatible commercial project with the existing commercial land uses on the south side of Charleston Boulevard.

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

Staff finds no compelling factors in this area to necessitate the rezoning of this property. Moreover, both the design of the project and access to the site are detracting characteristics for the conversion of this project to an office.

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."

While, Charleston Boulevard can provide adequate access to this site, the applicant is proposing to funnel traffic onto Prince Lane, a residential street, which is generally considered poor practice.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

ASSEMBLY DISTRICT 12

SENATE DISTRICT 10

NOTICES MAILED 225 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-16169** APN: 140-31-812-020
Name of Property Owner: _____
Name of Applicant: John Hernandez

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?

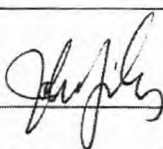
☐ Yes☒ No

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: John HERNANDEZ

Subscribed and sworn before me

This 16th day of August, 2006

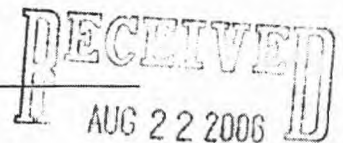
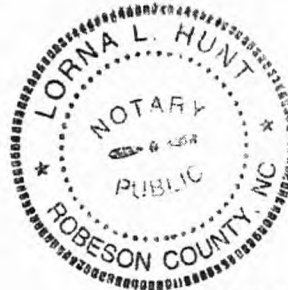
Lorna L. Hunt

Notary Public in and for said County and State

My commission Expires

Revised 12-03-04

10/23/10



August 22, 2006

City of Las Vegas
Planning and Development Department
731 s. 4th Street
Las Vegas, Nevada 89101

RE: APN: 140-31-812-020
Subject: A. General Plan Amendment
B. Zoning Change
C. Site Development Review

Dear Sirs:

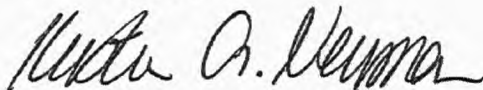
The intended use for the property at the northwest corner of Charleston and Prince is Office Space.

This property currently has a General Plan designation of "L" and a zoning designation of "R-1". We are requesting a general plan amendment to "O" and a zone change to "P-R" for this parcel. This project consists of an existing home that will be converted to an office, which is typical for properties along Charleston. We feel this general plan amendment and zone change would be of similar use to that which is currently in the area.

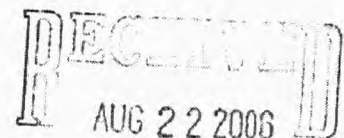
We intend to upgrade the existing structure by removing the carport and adding parking on the west side of the property. The structure is approximately 1,186 sf and is one story in height. Four parking spaces will be provided, one of which will be a van accessible space. We will also add landscaping along Charleston as required by Title 19. We are requesting a landscape waiver along the north, east and west property lines due to the site configuration and the location of the existing structure. This project will provide a place of business and opportunity for people to work closer to their own homes which would reduce the need for time consuming commutes.

Please consider this General Plan Amendment, rezoning and site development review request as a positive impact on the City of Las Vegas and the surrounding neighborhood.

Respectfully Submitted,



Kristen G. Neuman, AIA for John Hernandez
APTUS Architecture



GPA-16168 ZON-16169
SDR-16174 11/02/06 PC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-16168 AND ZON-16169

SDR-16174 - PUBLIC HEARING - OWNER/APPLICANT: JOHN HERNANDEZ - Request for a Site Development Plan Review FOR A PROPOSED CONVERSION OF AN EXISTING HOME TO A 1,186 SQUARE FOOT OFFICE BUILDING AND WAIVERS OF THE PERIMETER LANDSCAPING REQUIREMENTS on 0.2 acres at 11 Prince Lane (APN 140-31-812-020), R-1 (Single Family Residential) Proposed P-R (Professional Office and Parking), 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

Motion made by GARY REESE to Approve subject to conditions and adding the following conditions as read for the record as follows:

A. A waiver of the perimeter landscaping requirements is hereby approved to allow the following: zero trees where seven are required on the north; zero where four are required in the west; zero where four are required in the east; zero landscape buffer where 15 feet is required on the north west and east property lines.

B. The existing chain link fence shall be removed. Revised perimeter wall elevations shall be submitted and approved by the Planning and Development Department prior to submittal of civil improvements plan to reflect the addition of six-foot high decorative block walls on the north and west property lines.

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

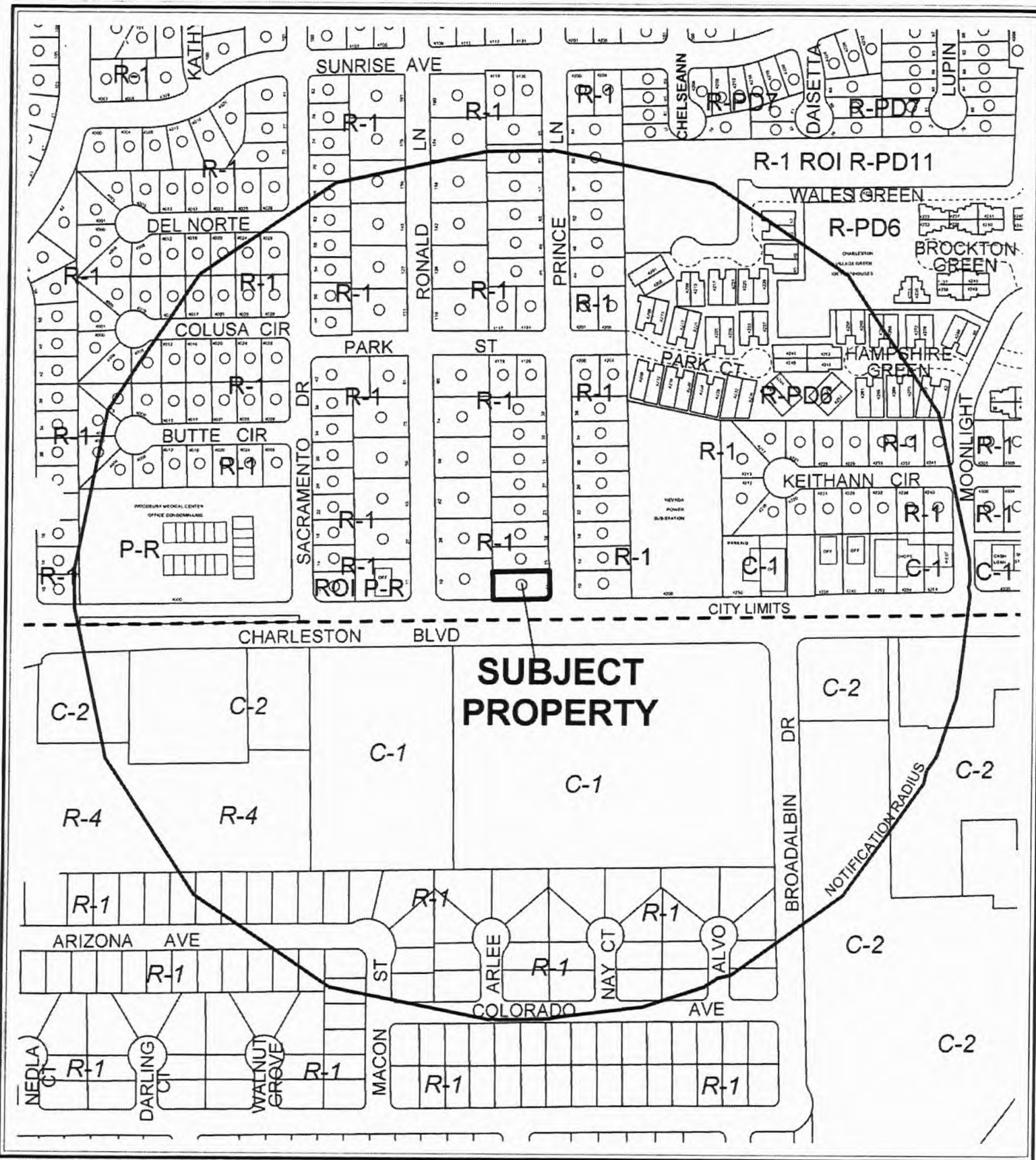
CITY COUNCIL MEETING OF: DECEMBER 6, 2006

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

Minutes:

See Item 98 for related discussion.





CASE: SDR-16174

RADIUS: 1000 FT

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

PROPOSED ZONING OF SUBJECT PROPERTY:
P-R (PROFESSIONAL OFFICE AND PARKING)

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: SDR-16174 - OWNER/APPLICANT: JOHN HERNANDEZ

**** CONDITIONS ****

The Planning Commission (4-3/se/bg/rt vote) and staff recommend DENIAL. If Approved, subject to:

Planning and Development

1. Conformance to the Conditions of Approval for General Plan Amendment (GPA-16168) and Rezoning (ZON-16169), if approved.
2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped August 22, 2006, except as amended by conditions herein.
4. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.
5. Pre-planting and post-planting landscape inspections are required to ensure the appropriate plant material, location, size of planters, and landscape plans are being utilized. The Planning and Development Department must be contacted to schedule an inspection prior to the start of the landscape installation and after the landscape installation is completed. A certificate of occupancy will not be issued or the final inspection will not be approved until the landscape inspections have been completed.
6. Revised elevations shall be submitted to and approved by the Planning and Development Department prior to the time application is made for a building permit to reflect the garage door to be removed and resurfaced and the entire building to be resurfaced in stucco.
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. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.
10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.
11. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped August 22, 2006 except as amended by conditions herein.

Public Works

12. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans or the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.
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. This site will be subject to the traffic signal impact fee as required by Ordinance No. 5644 at the time permits are issued.
15. The pan driveway on Prince Lane is acceptable.
16. Site development to comply with all applicable conditions of approval for Zoning Reclassification ZON-16169 and all other applicable site-related actions.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The purpose of this request is for a proposed conversion of an existing home to a 1,186 square-foot office building with landscape a waiver on 0.2 acres at 11 Prince Lane. This application is a companion item of ZON-16169 and GPA-16168. A waiver of the zone boundary wall requirement is necessary since the applicant is depicting an existing cyclone fence to be maintained around the property. The existing building also has a roof-mounted air conditioner and a television antenna on the roof.

BACKGROUND INFORMATION

<i>Pre-Application Meeting</i>	
08/02/2006	The applicant was informed that parking for this project is at a ratio of 1:300 sq. ft. The applicant was informed that access issues may exist and a signal impact fee would be required.
11/02/06	The Planning Commission recommended approval of companion items GPA-16168 and ZON-16169 concurrently with this application. The Planning Commission voted 4-3/se/bg/rt to recommend DENIAL (PC Agenda Item #12/jk).
<i>Neighborhood Meeting</i>	
9/13/2006	At the meeting the residents in attendance had the following questions/comments: • Would like a block wall to be provided along the side and rear property lines (it was noted that a 6-foot high wall is required between residential and commercial properties, and the applicant will comply with the requirement). • There are concerns about homeless individuals occupying the property as the structure is currently vacant; however, they noted that having a commercial use in operation on the property will deter any homeless encampment. • The residents stated that they were in support of the conversion.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	0.40
Net Acres	0.20

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single-family Residential	Low Density Residential	R-1 (Single-family Residential)
North	Single-family Residential	Low Density Residential	R-1 (Single-family Residential)
South	Strip Commercial	Clark County Commercial Low & Commercial General	C-1 (Limited Commercial) & C-2 (General Commercial)
East	Single-family Residential	Low Density Residential	R-1 (Single-family Residential)
West	Single-family Residential	Low Density Residential	R-1 (Single-family Residential)

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts		X	
Trails		X	
Rural Preservation Overlay District		X	
Development Impact Notification Assessment		X	N
Project of Regional Significance		X	N

DEVELOPMENT STANDARDS

Pursuant to 19.08.050:

<i>Standard</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
Min. Lot Size	N/A	8,835 Sq. Ft.	N/A
Min. Lot Width	60 Feet	71 Feet	Y
Min. Setbacks Front Side Corner Rear	26.5 Feet 13.3 Feet 25.6 Feet 48.1 Feet	20 Feet 5 Feet 15 Feet 15 Feet	Y
Min. Distance Between Buildings	N/A	N/A	N/A
Max. Lot Coverage	50%	13.4%	Y
Max. Building Height	2 Stories/ 35 Feet	1-story 15 Feet	Y
Trash Enclosure	50	N/A	N/A
Mech. Equipment	Screened	Exposed Roof-mounted	N

Pursuant to 19.08.060:

<i>Residential Adjacency Standards</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
3:1 proximity slope	10-Feet if Building is 1-Story/15 Feet High	1-Story/15 Feet	Y
Adjacent development matching setback			
Trash Enclosure	50 Feet	N/A	N/A

Pursuant to 19.12.040:

<i>Landscaping and Open Space Standards</i>				
<i>Standards</i>	<i>Required</i>		<i>Provided</i>	<i>Compliance</i>
	<i>Ratio</i>	<i>Trees</i>		
Parking Area	1 Tree/ 6 Spaces	1 Tree	2 Trees	Y
Buffer: Min. Trees	1 Tree/ 20 Linear Feet	8 Trees	6 Trees	N
TOTAL		9 Trees	8 Trees	N
Min. Zone Width	15 Feet		22.7 Feet	Y
Wall Height	6 Feet		4-foot Cyclone Fence	N

Waivers		
Request	Requirement	Staff Recommendation
Perimeter Landscaping (Street)	15 Feet	Denial
Perimeter Landscaping (Zone Boundary)	8 Feet	Denial

ANALYSIS

The plans show a 1,186 square-foot, single-family home on an 8,836 square-foot, R-1 (Single Family Residential) zoned lot, located at the northwest corner of Charleston Boulevard and Prince Lane. This home was constructed in 1963 and from the photographs provided appears to be in minor disrepair. This residence is located in the 40-lot Treasure Park subdivision. An observation of aerial photographs to the north and west, in the Park Ridge subdivision, shows at least six lots with what appears to be a significant number of derelict vehicles in each lot. Many of the lots in this area appear to have poorly maintained landscaping. There are five corner lots along the Charleston Boulevard frontage within this subdivision and the adjacent subdivision to the west. Of the five lots along Charleston Boulevard, one of those lots has filed for a rezoning from R-1 (Single Family Residential) to P-R (Professional Offices and Parking). The parcel on which the rezoning was filed is located on the northwest corner of Charleston Boulevard and Ronald Lane. The City Council approved a General Plan Amendment and a Rezoning (GPA-39-98 and Z-68-98). Although the General Plan Amendment and Rezoning were approved, a site inspection of this property indicates that the site is not being used as a business, nor have any of the improvements on the plans submitted for the aforementioned cases been completed. On the south side of Charleston Boulevard are C-1 (Limited Commercial) and C-2 (General Commercial) zoned strip shopping centers within the jurisdiction of Clark County.

Currently, this site has grass that isn't in a living state and there are several large deciduous trees that will be removed and replaced with Mondel Pine Trees and Chilean Mesquite Trees. The grass areas will be xeriscaped with a combination of Desert Cassia, Mountain Marigold, Green Bush Daisy, and Trailing Lantana with decomposed granite ground cover to fill in the areas without vegetation. There is a waiver to provide zero feet of landscaping along Prince Lane due to the need for a handicapped drive aisle. Additionally, the applicant is seeking a waiver of the 8-foot landscape buffer along the north property line. The building is a ranch-style home with wooden panel siding that is painted in two tones in the range of cream to sand in color, with a green trim. The roof is low-pitched with asphalt shingles and roof-mounted mechanical equipment that is not screened. The applicant is providing a cyclone fence along the north property line rather than providing a zone boundary wall, which can be requested through a Site Development Plan Review pursuant to 19.08.050(E) (6) by showing convincing and substantial evidence that the exception or modification will not compromise the objective of the City in safeguarding the interests of the citizens of the City. Photographs of the house show that the rain gutters are pulling away from the eaves on the north side of the house. There is an existing carport that will be removed; however, the existing garage door that faces Charleston Boulevard will remain as shown on the plans.

FINDINGS

The following findings must be made for an SDR:

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

The proposed development, while having frontage on Charleston Boulevard, will only have access from Prince Lane and the existing access on Charleston Boulevard will be eliminated, which will create a situation of funneling commercial traffic onto a residential street. Additionally, the applicant is not proposing to install a zone boundary wall on the north property line or screen the roof-mounted mechanical equipment, instead leaving the cyclone fence, and leaving the existing roof-mounted air conditioner or television antenna exposed. Moreover, no improvements to the property are being proposed beyond the landscape conversion in an effort to present an architecturally compatible commercial project with the existing commercial land uses on the south side of Charleston Boulevard.

- 2. The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

The proposed development is not consistent with the General Plan, as a General Plan Amendment is a companion item with this request. Additionally, a zone boundary wall is not proposed along the north property line and the applicant is proposing to maintain the existing garage door on the south side of the house when the garage will not be used as a garage.

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

The proposed access to the property will be along Prince Lane, which is a 60-foot residential street. Commercial access from a residential street is generally not considered good practice.

4. Building and landscape materials are appropriate for the area and for the City;

While the proposed landscaping is an improvement over the existing landscape conditions, the applicant's plans do not show any improvements to bring this building up to the level of the existing commercial land uses on the south side of Charleston Boulevard.

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 design characteristics of this building are unsightly, undesirable in appearance, not aesthetically pleasing, and are not harmonious with the commercial buildings in the area. The building is, however, consistent in appearance with the single-family residences to the north.

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

Staff finds that appropriate measures have not been taken to protect the public health, safety and general welfare of the area by not providing a zone boundary wall along the north property line and by funneling commercial traffic along a residential street.

PLANNING COMMISSION ACTION

Potential conditions of approval considered by the Planning Commission included adding a six foot block wall on the north and west property lines and delete condition #11 as repeated.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

ASSEMBLY DISTRICT 12

SENATE DISTRICT 10

NOTICES MAILED 225 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-16174** APN: 140.31.812.020
Name of Property Owner: _____
Name of Applicant: John Hernandez

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: JOHN HERNANDEZ

RECEIVED
AUG 22 2006

Subscribed and sworn before me

This 16th day of August, 2006

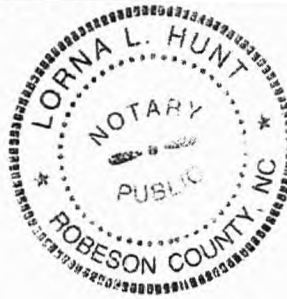
Lorna L. Hunt

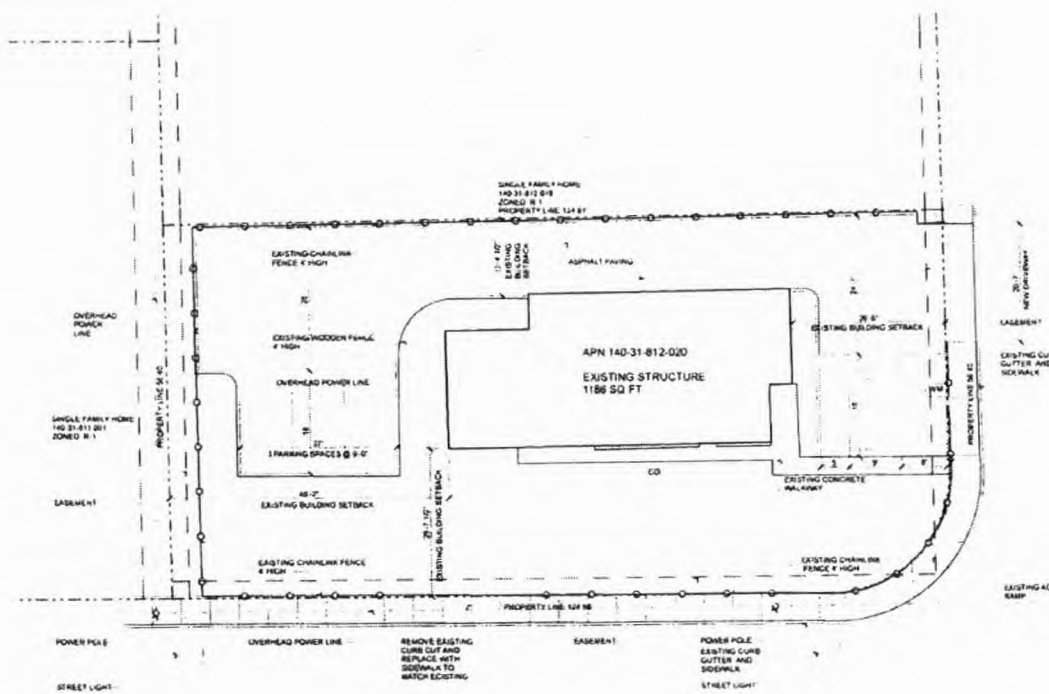
Notary Public in and for said County and State

My commission Expires

Revised 12-03-04

10/23/10

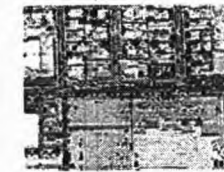




PRINCE
MARCH



Location Map



Vicinity Map



Site Zoning & Data

SITE DATA

PARCEL NUMBER	140-31-812-021	ENGINEER	
ADDRESS	CITY OF LAS VEGAS 8910		
EXISTING GENERAL PLAN	3' LOT		
PROPOSED GENERAL PLAN	10' OFFICE		
EXISTING ZONING	R-1		
PROPOSED ZONING	P-R		
SITE AREA	8,836 S.F.		
	7 ACRES		
SETBACKS - BUILDING			
FRONT	25'	PROVIDED	25'
REAR SIDE	5'	PROVIDED	13'-6"
REAR	13'	PROVIDED	13'-6"
SIDE	13'	PROVIDED	25'
MAX HEIGHT & STORES	15'-0" 1 STORY		
ACTUAL HEIGHT & STORES	15'-0" 1 STORY		
LOT COVERAGE ALLOWED	30%		
ACTUAL LOT COVERAGE	13.4%		
BUILDING AREA			
EXISTING OFFICE	1,186 S.F.		
TOTAL SF	1,186 S.F.		
PARKING AREA			
TOTAL PARKING REQUIRED	1,186 @ 1,200 = 4		
OFFICE	1,186 @ 1,200 = 4		
PARKING PROVIDED			
UNDEVELOPED PARKING REQUIRED			
TOTAL PARKING PROVIDED			
LANDSCAPE BUFFERS			
FRONT	13'-0"	PROVIDED	25'-0"
REAR SIDE	13'-0"	PROVIDED	13'-6"
REAR	13'-0"	PROVIDED	13'-6"
NORTH SIDE	13'-0"	PROVIDED	25'-0"

11 Prince Lane
Site Development Review
11 Prince Lane
Las Vegas, Nevada 89110

APTUS Architecture

1100 South Main Street
Suite 200
Las Vegas, Nevada 89104
P: 702.891.1111
info@aptusarchitecture.com
APTUS PROJECT NO. 06.094
ARCHITECT

ENGINEER

DATE

COURTESY 1100 @ 1100 ARCHITECTURE, LLC

City of Las Vegas 8910
NO. 06.094
DESIGN PROJECT DATE

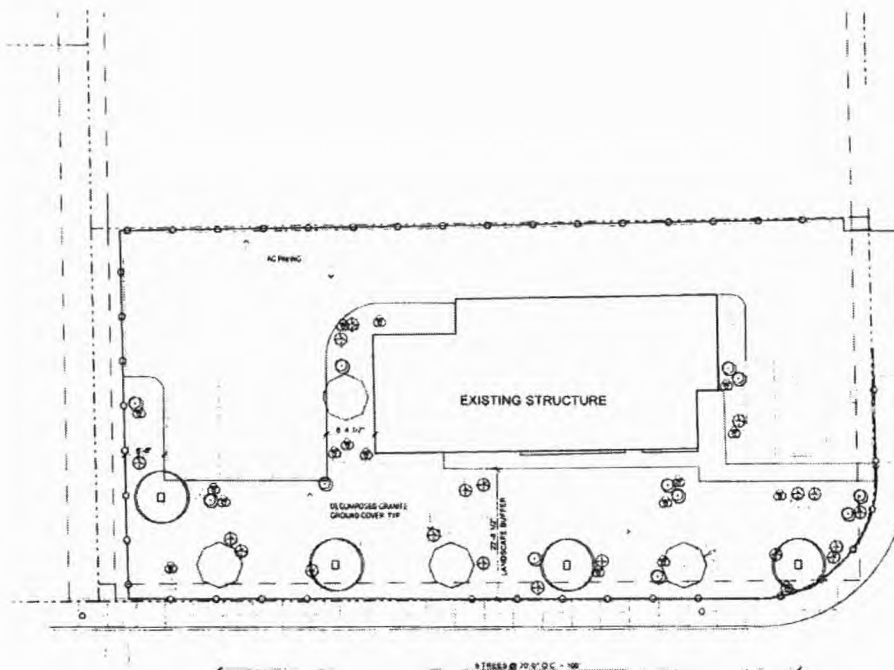
ISSUED
SITE PLAN AND
ZONING INFO.

AS100
11 Prince Lane

SITE PLAN

11/02/06 PC
GPA-16168 ZON-16169
SDR-16174

RECEIVED
AUG 22 2006



PRINCE
10' x 10'

SYMBOL	COMMON NAME	BOTANICAL NAME	IN-25	QTY
	WINDMILL PINE	pinus strobus	24' 50"	3
	LYLEAN MESQUITE	prosopis juliflora	24' 50"	3
	DE WITT CACTUS	cholla cholla	10' 50"	12
	MOUNTAIN MAHONIA	laurea laurifolia	1' 50"	48
	GREEN BUSH CACTUS	cholla cholla	1' 50"	48
	TRAILING LANTANA	lantana camara	1' 50"	12

11 Prince Lane
Site Development Review
11 Prince Lane
Las Vegas, Nevada 89110

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Las Vegas, Nevada 89104
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info@aptusarchitecture.com

APTUS PROJECT NO. 06.094
ARCHITECT

ENGINEER

PLANT

COMPLIANT 2006 © BY APTUS ARCHITECTURE

11/02/06

NO. DESCRIPTION DATE

ISSUED

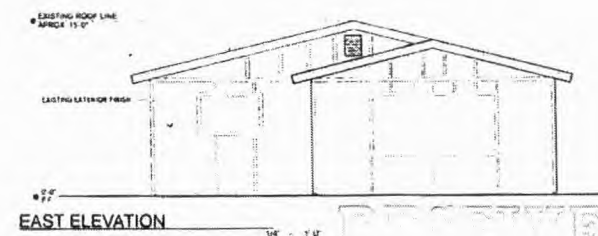
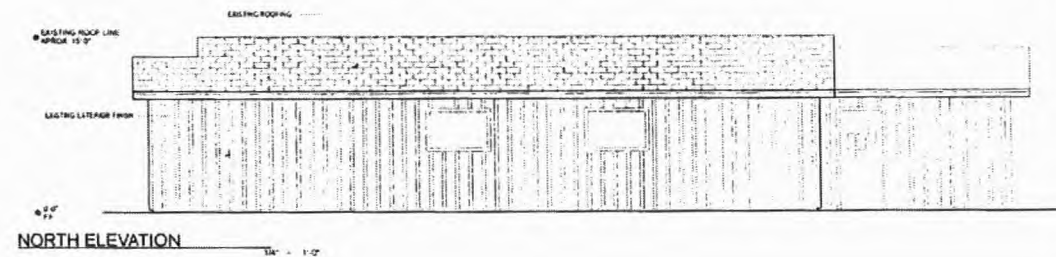
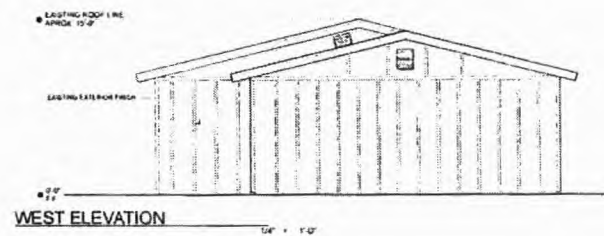
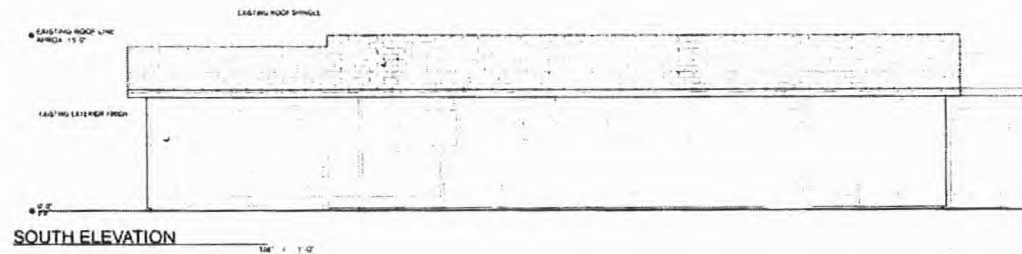
TITLE
LANDSCAPE PLAN

UNREVIEWED

L101
11 Prince Lane

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11/02/06 PC
GPA-16168 ZON-16169
SDR-16174



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11/02/06 PC
GPA-16168 ZON-16169
SDR-16174

11 Prince Lane
Site Development Review
11 Prince Lane
Las Vegas, Nevada 89110

APTUS Architecture

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F 702.899.1210
info@aptusarchitecture.com

APTUS PROJECT NO. 06.094
ARCHITECT

ENGINEER

NOTES

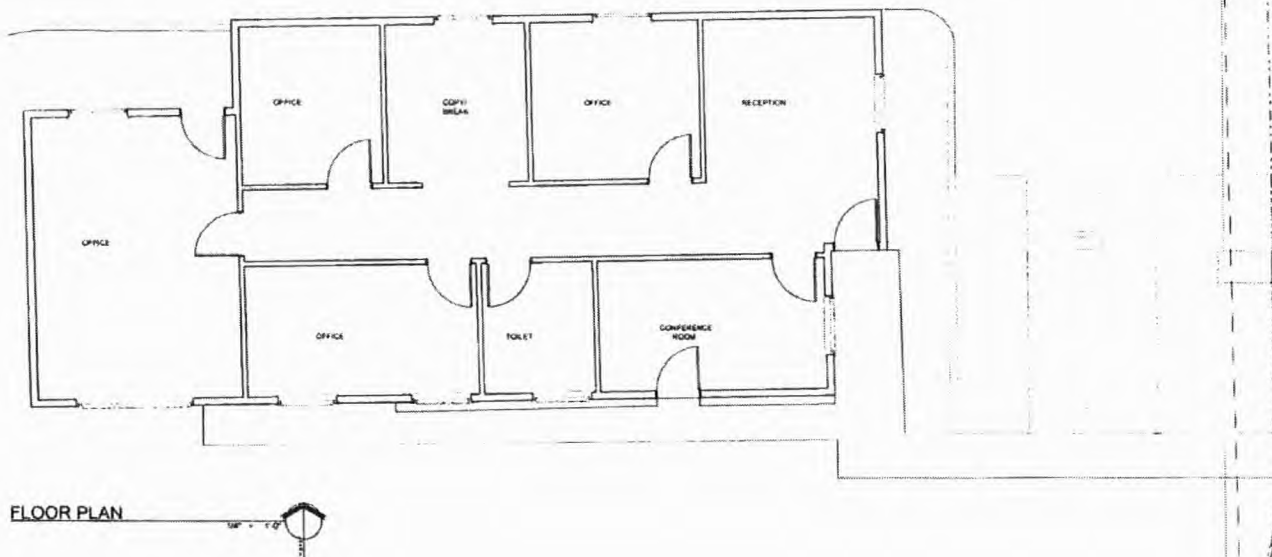
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City of Las Vegas
NDA, MAP AND SURVEY
NO. DISC R 1111111111

ISSUED

TITLE
BUILDING
ELEVATIONS

DRAWING NO.
A200
11 Prince Lane



FLOOR PLAN

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11/02/06 PC
GPA-16168 ZON-16169
SDR-16174

11 Prince Lane
 Site Development Review
11 Prince Lane
 Las Vegas, Nevada 89110

APTUS Architecture

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 info@aptusarchitecture.com

APTUS PROJECT NO. **06.094**
 ARCHITECT

ENGINEER

NOTES

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City of Las Vegas
 SDR-16174 Submittal

NO. DESCRIPTION DATE

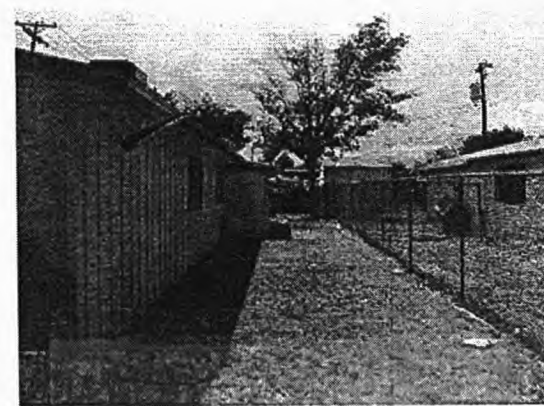
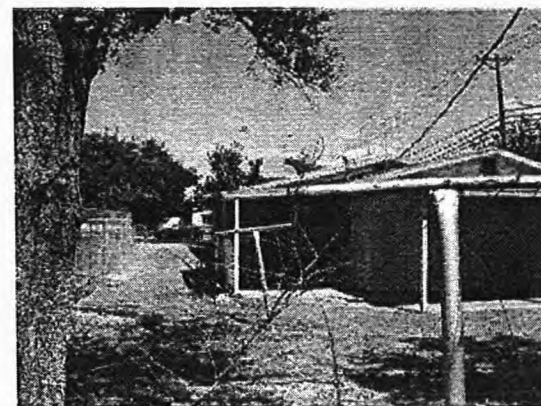
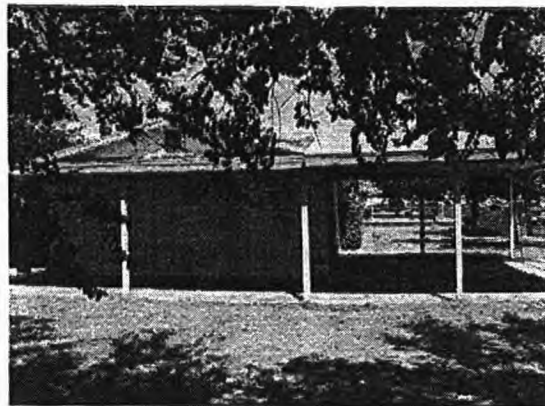
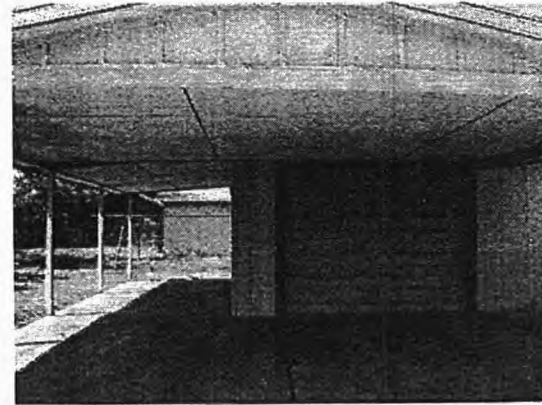
ISSUED

TITLE

FLOOR PLAN

DATE: 11/02/06

A100
 11 Prince Lane



RECEIVED
AUG 22 2006

11/02/06 PC
GPA-16168 ZON-16169
SDR-16174

11 Prince Lane
Site Development Review
11 Prince Lane
Las Vegas, Nevada 89110

APTUS Architecture

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Las Vegas, Nevada 89104
P 702.833.1200
F 702.833.1212
info@aptusarch.com aptusarch.com

APTUS PROJECT NO. 05.094

ARCHITECT

ENGINEER

NORTH

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1	11 Prince Lane	11/02/06
NO	SDR-16174 Submittal	
NO	DESIGNATION	DATE

ISSUED

TITLE
EXISTING
STRUCTURE
PHOTOS

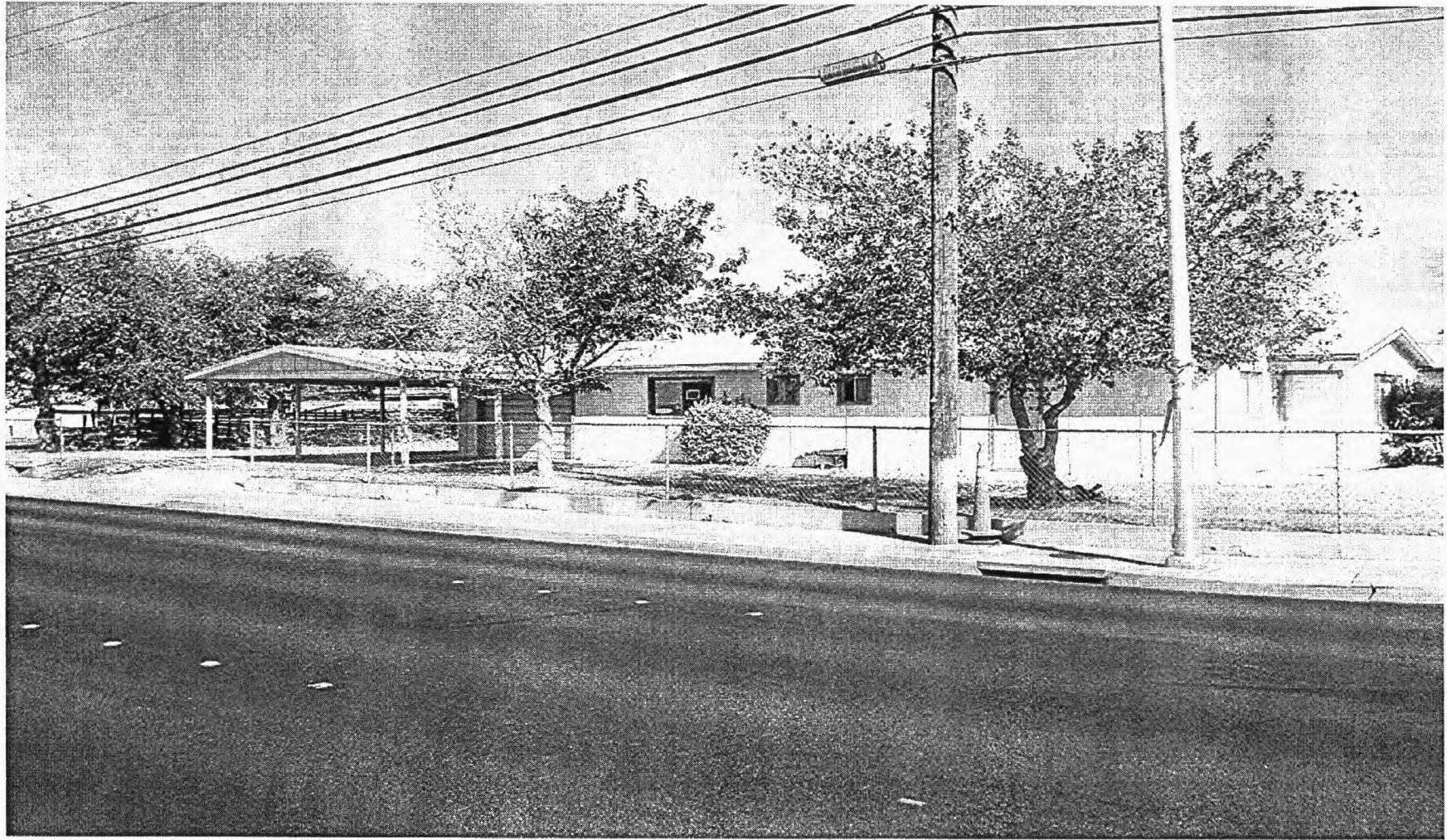
DATE

A201

11 Prince Lane

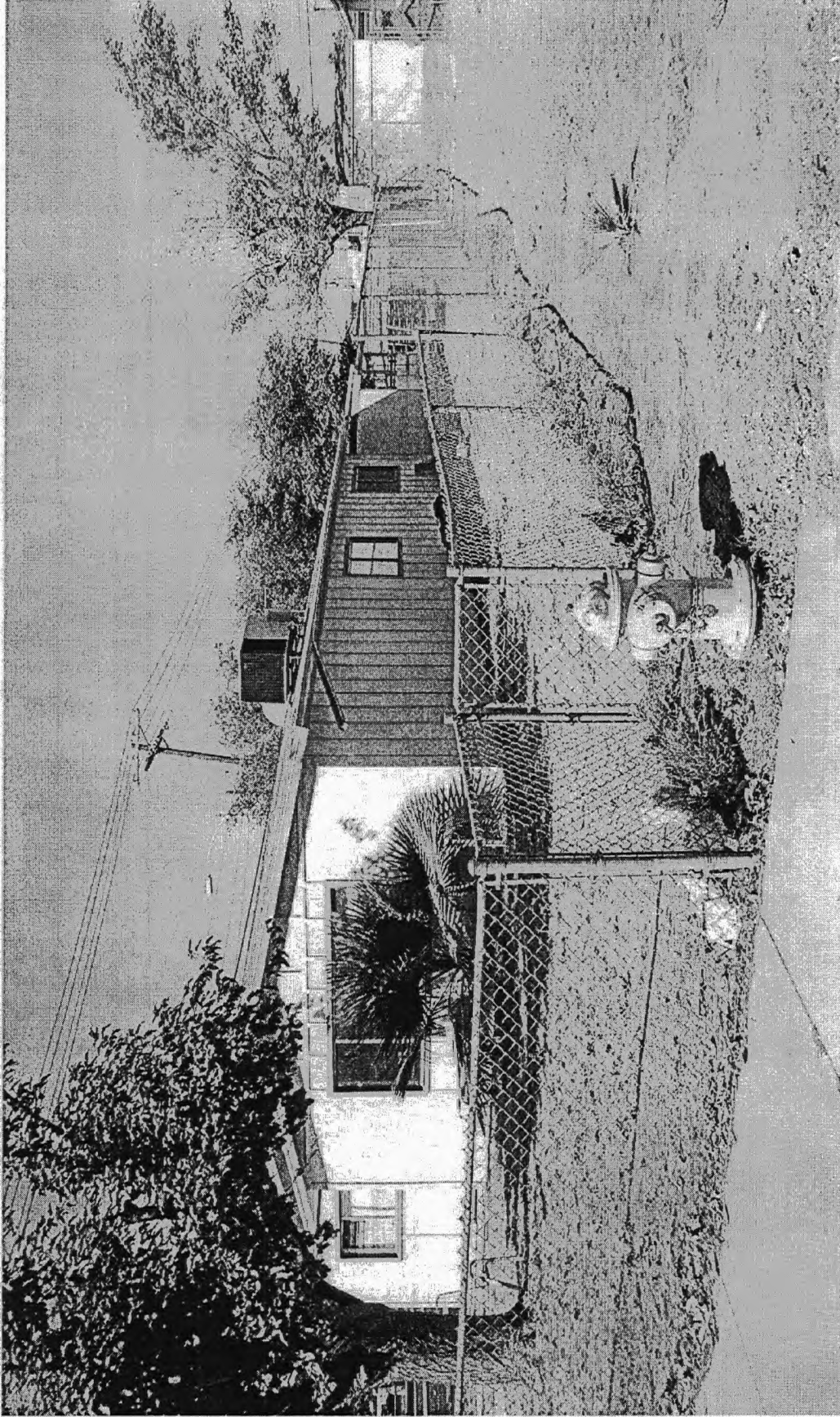
SDR 16174				
John Hernandez				
11 Prince Lane				
Proposed 1.186 thousand square foot office conversion.				
Traffic produced by proposed development:				
New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	1.186	11.01	13
AM Peak Hour			1.55	2
PM Peak Hour			1.49	2
<i>(heaviest 60 minutes)</i>				
Previous Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	1	9.57	10
AM Peak Hour			0.75	1
PM Peak Hour			1.01	1
<i>(heaviest 60 minutes)</i>				
Net Change	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	1.186		3
AM Peak Hour				1
PM Peak Hour				1
<i>(heaviest 60 minutes)</i>				
Existing traffic on all nearby streets: Counts not available for Prince Lane				
Charleston Boulevard				
Average Daily Traffic (ADT)	64,890			
PM Peak Hour	5191			
<i>(heaviest 60 minutes)</i>				
Sacramento Drive				
Average Daily Traffic (ADT)	2,599			
PM Peak Hour	208			
<i>(heaviest 60 minutes)</i>				
Lamb Boulevard				
Average Daily Traffic (ADT)	36,869			

PM Peak Hour	2949			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets:				
	Adjacent street ADT			
	Capacity			
Charleston Boulevard	51700			
Sacramento Drive	3000			
Lamb Boulevard	51700			
This project will add approximately 3 trips per day on Charleston, Sacramento and Lamb. This will increase expected volumes by less than 1 percent on these streets. Charleston is over capacity, Sacramento is at about 87 percent of capacity and Lamb is at about 71 percent of capacity. Counts are not available for Prince Lane, but it is believed to be under capacity.				
Based on Peak Hour use, this development will add roughly 1 additional cars into the area; which works out to about one every sixty minutes.				
Note that this report assumes all traffic from this development uses all named streets.				



GPA-16168, ZON-16169 & SDR-16174 - APPLICANT/OWNER: JOHN HERNANDEZ
11 PRINCE LANE
NOVEMBER 2, 2006 PLANNING COMMISSION

08/30/06



GPA-16168, ZON-16169 & SDR-16174 - APPLICANT/OWNER: JOHN HERNANDEZ
11 PRINCE LANE
NOVEMBER 2, 2006 PLANNING COMMISSION

08/30/06



GPA-16168, ZON-16169 & SDR-16174 - APPLICANT/OWNER: JOHN HERNANDEZ
11 PRINCE LANE
NOVEMBER 2, 2006 PLANNING COMMISSION

08/30/06

August 22, 2006

City of Las Vegas
Planning and Development Department
731 s. 4th Street.
Las Vegas, Nevada 89101

RE: APN: 140-31-812-020
Subject: A. General Plan Amendment
B. Zoning Change
C. Site Development Review

Dear Sirs:

The intended use for the property at the northwest corner of Charleston and Prince is Office Space.

This property currently has a General Plan designation of "L" and a zoning designation of "R-1". We are requesting a general plan amendment to "O" and a zone change to "P-R" for this parcel. This project consists of an existing home that will be converted to an office, which is typical for properties along Charleston. We feel this general plan amendment and zone change would be of similar use to that which is currently in the area.

We intend to upgrade the existing structure by removing the carport and adding parking on the west side of the property. The structure is approximately 1,186 sf and is one story in height. Four parking spaces will be provided, one of which will be a van accessible space. We will also add landscaping along Charleston as required by Title 19. We are requesting a landscape waiver along the north, east and west property lines due to the site configuration and the location of the existing structure. This project will provide a place of business and opportunity for people to work closer to their own homes which would reduce the need for time consuming commutes.

Please consider this General Plan Amendment, rezoning and site development review request as a positive impact on the City of Las Vegas and the surrounding neighborhood.

Respectfully Submitted,



Kristen G. Neuman, AIA for John Hernandez
APTUS Architecture

RECEIVED
AUG 22 2006

GPA-16168 ZON-16169
SDR-16174 11/02/06 PC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

GENERAL PLAN AMENDMENT

GPA-16538 - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request to Amend a portion of the Centennial Hills Sector Plan of the Master Plan FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: R (RURAL DENSITY RESIDENTIAL) on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), Ward 6 (Ross). NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. 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.

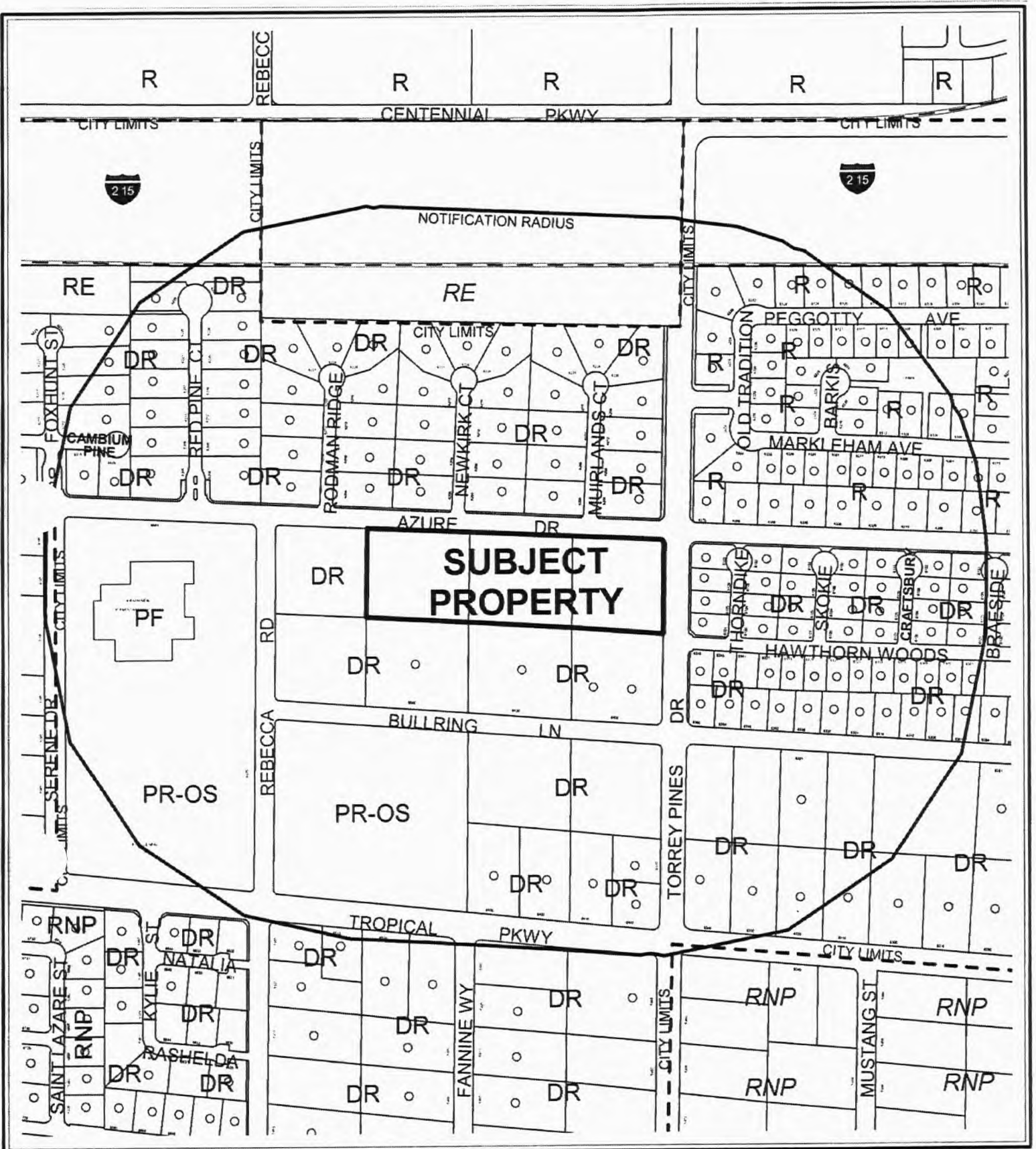
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions (Not Applicable) and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Abeyance request filed by Kummer Kaempfer Bonner Renshaw and Ferrario

Motion made by GARY REESE to Hold in Abeyance Item 87 [GPA-16201], Item 88 [ZON-16196], Item 89 [SUP-16198], Item 90 [SUP-16200] and Item 91 [SDR-16197], Item 92 [ZON-15031], Item 93 [SDR-15030], Item 101 [GPA-16538], Item 102 [ZON-16609], Item 103 [WVR-16610] and Item 104 [SDR-16611], Item 107 [VAR-14734], Item 108 [VAR-16769], Item 111 [SUP-17404], Item 112 [SUP-17405], Item 113 [SDR-16952] and Item 119 [ROC-17677] to 12/20/2006; Item 94 [VAR-16144], Item 95 [SUP-16143] and Item 109 [VAR-16505] to 01/03/2007; and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 96 [SUP-15347]

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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



CASE: **GPA-16538**

RADIUS: 1000 FT

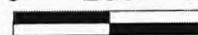
GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:

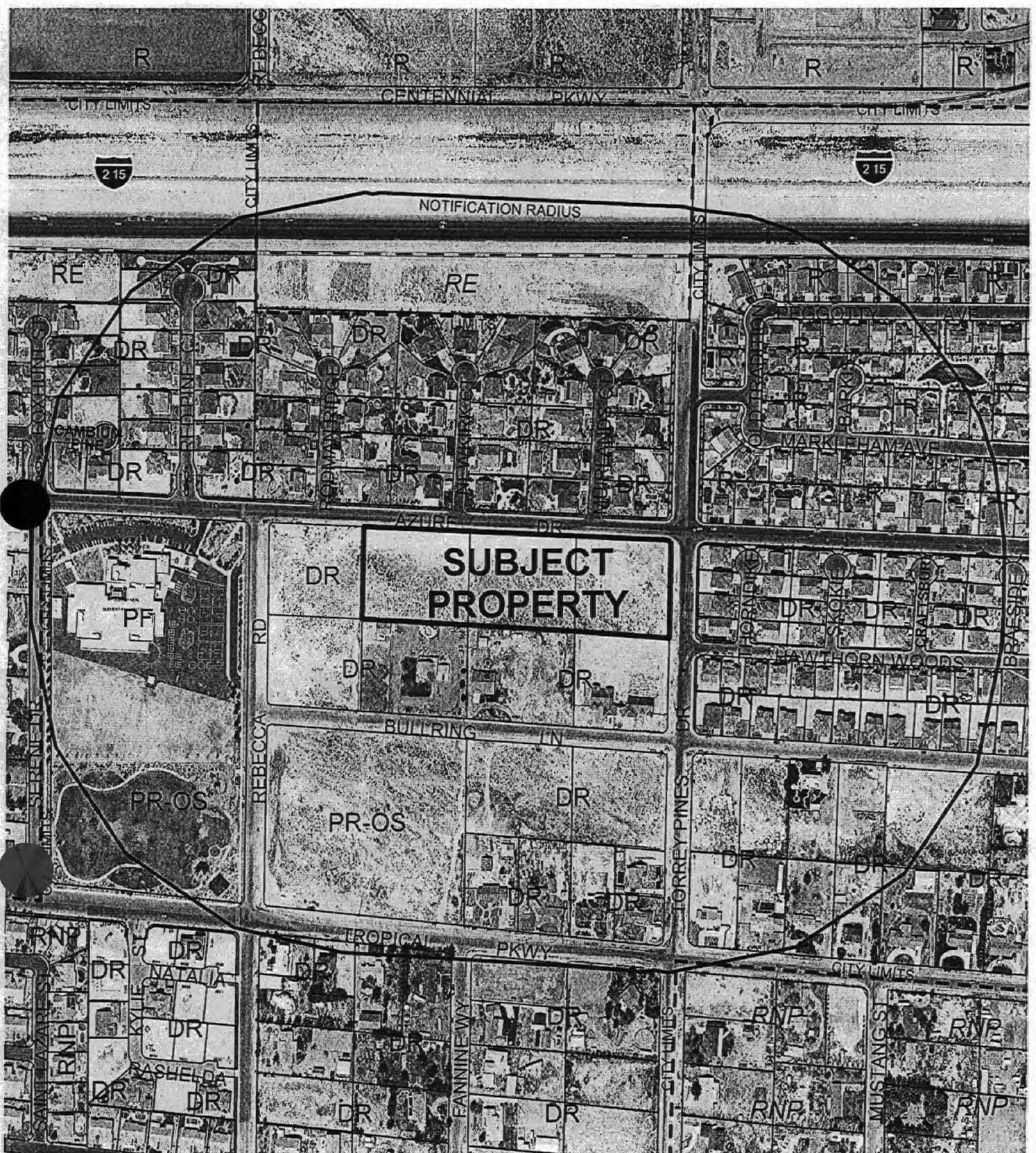
DR (DESERT RURAL DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:

R (RURAL DENSITY RESIDENTIAL)

0 200 400 Feet





CASE: **GPA-16538**

RADIUS: 1000 FT

GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:

DR (DESERT RURAL DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN LAND USE DESIGNATION OF SUBJECT PROPERTY:

R (RURAL DENSITY RESIDENTIAL)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

**ITEM DESCRIPTION: GPA-16538 - APPLICANT: NATIONAL HOMES
CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC**

**** CONDITIONS ****

The Planning Commission (6-1/se vote) and staff recommend APPROVAL.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan from DR (Desert Rural Density Residential) to R (Rural Density Residential) on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive.

The adjacent land use in this area is DR (Desert Rural Density Residential). The proposed R (Rural Density Residential) land-use category is a rural or semi-rural environment with a lifestyle much like that of DR (Desert Rural Density Residential) which allows for 3.59 units per acre. The site is within the 330-foot buffer area of the Rural Preservation Overlay District. Within these buffer areas, residential development density is limited to three dwelling units per acre. The density of the proposal is 2.99 units per acre; therefore, this proposal will be consistent with the surrounding land uses and zoning districts.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
02/04/04	City Council tabled a request for a Site Development Plan Review (SDR-3284) and a Variance (VAR-3360) to allow a 27-foot side yard setback where residential adjacency standards require a minimum setback of 78 feet for a proposed private school, primary on 2.10 acres adjacent to the south side of Azure Drive, approximately 285 feet west of Rebecca Road.
06/22/06	City Council tabled a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan from DR (Desert Rural Density Residential) to L (Low Density Residential), a Rezoning from R-E (Residence Estates) to R-1 (Single Family Residential), and a Special Use Permit for a private streets in conjunction with a proposed single-family residential development on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive.
10/19/06	The Planning Commission abeyed at the request of the applicant an application for a General Plan Amendment (GPA-16538), a Rezoning (ZON-16609), a Site Development Plan Review (SDR-16611), and a Waiver (WVR-16610) to the 11/02/06 Planning Commission meeting.
11/02/06	The Planning Commission recommended approval of companion items ZON-16609 and SDR-16610 and denial of WVR-16610 concurrently with this application. The Planning Commission voted 6-1/se to recommend APPROVAL (PC Agenda Item #21/jm).
<i>Related Building Permits/Business Licenses</i>	
	There are none pertaining to this site.

Pre-Application Meeting	
08/21/06	A pre-application meeting with the applicant was held and the following items were discussed. The applicant was given a variety of options regarding zoning possibilities for the site. Residential Planned Development open space requirements were discussed and the applicant was instructed that a Waiver of distance separation would be required. The applicant was then informed of the additional submittal requirements for the appropriate applications needed to develop the site.

Neighborhood Meeting	
09/25/06	A neighborhood meeting was held at 6:00 pm at the Lied Community School, 5340 West Tropical Parkway. Eleven citizens attended the meeting. The attendees were concerned about the 2-story height, traffic issues on Azure Drive and Torrey Pines Drive and the perimeter wall height being the same as surrounding properties. They preferred rural streetlight standards and lot sizes.

Details of Application Request	
Site Area	
Gross Acres	7.02
Net Acres	6.08

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Vacant	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family Residential	DR (Desert Rural Density Residential)	R-E (Residence Estates)
South	Single Family Residential	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single Family Residential	DR (Desert Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units Per Acre)
West	Vacant	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Special Districts/Zones	Yes	No	Compliance
Special Area Plan		X	Y
Special Purpose and Overlay Districts		X	Y
Trails		X	Y
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	Y
Project of Regional Significance		X	Y

DEVELOPMENT STANDARDS

<i>Standard</i>	<i>Provided</i>	<i>Compliance</i>
Minimum Lot Size	7,647 SF	Y
Setbacks • Front • Side • Corner • Rear	20 Feet 5 Feet 15 Feet 20 Feet	Y
Max. Building Height	30 Feet	Y

<i>Existing Zoning</i>	<i>Permitted Density</i>	<i>Proposed Zoning</i>	<i>Permitted Density</i>	<i>General Plan</i>	<i>Permitted Density</i>
R-E (Residence Estates)	2.18 du/ac for a total of 15.30 units	R-PD3 (Residential Planned Development – 3 Units Per Acre)	3.59 du/ac for a total of 25.20 units	R (Rural Density Residential)	3.59 du/ac a total of 25.20 units

<i>Landscaping and Open Space Standards</i>				
<i>Standards</i>	<i>Required</i>		<i>Provided</i>	<i>Compliance</i>
	<i>Ratio</i>	<i>Trees</i>		
Buffer: Min. Trees	1 Tree/20 Linear Feet	46 Trees	46 Trees	Y
TOTAL		46 Trees	46 Trees	Y
Min. Zone Width	6 Feet		6 Feet	Y
Wall Height	6 Feet		6 Feet	Y

<i>Open Space – R-PD only</i>							
<i>Total Acreage</i>	<i>Density</i>	<i>Required</i>			<i>Provided</i>		<i>Compliance</i>
		<i>Ratio</i>	<i>Percent</i>	<i>Area</i>	<i>Percent</i>	<i>Area</i>	
7.02	2.99	1.65	4.93	15,086	4.99	15,260	Y

ANALYSIS

The request is for a General Plan Amendment from DR (Desert Rural Density Residential) to R (Rural Density Residential). The proposed R (Rural Density Residential) land-use category is a rural or semi-rural environment with a lifestyle much like that of DR (Desert Rural Density Residential), which allows for 3.59 units per acre. The 7.02 gross acre site is currently undeveloped.

The adjacent land use in this area is DR (Desert Rural Density Residential). The proposed R (Rural Density Residential) land-use category is a rural or semi-rural environment with a lifestyle much like that of DR (Desert Rural Density Residential) which allows for 3.59 units per acre. The applicant is requesting a development that allows 2.99 units per acre.

The site is also within the 330-foot buffer area of the Rural Preservation Overlay District. Within these buffer areas, residential development density is limited to three dwelling units per acre, unless good cause is shown. The density of the proposal is 2.99 units per acre; therefore, this proposal will be consistent with the surrounding land uses and zoning districts.

This general plan amendment was submitted in conjunction with a proposed Rezoning (ZON-16609) to the R-PD3 (Residential Planned Development – 3 Units Per Acre) district, a WVR (WVR-16610) to allow approximately 173 feet between street intersections where 220 feet is the minimum distance separation required, and a Site Development Plan Review (SDR-16611).

FINDINGS

Section 19.18.030.I of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,
2. The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,
3. There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and
4. The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.

In regard to “1”:

The adjacent land use in this area is DR (Desert Rural Density Residential). The proposed R (Rural Density Residential) land-use category is a rural or semi-rural environment with a lifestyle much like that of DR (Desert Rural Density Residential) which allows for 3.59 units per acre. The applicant is requesting a development that allows 2.99 units per acre. Therefore, the density and intensity of the proposed General Plan Amendment are compatible with the existing land-use designations.

In regard to “2”:

The surrounding land uses are DR (Desert Rural Residential). The surrounding zoning is R-PD3 (Residential Planned Development – 3 Units Per Acre) and R-E (Residence Estates).

The site is also within the 330-foot buffer area of the Rural Preservation Overlay District. Within these buffer areas, residential development density is limited to three dwelling units per acre, unless good cause is shown. The density of the proposal is 2.99 units per acre; therefore, this proposal will be consistent with the surrounding land uses and zoning districts.

In regard to “3”:

The site is served by Torrey Pines Drive, a Secondary Collector 80 feet in width. Since the applicant is requesting a private drive with a cul-de-sac greater than 500 feet, the applicant has provided an emergency access to Azure Drive. The addition of twenty-one residential lots will not negatively affect this thoroughfare’s ability to handle traffic flow.

In regard to “4”:

There are no other adopted plans or policies that apply to this application.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

ASSEMBLY DISTRICT 13

SENATE DISTRICT 9

NOTICES MAILED 186 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-16538** APN: 125-26-203-002, 003, 004
Name of Property Owner: NEVADA MANAGEMENT Holding Co.
Name of Applicant: National Homes Co.

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: *Gina Mackay*

Print Name: GINA MACKAY

Subscribed and sworn before me

This 1st day of Sept, 2006
Rachelle A. Juarez
Notary Public in and for said County and State







TANEY ENGINEERING

4445 S. JONES #1

LAS VEGAS, NEVADA 89103

TELEPHONE: (702) 362-8844

FAX: (702) 362-5233

September 25, 2006

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

**Re: Justification Letter for General Plan Amendment, Site Development
Review, Zone Change to RPD-3, and Wavier of Title 18 for 7-acres at Azure
& Torrey Pines SWC**

To Whom It May Concern:

On behalf of our client, National Homes Corporation, we are proposing to change the General Plan Designation for 7.02 gross acres located at the southwest corner of Azure and Torrey Pines from Desert Rural to Rural. In recent years, many properties in the area have been built out as residential subdivisions; the ones adjacent to the east and northeast of the site were built out as R-PD3 subdivisions, similar to this requested application. The proposed amendment to the General Plan will allow a zoning classification (R-PD3) which imposes burdens similar to the burdens imposed by the classification currently provided for (R-E) under the General Plan. The proposed general plan change will allow for an additional 7 residential lots, which has a very small impact and burden on the existing infrastructure and public safety. The proposed R-PD3 residential subdivision is located on approximately 7.02 gross acres that are currently zoned R-E. The project site is bounded by Azure on the north, Torrey Pines on the east, existing residential homes on the south, and undeveloped R-E zoned property to the west. The proposed subdivision consists of 21 lots with a gross density of 2.99 dwelling units per acre. The residential subdivision is proposed to have the following setbacks:

Front – 20-ft from back of curb

Side – 5-ft

Corner – 15-ft

Rear – 20-ft (30-ft along south property line except cul-de-sac lots)

Patio Cover rear yard – 10-ft

Maximum Building Height is 35-ft

GPA-16538 WVR-16610

ZON-16609 SDR-16611

REVISED 11/02/06 PC

The proposed development will consist of homes ranging in size from 3000-sf to over 4000-sf size. Open space has been provided in accordance with city requirements in 3 centrally located areas. The subdivision consists of a cul-de-

sac with access from Torrey Pines right-of-way. The cul-de-sac is over the maximum length of 500-ft, and permission is being requested with the site plan review to allow this with a condition that emergency access be allowed to Azure in a manner that is suitable to the fire department. Perimeter landscaping will be provided abutting all public streets in conformance with City of Las Vegas Standards. A detached sidewalk is requested along Azure right-of-way, with a 6-ft landscape area located between the sidewalk and the back of curb, the sidewalk would abut the decorative perimeter wall. This is being done in an effort to increase the distance between pedestrians and traffic, this street serves as a main walking to the near by school and this was a concern of several neighbors at the previous meetings.

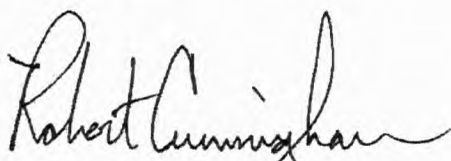
In addition, we are applying for a waiver of Title 18.12.160 which states that

"any intersection of any street that provides external access from a subdivision to any existing or planned street abutting the subdivision which has a right-of-way of sixty feet or more shall be offset from any other intersection by at least two hundred twenty feet, measured from centerline to centerline".

We are requesting to allow the intersection of a 51-ft gated private entry street and a 60-ft public street (Azure Drive) to be approximately 173.14-ft, as well as to allow the intersection of a 51-ft gated private entry street and an 40-ft private street (Hawthorne Woods Avenue) to be approximately 175.72-ft for a proposed 21-lot subdivision. Since the project site is located in a low density surrounding area with low traffic volumes, we believe that the 220-ft minimum intersection offset should not be warranted. In addition, the request in minimizing the intersection offset would be a deviation of approximately 21% from Title 18. Approval of this request will have no adverse impact on the surrounding community.

If you have any questions or need any additional information please do not hesitate to contact this office.

Sincerely,



Robert Cunningham, P.E.
Taney Engineering

**GPA-16538 WVR-16610
ZON-16609 SDR-16611
REVISED 11/02/06 PC**

**KUMMER KAEMPFFER BONNER
RENSHAW & FERRARIO****ATTORNEYS AT LAW**

LAS VEGAS OFFICE

STEPHANIE H. ALLEN

sallen@kkbrf.com

702.792-7000

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Tel: 775.852.3800
Fax: 775.852.3882**SUMMERLIN OFFICE**
3425 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89129
Tel: 702.893.4260
Fax: 702.939.8457**CARSON CITY OFFICE**
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.882.1311
Fax: 775.882.0257

November 16, 2006

VIA FACSIMILE

382-4803

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

Re: GPA-16538; SDR-16611; ZON-16609; WVR-16610
Azure/Torrey Pines

Dear Ms. Ronemus:

Our office represents the applicant in the above-referenced matters. We respectfully request these matters be continued from the presently scheduled City Council meeting of December 6, 2006 until December 20, 2006. The additional time is needed to revise our site plan.

Thank you for your consideration.

Sincerely,

KUMMER KAEMPFFER BONNER RENSCHAW & FERRARIO

Stephanie Allen

SHA/mlt

cc: Marsha Bean (via fax: 871-3307)
Doug Rankin (via fax: 385-7268)



AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

REZONING RELATED TO GPA-16538

ZON-16609 - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE) on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), Ward 6 (Ross). NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. 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.

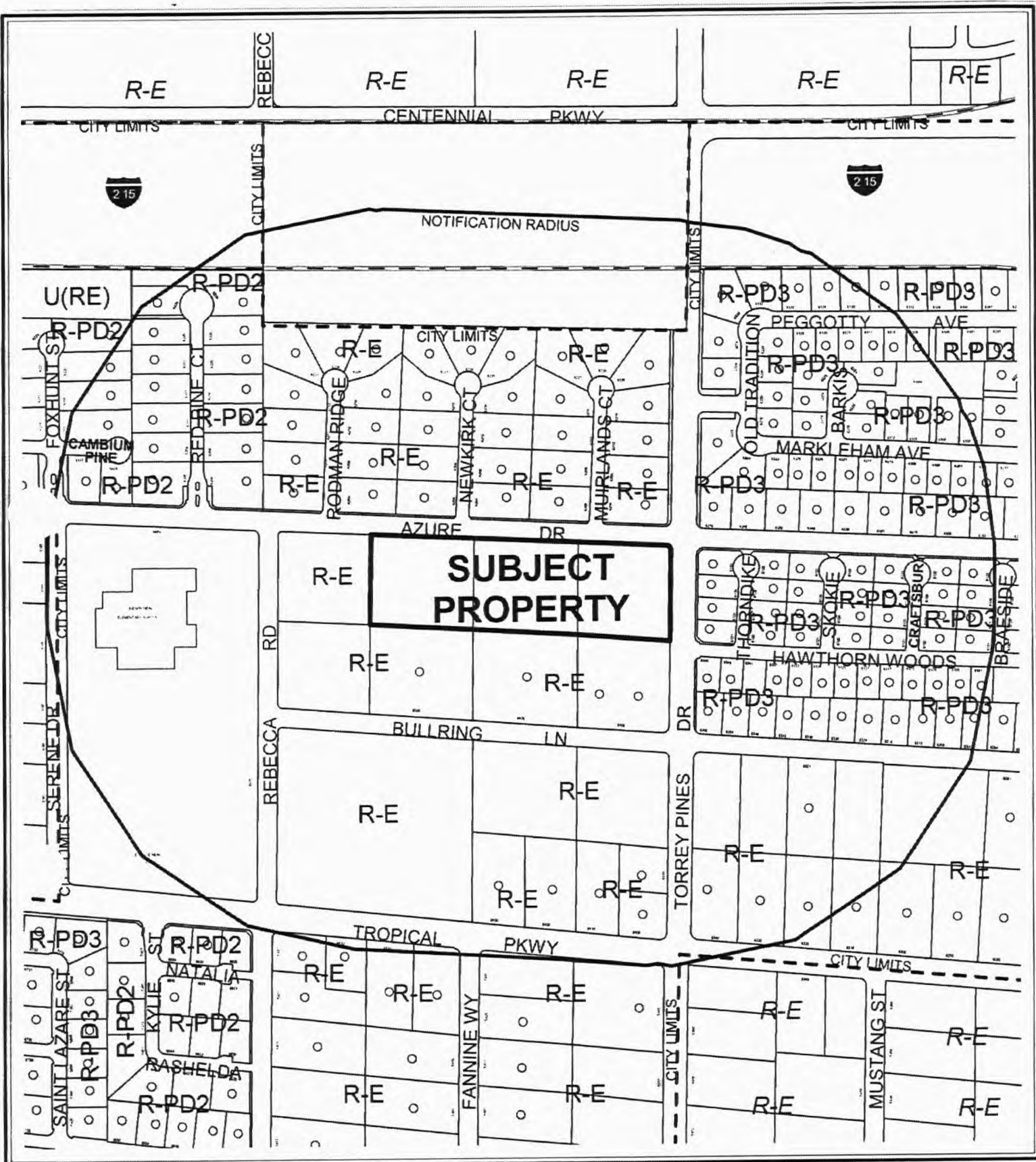
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Submitted after final agenda – Revised plans by Staff

Motion made by GARY REESE to Hold in Abeyance Item 87 [GPA-16201], Item 88 [ZON-16196], Item 89 [SUP-16198], Item 90 [SUP-16200] and Item 91 [SDR-16197], Item 92 [ZON-15031], Item 93 [SDR-15030], Item 101 [GPA-16538], Item 102 [ZON-16609], Item 103 [WVR-16610] and Item 104 [SDR-16611], Item 107 [VAR-14734], Item 108 [VAR-16769], Item 111 [SUP-17404], Item 112 [SUP-17405], Item 113 [SDR-16952] and Item 119 [ROC-17677] to 12/20/2006; Item 94 [VAR-16144], Item 95 [SUP-16143] and Item 109 [VAR-16505] to 01/03/2007; and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 96 [SUP-15347]

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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



CASE: **ZON-16609**

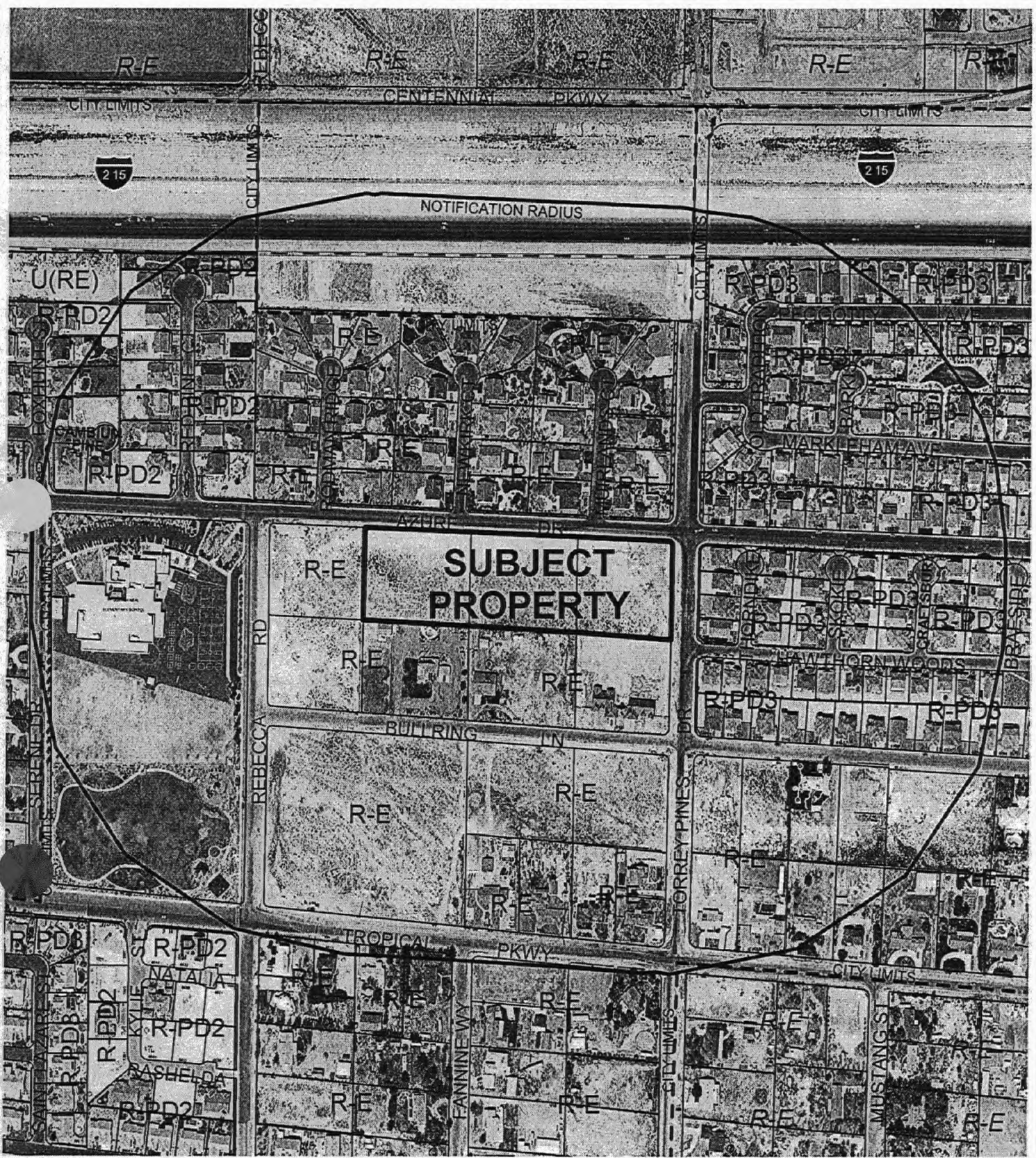
RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY:

R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE)



CASE: ZON-16609

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY:

R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE)

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ZON-16609 - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC

**** CONDITIONS ****

The Planning Commission (6-1/se vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. A General Plan Amendment (GPA-16538) and Waiver (WVR-16610) approved by the City Council.
2. A Resolution of Intent with a two-year time limit is hereby granted.
3. A Site Development Plan Review (SDR-16611) 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

4. Construct half-street improvements on Torrey Pines Drive and Azure Drive adjacent to this site concurrent with development of this site. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site. All off-site improvements adjacent to this site, including all required landscaped areas between the perimeter walls and adjacent public streets, shall be constructed and accepted prior to issuance of building permits beyond 75% of the total units, or within 24 months of approval of construction drawings, whichever occurs first. No partial bond releases will be allowed until all perimeter roadway improvements are in place.

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 ****

PROJECT DESCRIPTION

This is a request for a Rezoning from RE (Residence Estates) to R-PD3 (Residential Planned Development – 3 Units Per Acre) on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive. A related General Plan Amendment (GPA-16538), Waiver (WVR-16610), and Site Development Plan Review (SDR-16611) will be considered concurrently with this request.

As the majority of surrounding properties have been zoned to allow for low-density residential development, there is a clear indication that this rezoning is appropriate and compatible with the surrounding area. Therefore, staff recommends approval.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
02/04/04	City Council tabled a request for a Site Development Plan Review (SDR-3284) and a Variance (VAR-3360) to allow a 27-foot side yard setback where residential adjacency standards require a minimum setback of 78 feet for a proposed private school, primary on 2.10 acres adjacent to the south side of Azure Drive, approximately 285 feet west of Rebecca Road.
06/22/06	City Council tabled a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan from DR (Desert Rural Density Residential to L (Low Density Residential), a Rezoning from R-E (Residence Estates) to R-1 (Single Family Residential), and a Special Use Permit for a private streets in conjunction with a proposed single-family residential development on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive.
10/19/06	The Planning Commission abeyed at the request of the applicant an application for a General Plan Amendment (GPA-16538), a Rezoning (ZON-16609), a Site Development Plan Review (SDR-16611), and a Waiver (WVR-16610) to the 11/02/06 Planning Commission meeting.
11/02/06	The Planning Commission recommended approval of companion items GPA-16538 and SDR-16611 and denied WVR-16610 concurrently with this application. The Planning Commission voted 6-1/se to recommend APPROVAL (PC Agenda Item #22/jm).
<i>Related Building Permits/Business Licenses</i>	
	There are none pertaining to this site.
<i>Pre-Application Meeting</i>	
08/21/06	A pre-application meeting with the applicant was held and the following items were discussed. The applicant was given a variety of options regarding zoning possibilities for the site. Residential Planned Development open space requirements were discussed and the applicant was instructed that a Waiver of distance separation would be required. The applicant was then informed of the additional submittal requirements for the appropriate applications needed to develop the site.

Neighborhood Meeting	
09/25/06	A neighborhood meeting was held at 6:00 pm at the Lied Community School, 5340 West Tropical Parkway. Eleven citizens attended the meeting. The attendees were concerned about the 2-story height, traffic issues on Azure Drive and Torrey Pines Drive and the perimeter wall height being the same as surrounding properties. They preferred rural streetlight standards and lot sizes.

Details of Application Request	
Site Area	
Gross Acres	7.02
Net Acres	6.08

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Vacant	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family Residential	DR (Desert Rural Density Residential)	R-E (Residence Estates)
South	Single Family Residential	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single Family Residential	DR (Desert Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units Per Acre)
West	Vacant	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Special Districts/Zones	Yes	No	Compliance
Special Area Plan		X	Y
Special Purpose and Overlay Districts		X	Y
Trails		X	Y
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	Y
Project of Regional Significance		X	Y

DEVELOPMENT STANDARDS

Standard	Provided	Compliance
Minimum Lot Size	7,647 SF	Y
Setbacks		
• Front	20 Feet	Y
• Side	5 Feet	
• Corner	15 Feet	
• Rear	20 Feet	
Max. Building Height	30 Feet	Y

<i>Existing Zoning</i>	<i>Permitted Density</i>	<i>Proposed Zoning</i>	<i>Permitted Density</i>	<i>General Plan</i>	<i>Permitted Density</i>
R-E (Residence Estates)	2.18 du/ac for a total of 15.30 units	R-PD3 (Residential Planned Development – 3 Units Per Acre)	3.59 du/ac for a total of 25.20 units	R (Rural Density Residential)	3.59 du/ac a total of 25.20 units

<i>Landscaping and Open Space Standards</i>				
<i>Standards</i>	<i>Required</i>		<i>Provided</i>	<i>Compliance</i>
	<i>Ratio</i>	<i>Trees</i>		
Buffer: Min. Trees	1 Tree/20 Linear Feet	46 Trees	46 Trees	Y
TOTAL		46 Trees	46 Trees	Y
Min. Zone Width	6 Feet		6 Feet	Y
Wall Height	6 Feet		6 Feet	Y

<i>Open Space – R-PD only</i>							
<i>Total Acreage</i>	<i>Density</i>	<i>Required</i>			<i>Provided</i>		<i>Compliance</i>
		<i>Ratio</i>	<i>Percent</i>	<i>Area</i>	<i>Percent</i>	<i>Area</i>	
7.02	2.99	1.65	4.93	15,086	4.99	15,260	Y

ANALYSIS

The subject proposal changes the zoning on the subject site from R-E (Residence Estates) to R-PD3 (Residential Planned Development – 3 Units Per Acre). The surrounding properties are zoned R-E (Residence Estates) and R-PD3 (Residential Planned Development – 3 Units Per Acre). The site is also within the 330-foot buffer area of the Rural Preservation Overlay District. Within these buffer areas, residential development density is limited to three units per acre, unless good cause is shown. The density of the proposal is 2.99 units per acre; therefore, this proposal will be consistent with the surrounding land uses and zoning districts.

In addition, the applicant is requesting a Waiver to Title 18.12.160 to allow approximately 173 feet between street intersections where 220 feet is the minimum distance separation required. The Public Works Department has no objection to the request.

FINDINGS

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

1. “The proposal conforms to the General Plan.”

The applicant is requesting in a related application an Amendment to the General Plan (GPA-16538) to R (Rural Density Residential). The Rural Density Residential Category is a rural or semi-rural environment with a lifestyle much like that of the DR (Desert Rural Density Residential). The category allows up to 3.59 units per acre. The subject proposal is consistent with the Rezoning request to R-PD3 (Residential Planned Development – 3 Units Per Acre).

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 surrounding land uses are DR (Desert Rural Residential). The surrounding zoning is R-PD3 (Residential Planned Development – 3 Units Per Acre) and R-E (Residence Estates).

The site is also within the 330-foot buffer area of the Rural Preservation Overlay District. Within these buffer areas, residential development density is limited to three dwelling units per acre, unless good cause is shown. The density of the proposal is 2.99 units per acre; therefore, this proposal will be consistent with the surrounding land uses and zoning districts.

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

As the majority of surrounding properties have been zoned to allow for low-density residential development, there is a clear indication that this rezoning is appropriate and compatible with the surrounding area.

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

The site is served by Torrey Pines Drive, a Secondary Collector 80-feet in width. The addition of twenty-one residential lots will not negatively affect this thoroughfare’s ability to handle traffic flow.

PLANNING COMMISSION ACTION

Note: Condition #1 will be changed to delete the reference to the Waiver.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

ASSEMBLY DISTRICT 13

SENATE DISTRICT 9

NOTICES MAILED 186 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-16609** APN: 25-26-203 002,003,004
Name of Property Owner: NEVADA MANAGEMENT HOLDINGS CO. LLC.
Name of Applicant: NATIONAL MANAGEMENT CORPORATION

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: _____

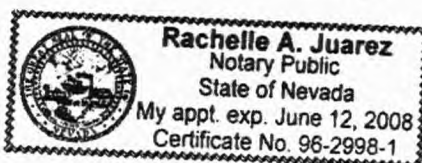
Signature of Property Owner: *Gina Mackay*

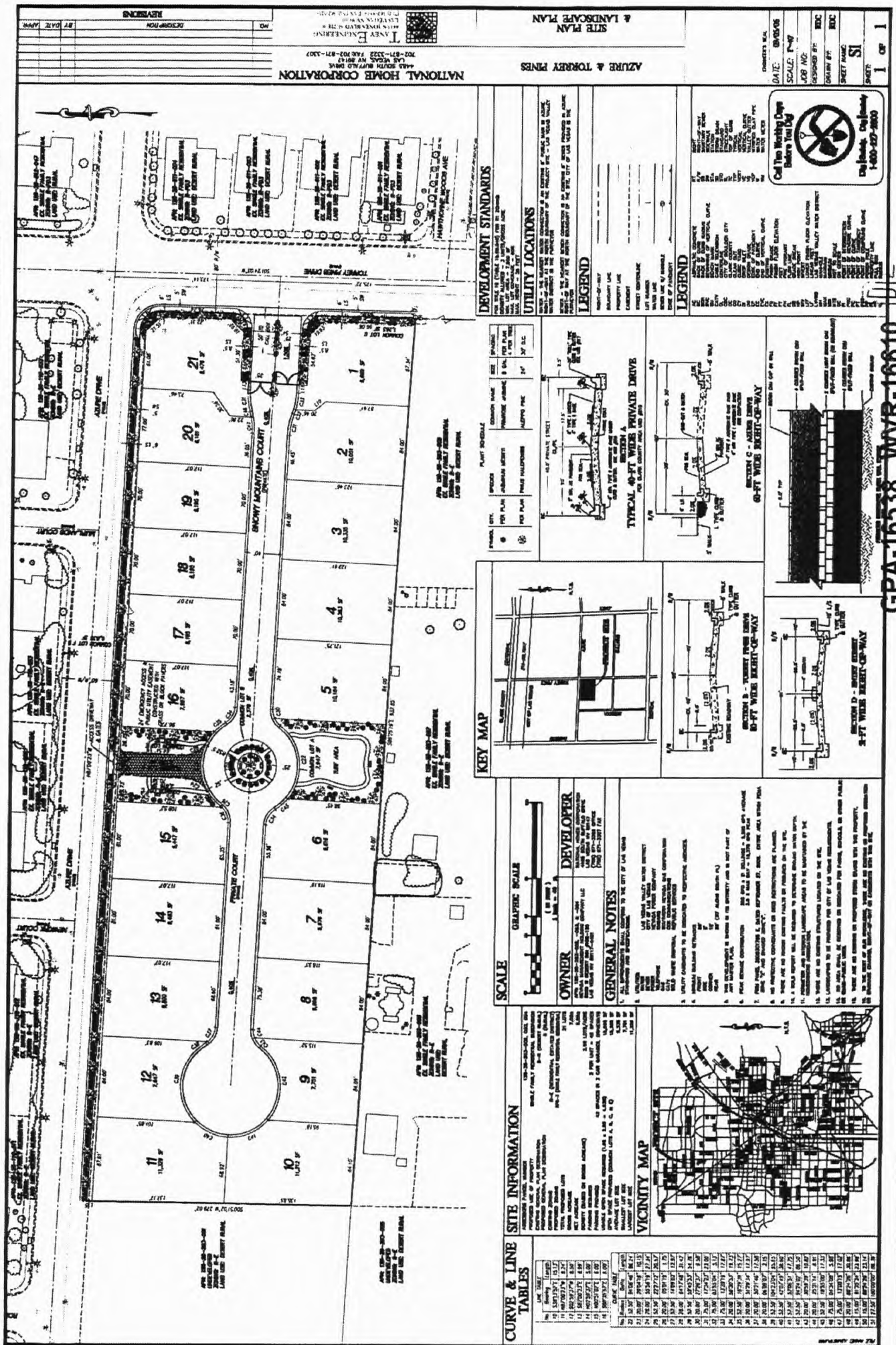
Print Name: GINA MACKAY

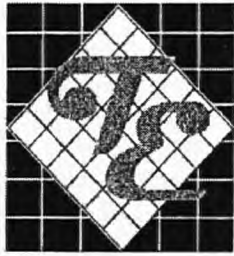
Subscribed and sworn before me

This 1st day of Sept, 20 06

Rachelle A. Juarez
Notary Public in and for said County and State







TANEY ENGINEERING

4445 S. JONES #1

LAS VEGAS, NEVADA 89103

TELEPHONE: (702) 362-8844

FAX: (702) 362-5233

September 25, 2006

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

**Re: Justification Letter for General Plan Amendment, Site Development
Review, Zone Change to RPD-3, and Wavier of Title 18 for 7-acres at Azure
& Torrey Pines SWC**

To Whom It May Concern:

On behalf of our client, National Homes Corporation, we are proposing to change the General Plan Designation for 7.02 gross acres located at the southwest corner of Azure and Torrey Pines from Desert Rural to Rural. In recent years, many properties in the area have been built out as residential subdivisions; the ones adjacent to the east and northeast of the site were built out as R-PD3 subdivisions, similar to this requested application. The proposed amendment to the General Plan will allow a zoning classification (R-PD3) which imposes burdens similar to the burdens imposed by the classification currently provided for (R-E) under the General Plan. The proposed general plan change will allow for an additional 7 residential lots, which has a very small impact and burden on the existing infrastructure and public safety. The proposed R-PD3 residential subdivision is located on approximately 7.02 gross acres that are currently zoned R-E. The project site is bounded by Azure on the north, Torrey Pines on the east, existing residential homes on the south, and undeveloped R-E zoned property to the west. The proposed subdivision consists of 21 lots with a gross density of 2.99 dwelling units per acre. The residential subdivision is proposed to have the following setbacks:

Front – 20-ft from back of curb

Side – 5-ft

Corner – 15-ft

Rear – 20-ft (30-ft along south property line except cul-de-sac lots)

Patio Cover rear yard – 10-ft

Maximum Building Height is 35-ft

GPA-16538 WVR-16610

ZON-16609 SDR-16611

REVISED 11/02/06 PC

The proposed development will consist of homes ranging in size from 3000-sf to over 4000-sf size. Open space has been provided in accordance with city requirements in 3 centrally located areas. The subdivision consists of a cul-de-

sac with access from Torrey Pines right-of-way. The cul-de-sac is over the maximum length of 500-ft, and permission is being requested with the site plan review to allow this with a condition that emergency access be allowed to Azure in a manner that is suitable to the fire department. Perimeter landscaping will be provided abutting all public streets in conformance with City of Las Vegas Standards. A detached sidewalk is requested along Azure right-of-way, with a 6-ft landscape area located between the sidewalk and the back of curb, the sidewalk would abut the decorative perimeter wall. This is being done in an effort to increase the distance between pedestrians and traffic, this street serves as a main walking to the near by school and this was a concern of several neighbors at the previous meetings.

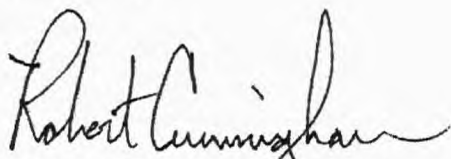
In addition, we are applying for a waiver of Title 18.12.160 which states that

"any intersection of any street that provides external access from a subdivision to any existing or planned street abutting the subdivision which has a right-of-way of sixty feet or more shall be offset from any other intersection by at least two hundred twenty feet, measured from centerline to centerline".

We are requesting to allow the intersection of a 51-ft gated private entry street and a 60-ft public street (Azure Drive) to be approximately 173.14-ft, as well as to allow the intersection of a 51-ft gated private entry street and an 40-ft private street (Hawthorne Woods Avenue) to be approximately 175.72-ft for a proposed 21-lot subdivision. Since the project site is located in a low density surrounding area with low traffic volumes, we believe that the 220-ft minimum intersection offset should not be warranted. In addition, the request in minimizing the intersection offset would be a deviation of approximately 21% from Title 18. Approval of this request will have no adverse impact on the surrounding community.

If you have any questions or need any additional information please do not hesitate to contact this office.

Sincerely,



Robert Cunningham, P.E.
Taney Engineering

**GPA-16538 WVR-16610
ZON-16609 SDR-16611
REVISED 11/02/06 PC**

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

ATTORNEYS AT LAW

LAS VEGAS OFFICE

STEPHANIE H. ALLEN

sallen@kkbrf.com

702.792-7000

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3800 Howard Hughes Parkway
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Fax: 702.796.7181RENO OFFICE
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Tel: 775.852.3900
Fax: 775.852.3982SUMMERLIN OFFICE
3425 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89129
Tel: 702.893.4260
Fax: 702.939.8457CARSON CITY OFFICE
210 W. Fourth Street
Carson City, NV 89703
Tel: 775.882.1311
Fax: 775.882.0257

November 16, 2006

VIA FACSIMILE

382-4803

Ms. Barbara Jo Ronemus
City Clerk
City of Las Vegas
400 E. Stewart, 1st Fl.
Las Vegas, NV 89101**Re: GPA-16538; SDR-16611; ZON-16609; WVR-16610
Azure/Torrey Pines**

Dear Ms. Ronemus:

Our office represents the applicant in the above-referenced matters. We respectfully request these matters be continued from the presently scheduled City Council meeting of December 6, 2006 until December 20, 2006. The additional time is needed to revise our site plan.

Thank you for your consideration.

Sincerely,

KUMMER KAEMPFER BONNER RENSCHAW & FERRARIO


Stephanie Allen

SHA/mlt

cc: Marsha Bean (via fax: 871-3307)
Doug Rankin (via fax: 385-7268)

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

WAIVER RELATED TO GPA-16538 AND ZON-16609

WVR-16610 - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Waiver to Title 18.12.160 TO ALLOW APPROXIMATELY 173 FEET BETWEEN STREET INTERSECTIONS WHERE 220 FEET IS THE MINIMUM DISTANCE SEPARATION REQUIRED on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), R-E (Residence Estates) Zone [PROPOSED R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone], Ward 6 (Ross). NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

The Planning Commission (7-0 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

Motion made by GARY REESE to Hold in Abeyance Item 87 [GPA-16201], Item 88 [ZON-16196], Item 89 [SUP-16198], Item 90 [SUP-16200] and Item 91 [SDR-16197], Item 92 [ZON-15031], Item 93 [SDR-15030], Item 101 [GPA-16538], Item 102 [ZON-16609], Item 103 [WVR-16610] and Item 104 [SDR-16611], Item 107 [VAR-14734], Item 108 [VAR-16769], Item 111 [SUP-17404], Item 112 [SUP-17405], Item 113 [SDR-16952] and Item 119 [ROC-17677] to 12/20/2006; Item 94 [VAR-16144], Item 95 [SUP-16143] and Item 109 [VAR-16505] to 01/03/2007; and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 96 [SUP-15347]

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

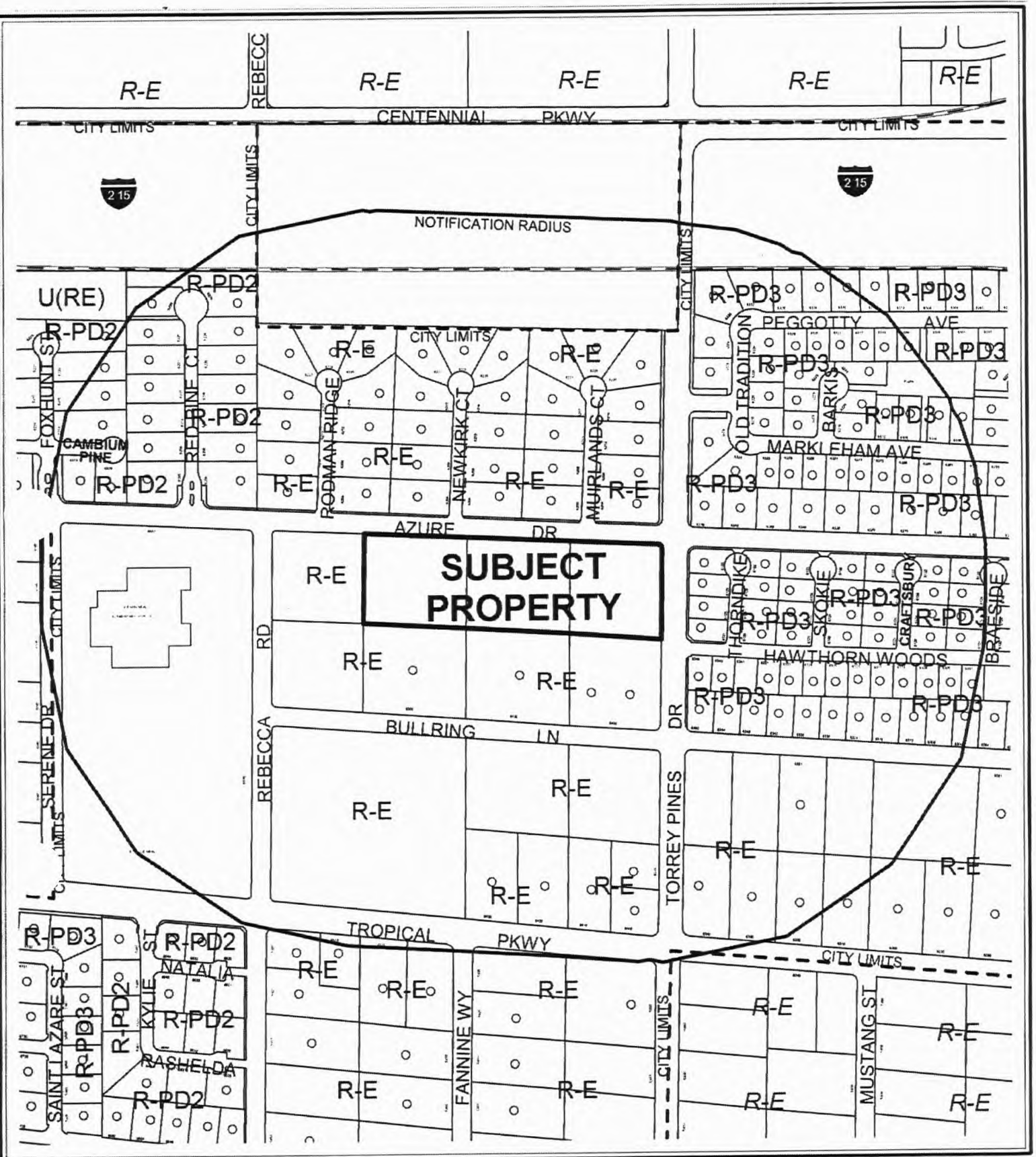
CITY COUNCIL MEETING OF: DECEMBER 6, 2006

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

Minutes:

See Item 102 for related backup.





0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: WVR-16610 - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC

**** CONDITIONS ****

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

Planning and Development

1. Conformance to the Conditions of Approval for a General Plan Amendment (GPA-16538), Rezoning (ZON-16609), and Site Development Plan Review (SDR-16611), if approved.
2. This approval shall be void two years from the date of final approval, unless a certificate of occupancy has been issued or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Waiver to Title 18.12.160 to allow approximately 173 feet between street intersections where 220 feet is the minimum distance separation required on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive.

The Public Works Department has no objection to the request for a Waiver of Title 18.12.160 to allow approximately 173 feet between street intersections where 220 feet is the minimum distance separation required on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive.

A related General Plan Amendment (GPA-16538), Rezoning (ZON-16609) and Site Development Plan Review (SDR-16611) will be considered concurrently with this request.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
02/04/04	City Council tabled a request for a Site Development Plan Review (SDR-3284) and a Variance (VAR-3360) to allow a 27-foot side yard setback where residential adjacency standards require a minimum setback of 78 feet for a proposed private school, primary on 2.10 acres adjacent to the south side of Azure Drive, approximately 285 feet west of Rebecca Road.
06/22/06	City Council tabled a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan from DR (Desert Rural Density Residential) to L (Low Density Residential), a Rezoning from R-E (Residence Estates) to R-1 (Single Family Residential), and a Special Use Permit for a private streets in conjunction with a proposed single-family residential development on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive.
10/19/06	The Planning Commission abeyed at the request of the applicant an application for a General Plan Amendment (GPA-16538), a Rezoning (ZON-16609), a Site Development Plan Review (SDR-16611), and a Waiver (WVR-16610) to the 11/02/06 Planning Commission meeting.
11/02/06	The Planning Commission recommended approval of companion items GPA-16538, ZON-16609 and SDR-16611 concurrently with this application. The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #23/jm).
<i>Related Building Permits/Business Licenses</i>	
	There are none pertaining to this site.

Pre-Application Meeting	
08/21/06	A pre-application meeting with the applicant was held and the following items were discussed. The applicant was given a variety of options regarding zoning possibilities for the site. Residential Planned Development open space requirements were discussed and the applicant was instructed that a Waiver of distance separation would be required. The applicant was then informed of the additional submittal requirements for the appropriate applications needed to develop the site.
Neighborhood Meeting	
09/25/06	A neighborhood meeting was held at 6:00 pm at the Lied Community School, 5340 West Tropical Parkway. Eleven citizens attended the meeting. The attendees were concerned about the 2-story height, traffic issues on Azure Drive and Torrey Pines Drive and the perimeter wall height being the same as surrounding properties. They preferred rural streetlight standards and lot sizes.

Details of Application Request	
Site Area	
Gross Acres	7.02
Net Acres	6.08

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Vacant	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family Residential	DR (Desert Rural Density Residential)	R-E (Residence Estates)
South	Single Family Residential	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single Family Residential	DR (Desert Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units Per Acre)
West	Vacant	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Special Districts/Zones	Yes	No	Compliance
Special Area Plan		X	Y
Special Purpose and Overlay Districts		X	Y
Trails		X	Y
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	Y
Project of Regional Significance		X	Y

DEVELOPMENT STANDARDS

<i>Standard</i>	<i>Provided</i>	<i>Compliance</i>
Minimum Lot Size	7,647 SF	Y
Setbacks • Front • Side • Corner • Rear	20 Feet 5 Feet 15 Feet 20 Feet	Y
Max. Building Height	30 Feet	Y

<i>Existing Zoning</i>	<i>Permitted Density</i>	<i>Proposed Zoning</i>	<i>Permitted Density</i>	<i>General Plan</i>	<i>Permitted Density</i>
R-E (Residence Estates)	2.18 du/ac for a total of 15.30 units	R-PD3 (Residential Planned Development – 3 units per acre)	3.59 du/ac for a total of 25.20 units	R (Rural Density Residential)	3.59 du/ac a total of 25.20 units

<i>Landscaping and Open Space Standards</i>				
<i>Standards</i>	<i>Required</i>		<i>Provided</i>	<i>Compliance</i>
	<i>Ratio</i>	<i>Trees</i>		
Buffer: Min. Trees	1 Tree/20 Linear Feet	46 Trees	46 Trees	Y
TOTAL		46 Trees	46 Trees	Y
Min. Zone Width	6 Feet		6 Feet	Y
Wall Height	6 Feet		6 Feet	Y

<i>Open Space – R-PD only</i>							
<i>Total Acreage</i>	<i>Density</i>	<i>Required</i>			<i>Provided</i>		<i>Compliance</i>
		<i>Ratio</i>	<i>Percent</i>	<i>Area</i>	<i>Percent</i>	<i>Area</i>	
7.02	2.99	1.65	4.93	15,086	4.99	15,260	Y

ANALYSIS

This is a request for a Waiver of Title 18.12.100 to allow 173-foot intersection offset where 220 feet is the minimum offset allowed. Specifically, Title 18.12.160 states:

“Any intersection of any street that provides external access from a subdivision to any existing or planned street abutting the subdivision which has a right-of-way of sixty feet or more shall be offset from any other intersection by at least two hundred twenty feet, measured from centerline to centerline. Intersections of streets providing service internally within a subdivision, where they do not intersect arterial or major streets, shall be offset a minimum of one hundred twenty-five feet.”

In addition, the applicant has provided a crash gate at this intersection.

FINDINGS

The proposed design does not appear to present turn conflicts, nor is it expected to hinder area traffic flows. The Department of Public Works has no objection to this Waiver request.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

ASSEMBLY DISTRICT 13

SENATE DISTRICT 9

NOTICES MAILED 186 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **WVR-16610** APN: 120-26-203-002,003,004
Name of Property Owner: NEVADA MANAGEMENT Holding Co. LLC
Name of Applicant: NATIONAL HOMES CORP.

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

☐ Yes

☒ 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): _____

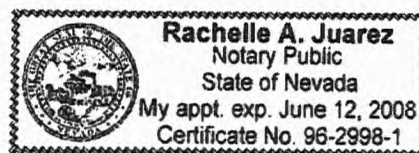
APN: _____

Signature of Property Owner: *Gina Mackay*

Print Name: GINA MACKAY

Subscribed and sworn before me

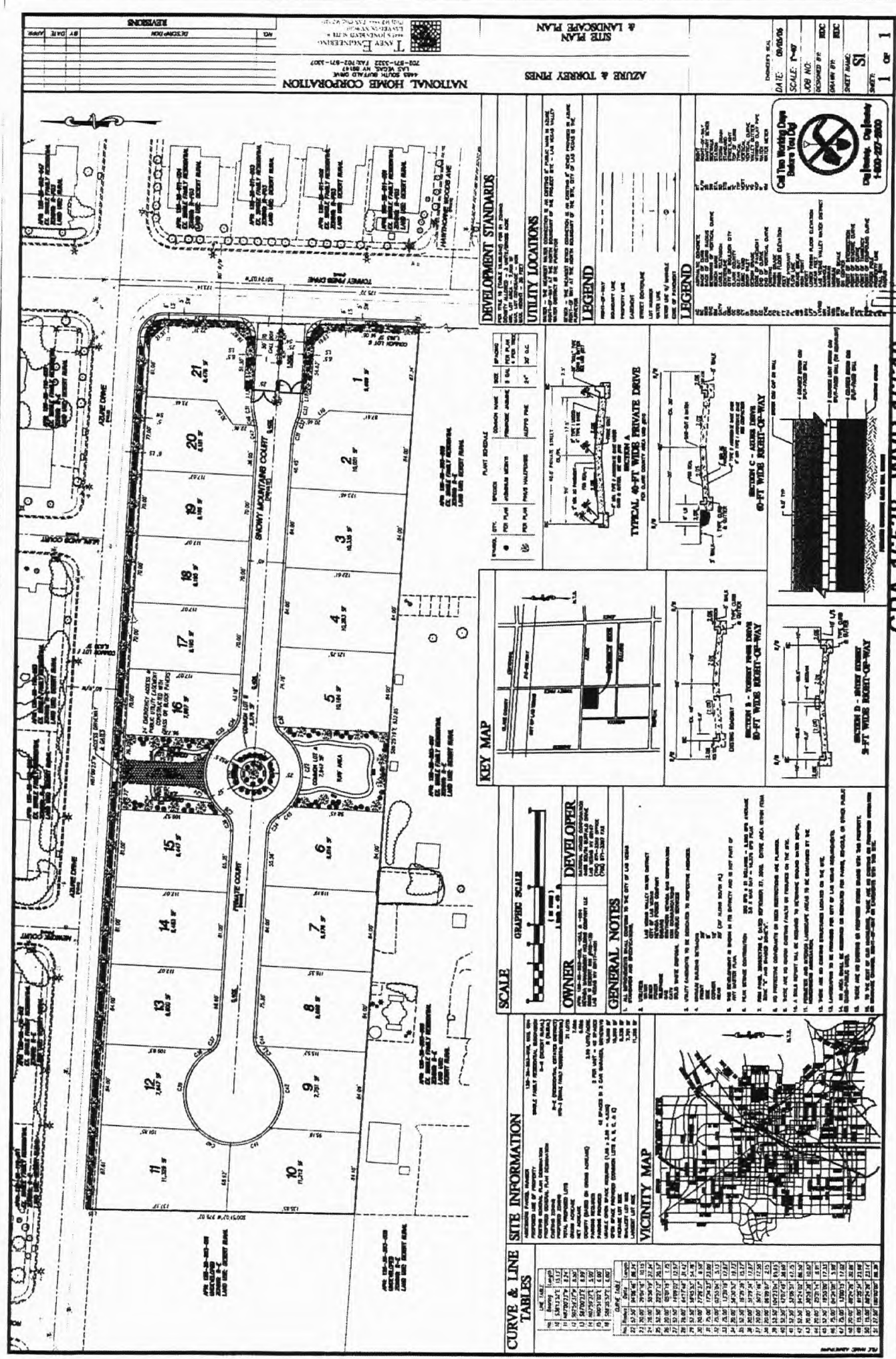
This 1st day of Sept, 2006
Rachelle A. Juarez
Notary Public in and for said County and State



SEP 25 2006

ZON-16609 SDR-16611
REVISED 11/02/06 PC

GPA-16538 WVR-16610



LANDSCAPE PLAN
SITE PLAN

1 ANEY ENGINEERING
200 SOUTH BAYVIEW DRIVE
TAMPA, FL 33609
702-971-3333 FAX 702-971-3307
WWW.ANEYENGINEERING.COM

DATE: 09/05/06
SCALE: 1"=40'
SHEET NO: 1
SHEET TOTAL: 1
PROJECT: SDR-16611
SUBJECT: ZON-16609

DEVELOPMENT STANDARDS

FOR THIS PROJECT, THE DEVELOPMENT STANDARDS OF THE CITY OF TAMPA, FLORIDA, SHALL APPLY. THE DEVELOPMENT STANDARDS OF THE CITY OF TAMPA, FLORIDA, ARE AS FOLLOWS:

UTILITY LOCATIONS

THE LOCATION OF ALL UTILITIES SHALL BE SHOWN ON THIS PLAN. THE LOCATION OF UTILITIES SHALL BE SHOWN ON THIS PLAN.

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KEY MAP

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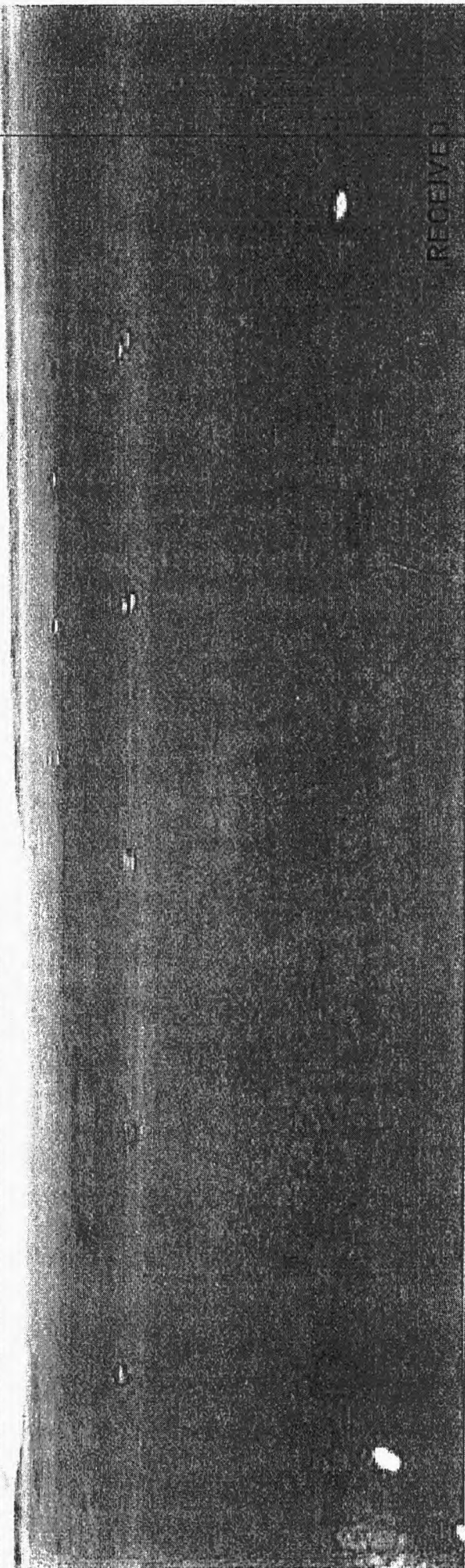
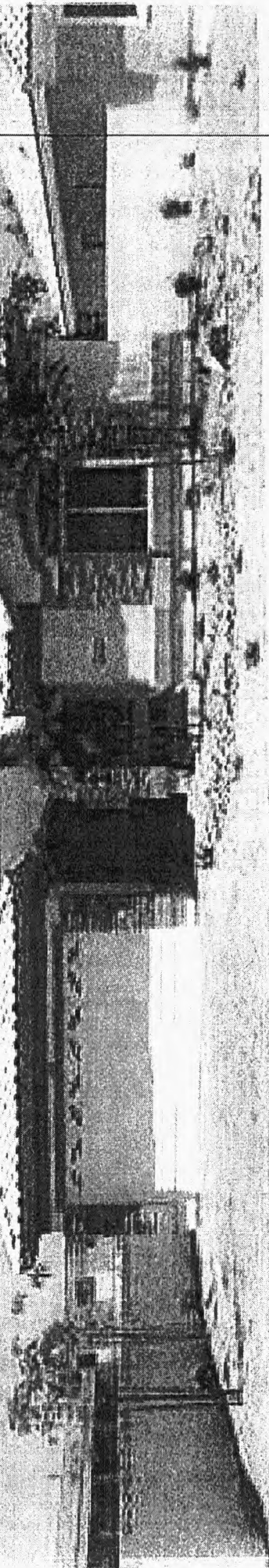
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WVR-16610 ZON-16605

SDR-16611 11/02/06 PC



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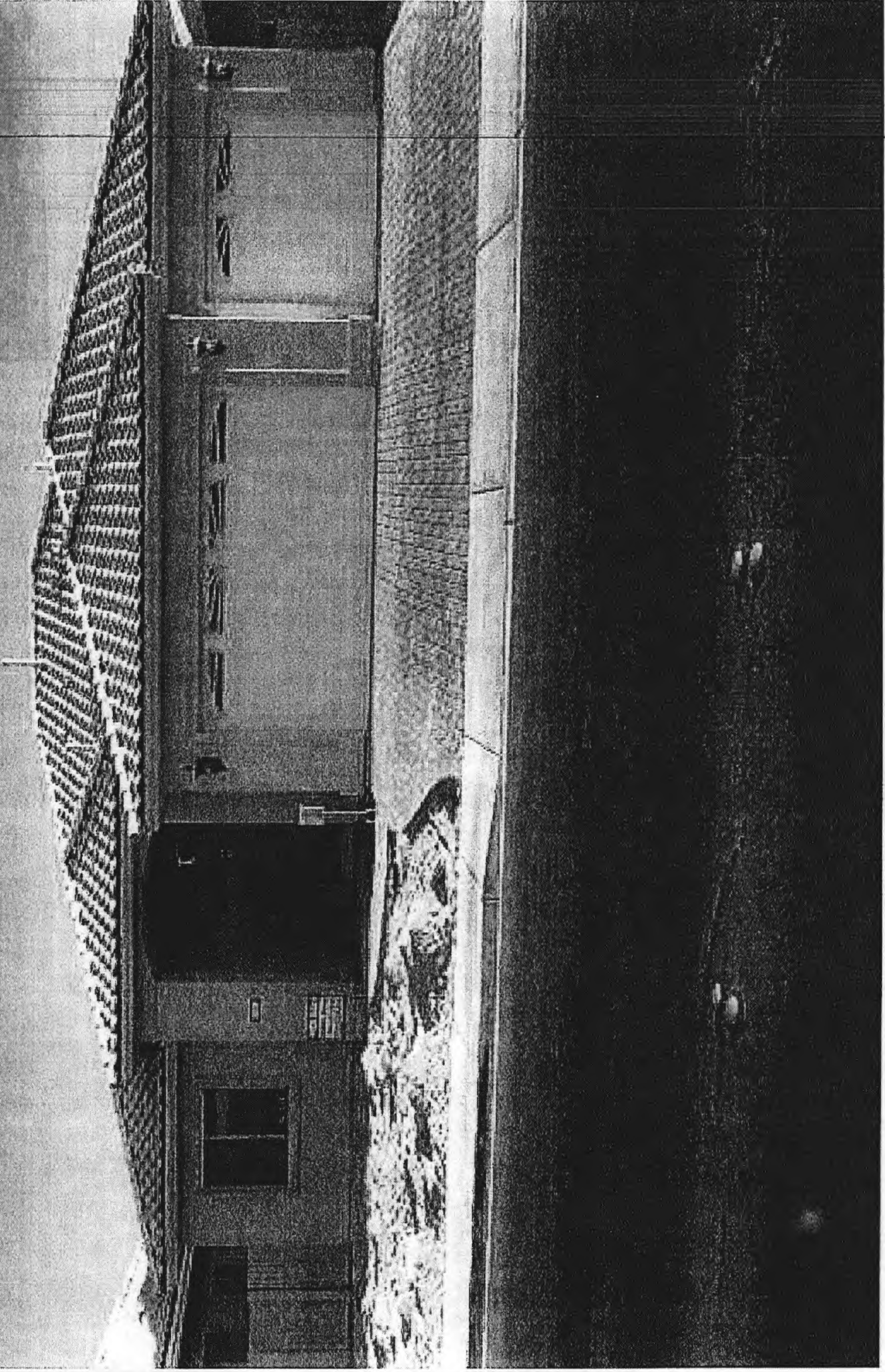
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WVR-16610 ZON-16609
SDR-16611 11/02/06 PC



SEP 07 2006

WVR-16610 ZON-16609
SDR-16611 11/02/06 PC



SEP 07 2006

WVR-16610 ZCZ-16609
SDR-16611 11/02/06 PC



SEP 07/2000



TANEY ENGINEERING

4445 S. JONES #1

LAS VEGAS, NEVADA 89103

TELEPHONE: (702) 362-8844

FAX: (702) 362-5233

September 25, 2006

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

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REVISED 11/02/06 PC

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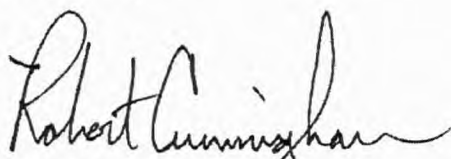
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If you have any questions or need any additional information please do not hesitate to contact this office.

Sincerely,



Robert Cunningham, P.E.
Taney Engineering

**GPA-16538 WVR-16610
ZON-16609 SDR-16611
REVISED 11/02/06 PC**

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

ATTORNEYS AT LAW

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STEPHANIE H. ALLEN

sallen@kkbrf.com

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Fax: 702.796.7181RENO OFFICE
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Reno, NV 89511
Tel: 775.852.3800
Fax: 775.852.3882SUMMERLIN OFFICE
3425 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89129
Tel: 702.893.4260
Fax: 702.939.8457CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.882.1311
Fax: 775.882.0257

November 16, 2006

VIA FACSIMILE

382-4803

Ms. Barbara Jo Ronemus
City Clerk
City of Las Vegas
400 E. Stewart, 1st Fl.
Las Vegas, NV 89101**Re: GPA-16538; SDR-16611; ZON-16609; WVR-16610
Azure/Torrey Pines**

Dear Ms. Ronemus:

Our office represents the applicant in the above-referenced matters. We respectfully request these matters be continued from the presently scheduled City Council meeting of December 6, 2006 until December 20, 2006. The additional time is needed to revise our site plan.

Thank you for your consideration.

Sincerely,

KUMMER KAEMPFER BONNER RENSCHAW & FERRARIO


Stephanie Allen

SHA/mlt

cc: Marsha Bean (via fax: 871-3307)
Doug Rankin (via fax: 385-7268)

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 6, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-16538, ZON-16609, AND WVR 16610

SDR-16611 - PUBLIC HEARING - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC - Request for a Site Development Plan Review FOR A PROPOSED 21-UNIT SINGLE-FAMILY RESIDENTIAL SUBDIVISION on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive (APNs 125-26-203-002, 003, and 004), R-E (Residence Estates) Zone [PROPOSED: R-PD3 (Residential Planned Development - 3 Units Per Acre) Zone], Ward 6 (Ross). NOTE: The applicant has requested this item be held in abeyance to the 12-20-06 City Council Meeting. The Planning Commission (5-2 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 (5-2 vote) and staff recommend APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

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

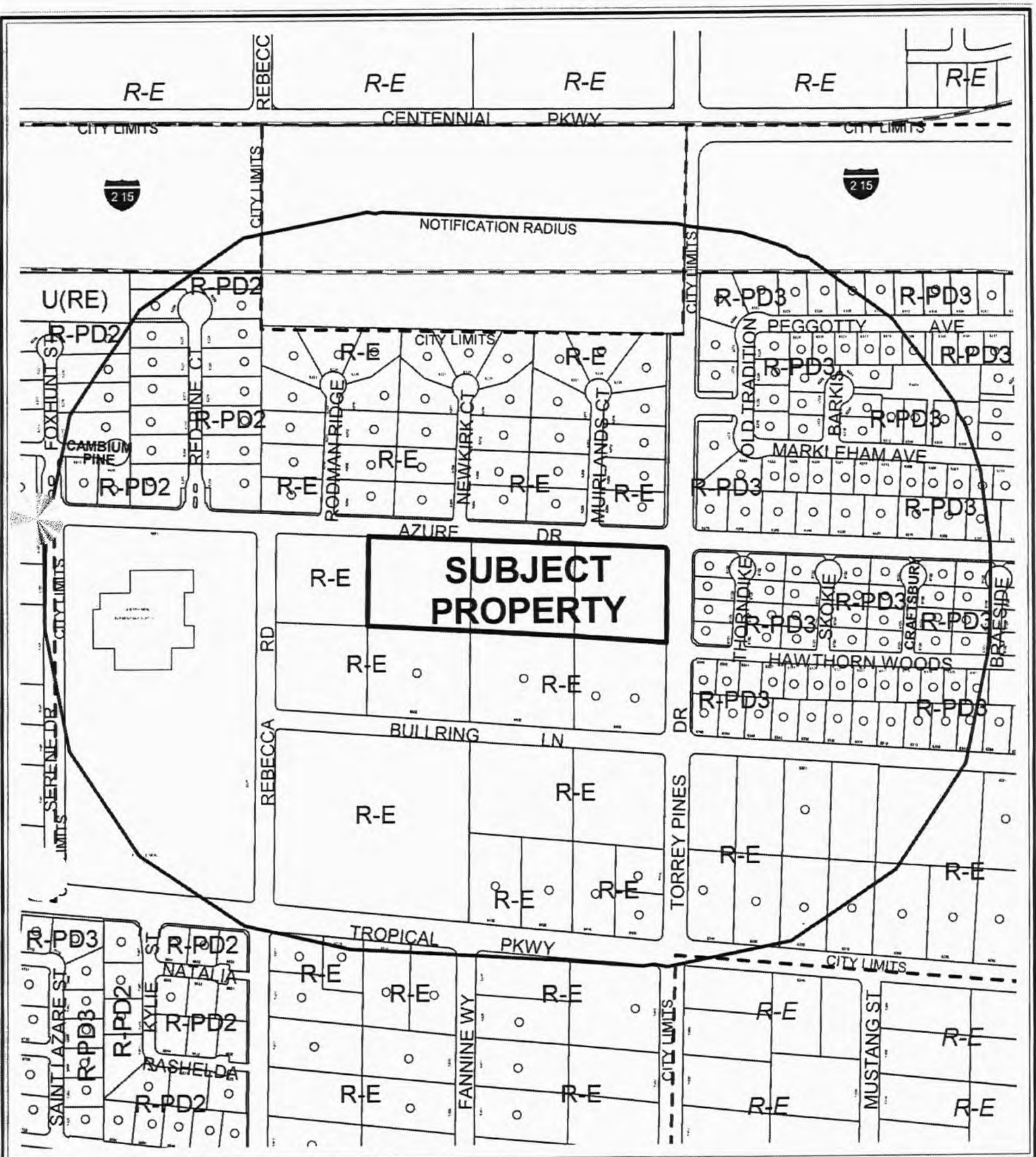
Motion made by GARY REESE to Hold in Abeyance Item 87 [GPA-16201], Item 88 [ZON-16196], Item 89 [SUP-16198], Item 90 [SUP-16200] and Item 91 [SDR-16197], Item 92 [ZON-15031], Item 93 [SDR-15030], Item 101 [GPA-16538], Item 102 [ZON-16609], Item 103 [WVR-16610] and Item 104 [SDR-16611], Item 107 [VAR-14734], Item 108 [VAR-16769], Item 111 [SUP-17404], Item 112 [SUP-17405], Item 113 [SDR-16952] and Item 119 [ROC-17677] to 12/20/2006; Item 94 [VAR-16144], Item 95 [SUP-16143] and Item 109 [VAR-16505] to 01/03/2007; and accept the WITHDRAWAL WITHOUT PREJUDICE of Item 96 [SUP-15347]

Passed For: 5; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 2

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

Minutes:

See Item 102 for related backup.



0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 6, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: SDR-16611 - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC

**** CONDITIONS ****

The Planning Commission (5-2/rt/bg vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. Conformance to the Conditions of Approval for General Plan Amendment (GPA-16538), Rezoning (ZON-16609), and Waiver (WVR-16610), if approved.
2. This approval shall be void two years from the date of final approval, unless a building permit has been issued for the principal building on the site. An Extension of Time may be filed for consideration by the City of Las Vegas.
3. All development shall be in conformance with the site plan and landscape plan date stamped 09/25/06, and building elevations date stamped 9/07/06 and 10/23/06, except as amended by conditions herein.
4. The standards for this development shall include a Minimum lot size of 7,647 square feet and a Building height shall not exceed two stories or 35 feet, whichever is less.
5. The setbacks for this development shall be a minimum of 20 feet to the front of the house, 5 feet on the side, 15 feet on the corner side, and 20 feet in the rear.
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 as Final Map submittal. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications.
7. No turf shall be permitted in the non-recreational common areas, such as medians and amenity zones in this development.
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.
13. The applicant shall include a pedestrian gate adjacent to the crash gate located along Azure Drive.
14. An eight foot high block wall shall be provided along the south boundary except a portion of the wall adjacent to 6500 Bullring Lane.
15. No security flood lighting shall be allowed.
16. Vehicular access shall be from Azure Drive aligning with Newkirk Court and emergency access only shall be allowed to Torrey Pines.

Public Works

17. The entrance shall be designed, located and constructed in accordance with Standard Drawing #222a.
18. Provide pedestrian walkway easements for all exterior sidewalks not located within public right-of-way.
19. Landscape and maintain all unimproved right-of-way adjacent to this site and submit an encroachment agreement for all landscaping or other private improvements within the public right-of-way.
20. Submit an Encroachment Agreement for all landscaping located in the Torrey Pines drive and Azure Drive public right-of-way adjacent to this site prior to occupancy of this site.
21. A Homeowners' Association shall be established to maintain all 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.
22. The final layout of the subdivision shall be determined at the time of approval of the Tentative Map.
23. Site development to comply with all applicable conditions of approval for ZON-16609 and all other site-related actions.

24. Work with the City Traffic Engineer to determine if speed humps are appropriate at this location and comply with the recommendations of the Traffic Engineer.
25. Street lights shall be stubbed.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is request for a Site Development Plan Review for a proposed 21-unit single-family residential subdivision on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive. A related General Plan Amendment (GPA-16538), Waiver (WVR-16610), and Rezoning (ZON-16609) will be considered concurrently with this request.

Staff supports infill development projects such as this one as it will be compatible with the surrounding neighborhood and provide additional housing choices for residents and potential residents. This project will improve the surrounding neighborhood and will meet all of the applicable development standards for R-PD3 (Residential Planned Development – 3 Units Per Acre) developments. Staff supports the request.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
02/04/04	City Council tabled a request for a Site Development Plan Review (SDR-3284) and a Variance (VAR-3360) to allow a 27-foot side yard setback where residential adjacency standards require a minimum setback of 78 feet for a proposed private school, primary on 2.10 acres adjacent to the south side of Azure Drive, approximately 285 feet west of Rebecca Road.
06/22/06	City Council tabled a request to amend a portion of the Centennial Hills Sector Plan of the Master Plan from DR (Desert Rural Density Residential) to L (Low Density Residential), a Rezoning from R-E (Residence Estates) to R-1 (Single Family Residential), and a Special Use Permit for a private streets in conjunction with a proposed single-family residential development on 7.02 acres at the southwest corner of Torrey Pines Drive and Azure Drive.
10/19/06	The Planning Commission abeyed at the request of the applicant an application for a General Plan Amendment (GPA-16538), a Rezoning (ZON-16609), a Site Development Plan Review (SDR-16611), and a Waiver (WVR-16610) to the 11/02/06 Planning Commission meeting.
11/02/06	The Planning Commission recommended approval of companion items GPA-16538 and ZON-16609 and denial of WVR-16610 concurrently with this application. The Planning Commission voted 5-2/rt/bg to recommend APPROVAL (PC Agenda Item #24/jm).
<i>Related Building Permits/Business Licenses</i>	
	There are none pertaining to this site.

Pre-Application Meeting	
08/21/06	A pre-application meeting with the applicant was held and the following items were discussed. The applicant was given a variety of options regarding zoning possibilities for the site. Residential Planned Development open space requirements were discussed and the applicant was instructed that a Waiver of distance separation would be required. The applicant was then informed of the additional submittal requirements for the appropriate applications needed to develop the site.

Neighborhood Meeting	
09/25/06	A neighborhood meeting was held at 6:00 pm at the Lied Community School, 5340 West Tropical Parkway. Eleven citizens attended the meeting. The attendees were concerned about the 2-story height, traffic issues on Azure Drive and Torrey Pines Drive and the perimeter wall height being the same as surrounding properties. They preferred rural streetlight standards and lot sizes.

Details of Application Request	
Site Area	
Gross Acres	7.02
Net Acres	6.08

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Vacant	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Single Family Residential	DR (Desert Rural Density Residential)	R-E (Residence Estates)
South	Single Family Residential	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single Family Residential	DR (Desert Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units Per Acre)
West	Vacant	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Special Districts/Zones	Yes	No	Compliance
Special Area Plan		X	Y
Special Purpose and Overlay Districts		X	Y
Trails		X	Y
Rural Preservation Overlay District	X		Y
Development Impact Notification Assessment		X	Y
Project of Regional Significance		X	Y

DEVELOPMENT STANDARDS

<i>Standard</i>	<i>Provided</i>	<i>Compliance</i>
Minimum Lot Size	7,647 SF	Y
Setbacks • Front • Side • Corner • Rear	20 Feet 5 Feet 15 Feet 20 Feet	Y
Max. Building Height	30 Feet	Y

<i>Existing Zoning</i>	<i>Permitted Density</i>	<i>Proposed Zoning</i>	<i>Permitted Density</i>	<i>General Plan</i>	<i>Permitted Density</i>
R-E (Residence Estates)	2.18 du/ac for a total of 15.30 units	R-PD3 (Residential Planned Development – 3 Units Per Acre)	3.59 du/ac for a total of 25.20 units	R (Rural Density Residential)	3.59 du/ac a total of 25.20 units

<i>Landscaping and Open Space Standards</i>				
<i>Standards</i>	<i>Required</i>		<i>Provided</i>	<i>Compliance</i>
	<i>Ratio</i>	<i>Trees</i>		
Buffer: Min. Trees	1 Tree/20 Linear Feet	46 Trees	46 Trees	Y
TOTAL		46 Trees	46 Trees	Y
Min. Zone Width	6 Feet		6 Feet	Y
Wall Height	6 Feet		6 Feet	Y

<i>Open Space – R-PD only</i>							
<i>Total Acreage</i>	<i>Density</i>	<i>Required</i>			<i>Provided</i>		<i>Compliance</i>
		<i>Ratio</i>	<i>Percent</i>	<i>Area</i>	<i>Percent</i>	<i>Area</i>	
7.02	2.99	1.65	4.93	15,086	4.99	15,260	Y

ANALYSIS

- Zoning

The applicant is requesting a Rezoning (ZON-16296) to R-PD3 (Residential Planned Development – 3 Units Per Acre). The proposal is consistent with the R-PD3 (Residential Planned Development – 3 Units Per Acre) District as it allows applicants some latitude in developing a site. The zoning is also consistent with the density in the area as there is R-PD3 (Residential Planned Development – 3 Units Per Acre) Zoning to the east across Torrey Pines.

- Site Plan

The applicant proposes a twenty-one lot subdivision on 7.02 acres. The lots range from 7,647 square feet to 11,329 square feet. The site gains access from Torrey Pines Drive, an 80-foot Secondary Collector street. Given that the applicant is requesting a private drive with a cul-de-sac greater than 500 feet, the applicant has provided an emergency access to Azure Drive.

As the proposal is for an R-PD3 (Residential Planned Development – 3 Units Per Acre) zoned development, the development standards are set by the applicant. Staff finds the above standards to be consistent with development in the area and provides sufficient protection for adjacent properties. The development also meets the open space requirements imposed by this request, which are consistent with the surrounding area.

- Waivers

No Title 19 waivers are required as part of this application. However, a formal Title 18 Waiver (WVR-16610) has been requested to allow approximately 173 feet between street intersections where 220 feet is the minimum distance separation required.

- Landscape Plan

On the perimeter of the development along Azure Drive and Torrey Pines Drive, the applicant provides six feet of landscape buffer with 24-inch Aleppo Pine trees at 30 feet on center and four, five-gallon Primrose Jasmine plants per tree.

The open space for this development consists of three separate parcels at the center of the development, totaling 15,260 square feet. The applicant provides Aleppo Pine trees, Primrose Jasmine plants, and a meandering trail. At the center roundabout, the applicant proposes benches, plants and trees.

- Elevation

The elevation plans depict both a one-story and two-story product with a garage at the front. All structures will have a concrete tile roof, a stucco exterior, and make use of contrasting colors to reduce visual monotony.

- Floor Plan

The applicant proposes four separate floor plans for the sites. They floor plans depict one and two-story homes ranging from 2,755 to 3,455 square feet in size with each having a three-car garage.

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 site is within the 330-foot buffer area of the Rural Preservation Overlay District. Within these buffer areas, residential development density is limited to three dwelling units per acre, unless good cause is shown. The density of the proposal is 2.99 units per acre, therefore the proposed twenty-one lot residential subdivision is compatible with surrounding residential development in product type, density, and design

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.**

As an R-PD3 (Residential Planned Development – 3 Units Per Acre) development, the subject proposal meets all development standards per all relevant plans and documents. A Waiver of Title 18 is being requested for to allow approximately 173 feet between street intersections where 220 feet is the minimum distance separation required.

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

The site is served by Torrey Pines Drive, a Secondary Collector 80 feet in width. Since the applicant is requesting a private drive with a cul-de-sac greater than 500 feet, the applicant has provided an emergency access to Azure Drive. The addition of twenty-one residential lots will not negatively affect this thoroughfare’s ability to handle traffic flow.

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

Building and landscape materials are compatible with the surrounding area.

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

The proposed elevations are not undesirable and will be compatible with the surrounding area and consistent with developments of this type.

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

Conditions 14-16, 18, 24 and 25 have been amended by the Planning Commission. Condition #13 shall be deleted if the new design is approved.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 9

ASSEMBLY DISTRICT 13

SENATE DISTRICT 9

NOTICES MAILED 186 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-16611** APN: 125-26203-002, 003, 004
Name of Property Owner: NEVADA Management Holding Co. LLC
Name of Applicant: NATIONAL Homes Corp.

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

☐ Yes

☒ 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: GINA MACKAY

Subscribed and sworn before me

This 13th day of Sept, 2006
Rachelle A. Juarez
Notary Public in and for said County and State

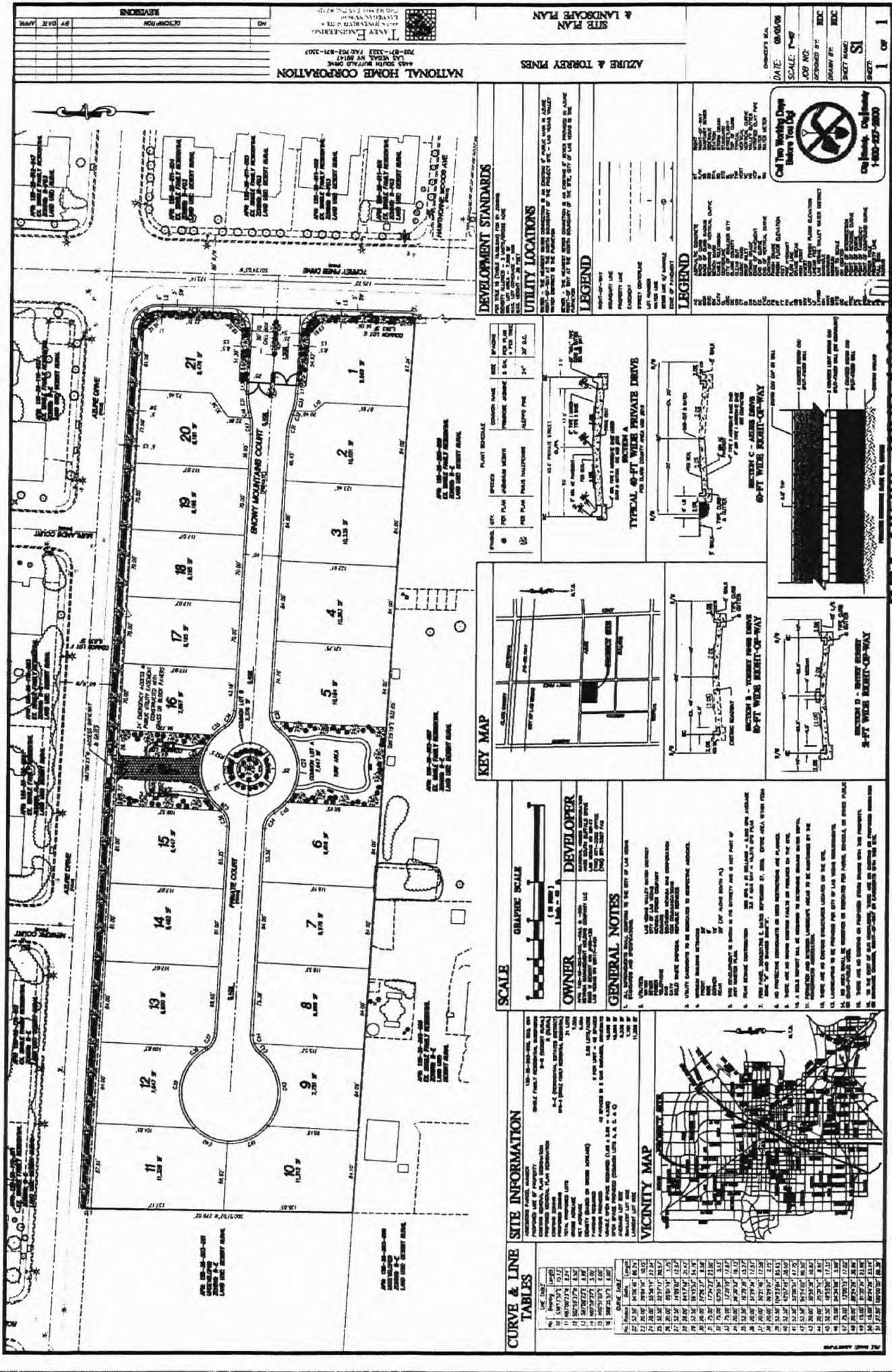


SEP 25 2006

ZON-16609 SDR-16611

REVISED 11/02/06 PC

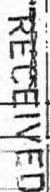
GPA-16538 WVR-16610



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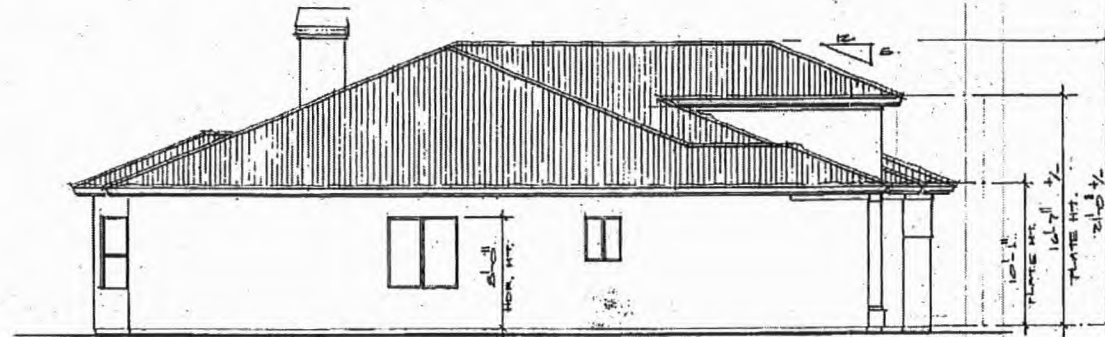
Fixed	.57
Sliding	.60
Casement	.60
Glass Block	.77

All exterior doors to be solid core, 1 3/4" thick, with weatherstripping and threshold u: value .55 .



WVR-16610 ZON-16609
SDR-16611 11/02/06 PC A-2

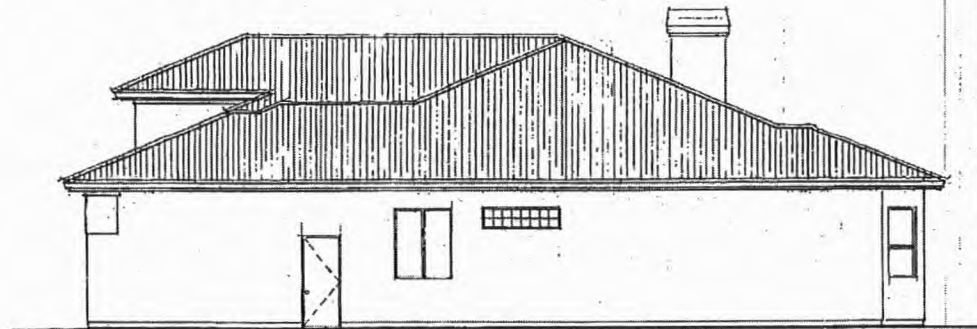
FLOOR PLAN



WEST ELEVATION

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

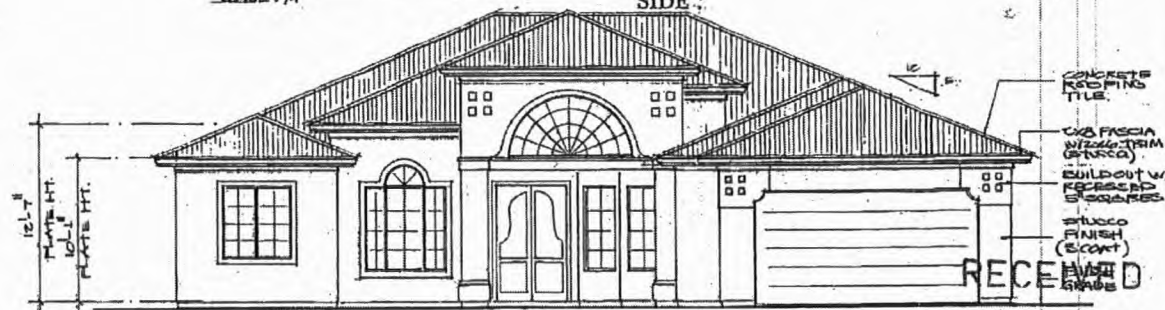
SIDE



EAST ELEVATION

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

SIDE



SOUTH ELEVATION

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

FRONT

RECEIVED

SEP 07 2006

WVR-16610 ZON-16609

SDR-16611 11/02/06 PC

PEAK DEVELOPMENT SERVICES
1000 N. Green Valley Parkway, Suite 300
Henderson, Nevada 89074

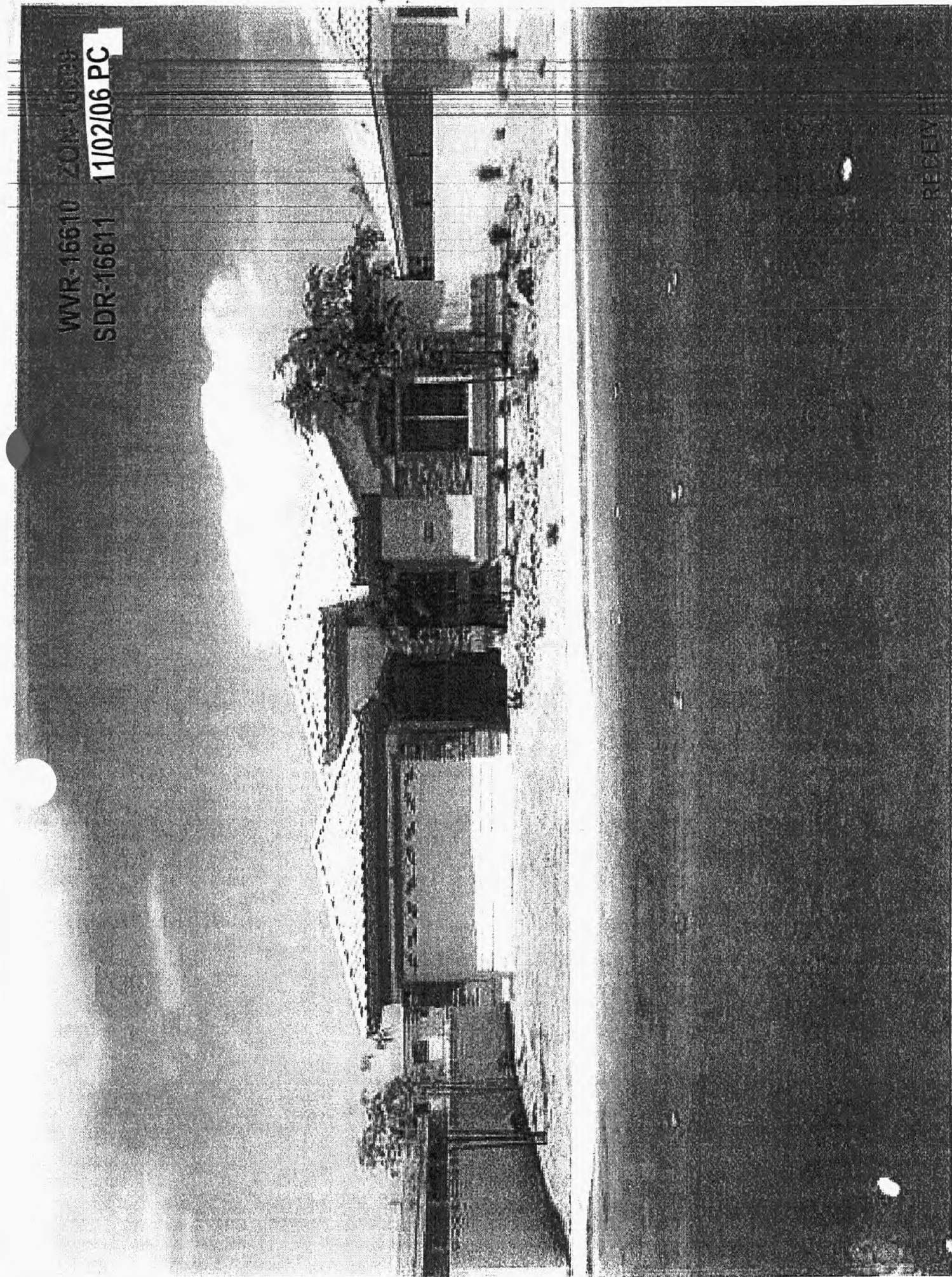
SADDLE ESTATES PLAN 5-2

EXTERIOR ELEVATIONS

DATE: JAN 06
SCALE: 1/8" = 1'-0"

1-3

WVR-16610 ZON-16639
SDR-16611 11/02/06 PC

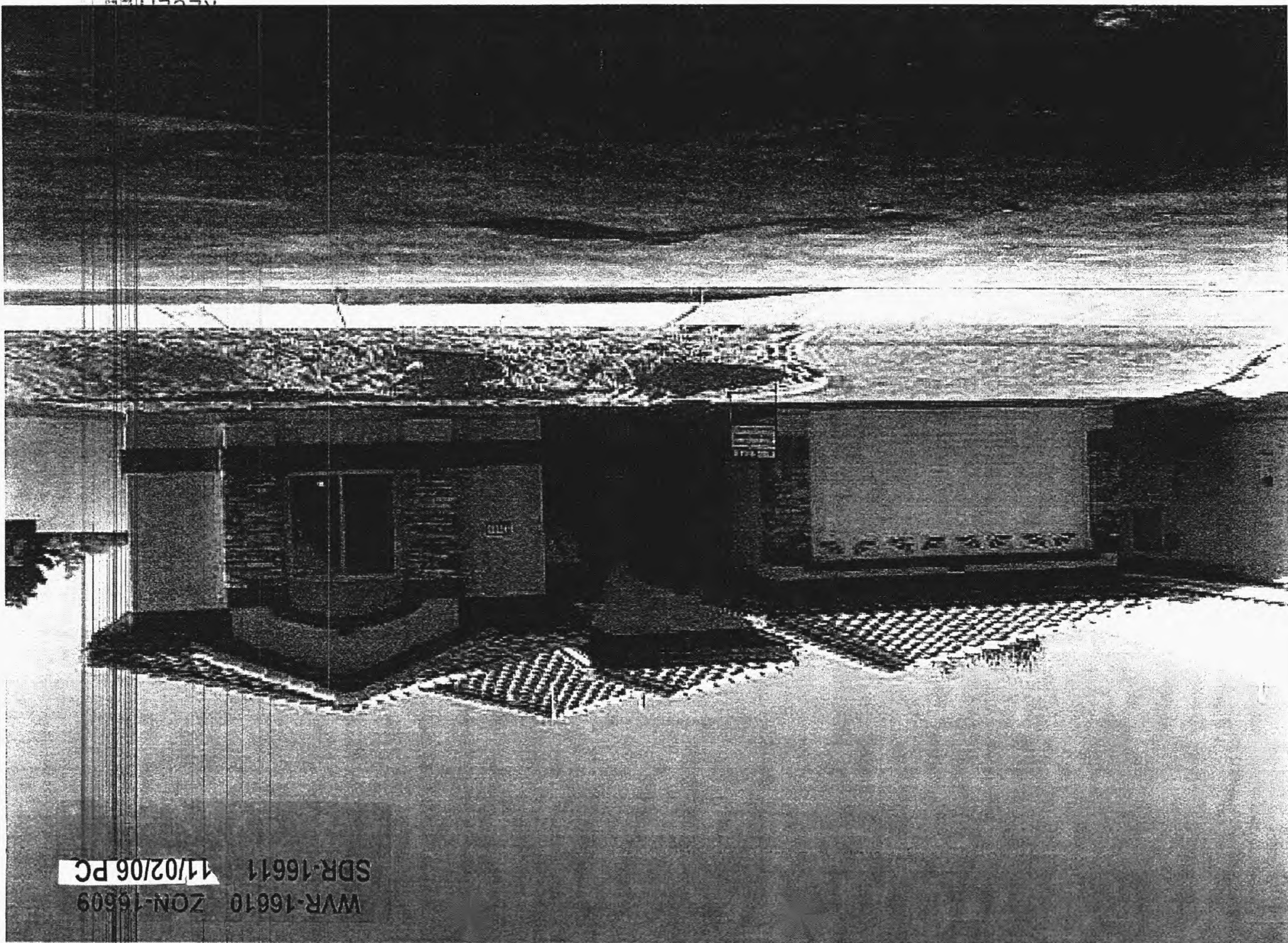


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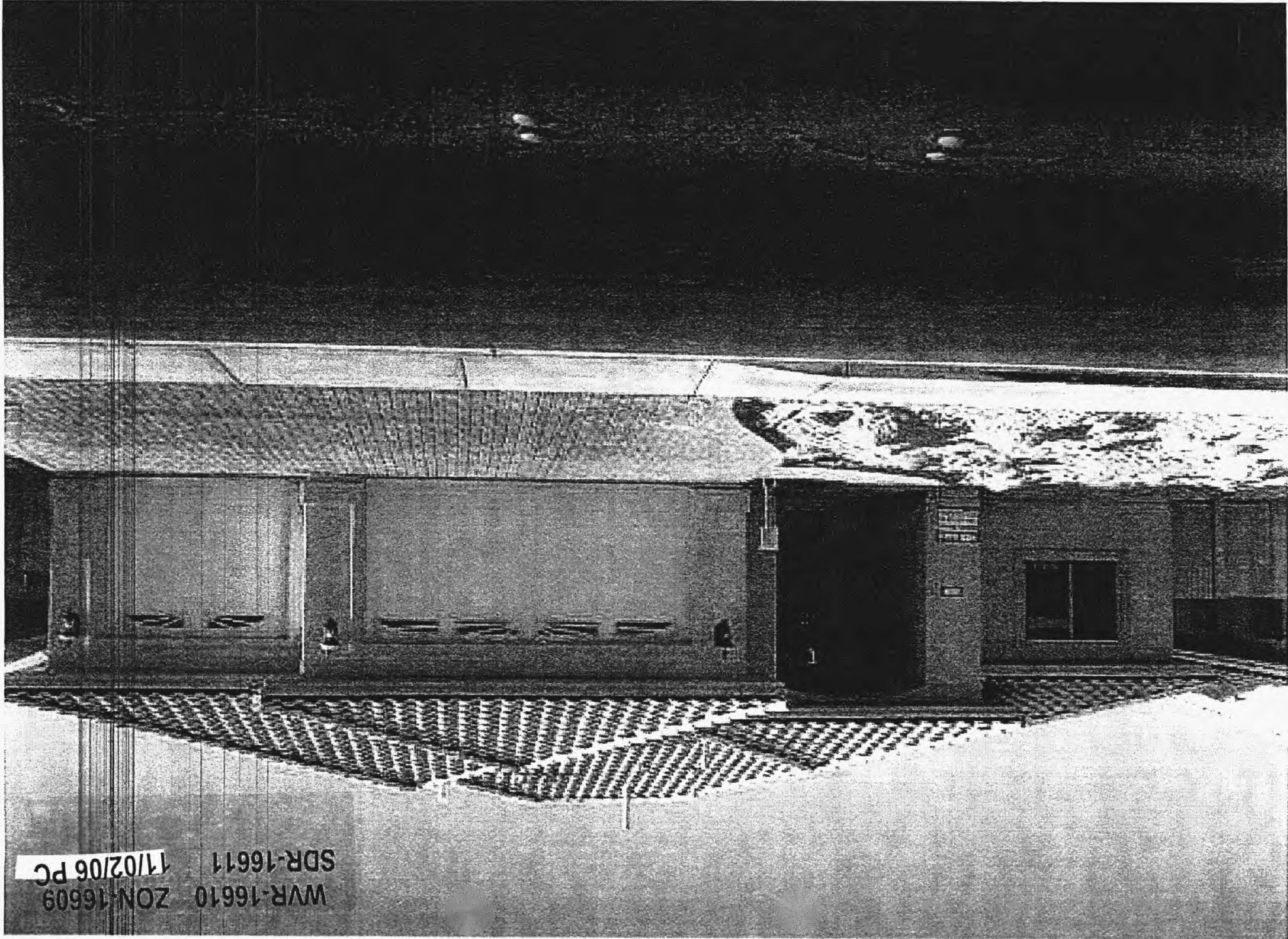
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WVR-16610 ZON-16609
SDR-16611 11/02/06 PC

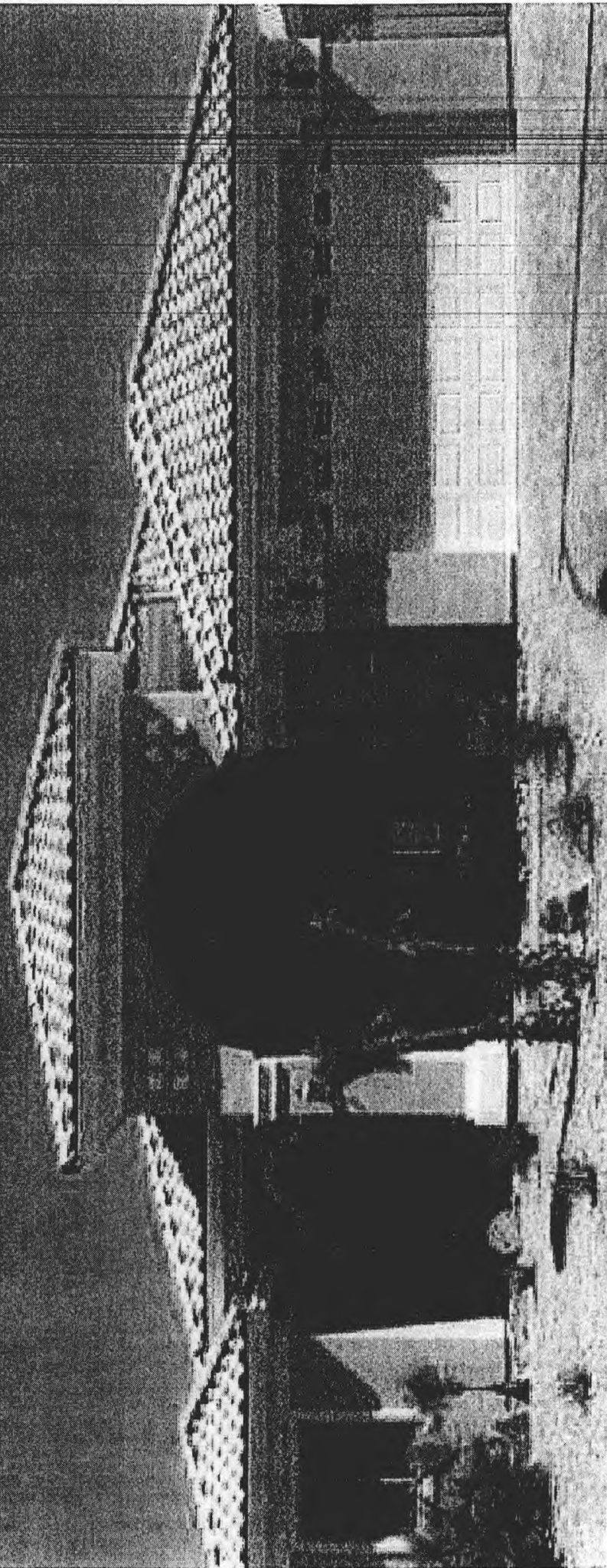
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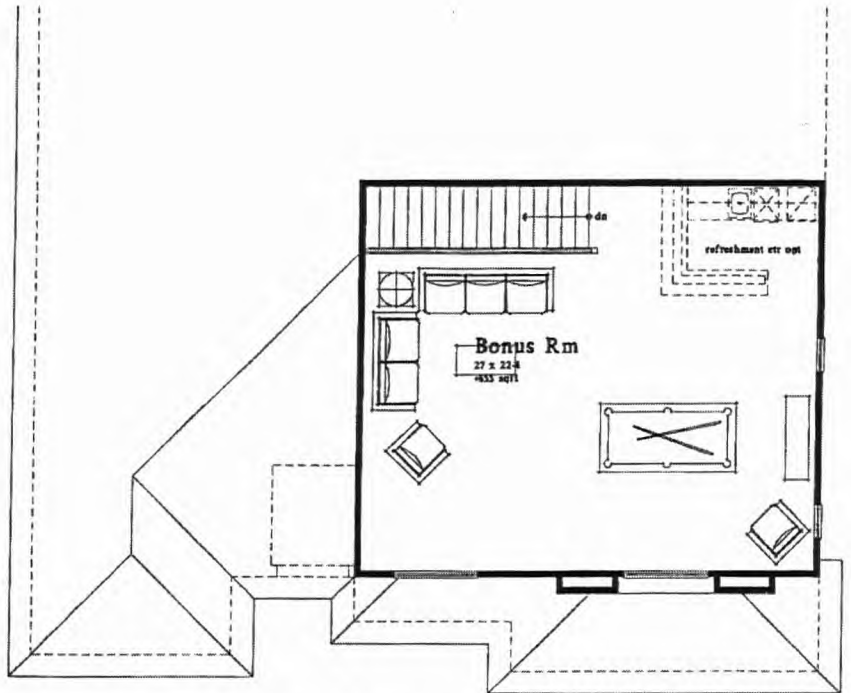


WVR-16610 ZON-16609
SDR-16611 11/02/06 PC

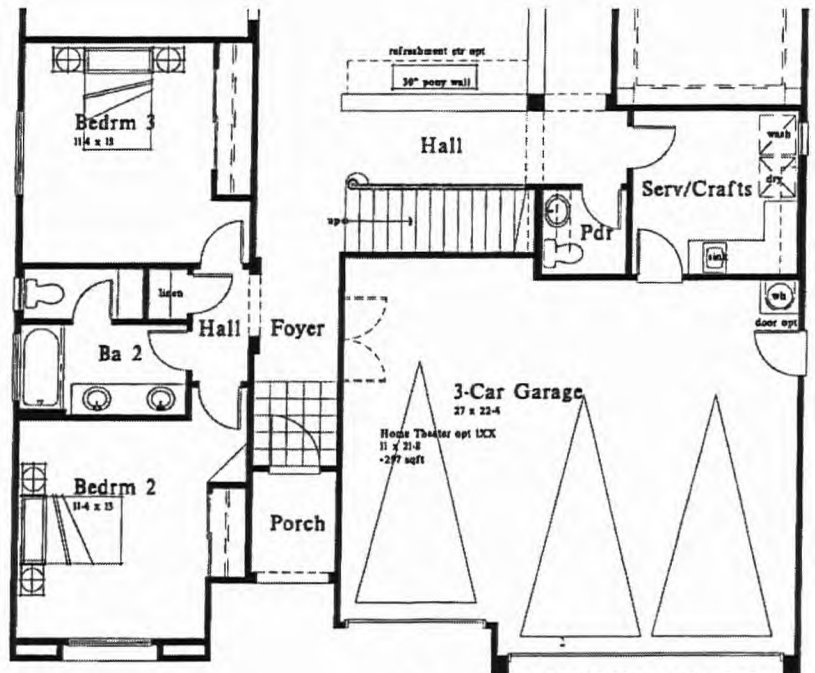
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SEP 07 2006





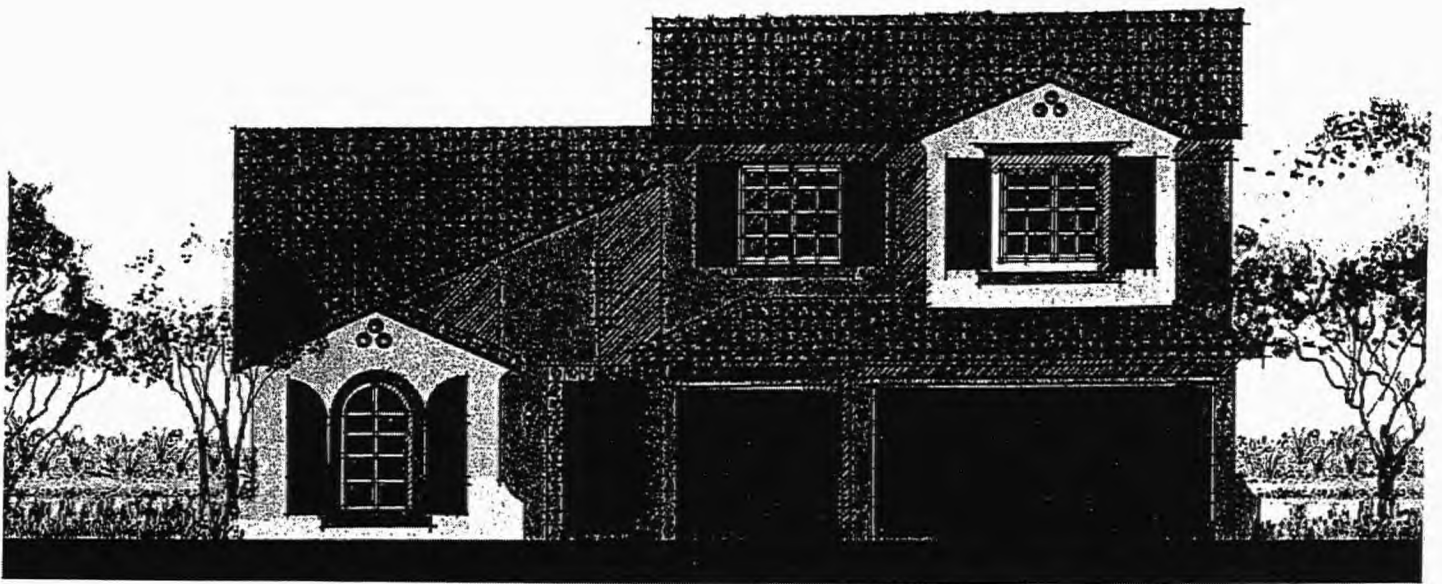
Conceptual Second Floor Plan IX
Second Floor: 655 sqft Total: 3,410 sqft



Conceptual First Floor Plan IX
First Floor: 2,755 sqft Total: 3,410 sqft

RECEIVED
OCT 23 2006

GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC



CONCEPTUAL ELEVATION PLAN 1X

OCT 23 2006

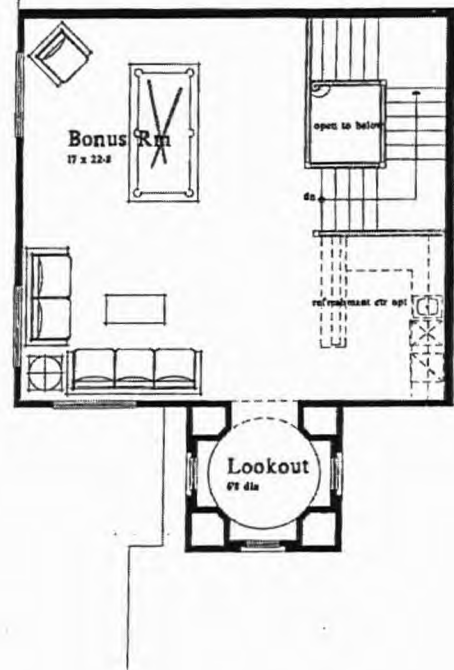
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WVR-16611 SDR-16611
REVISED 11/02/06 PC



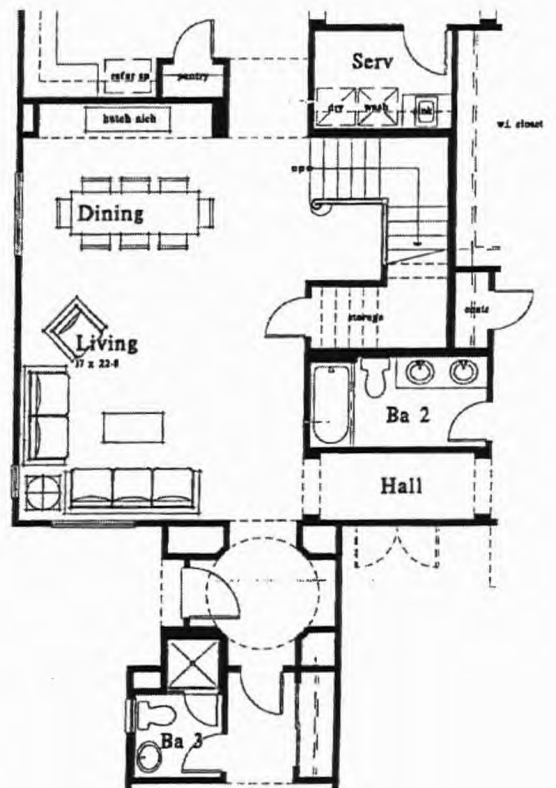
CONCEPTUAL ELEVATION PLAN 1X

OCT 23 2006

GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC



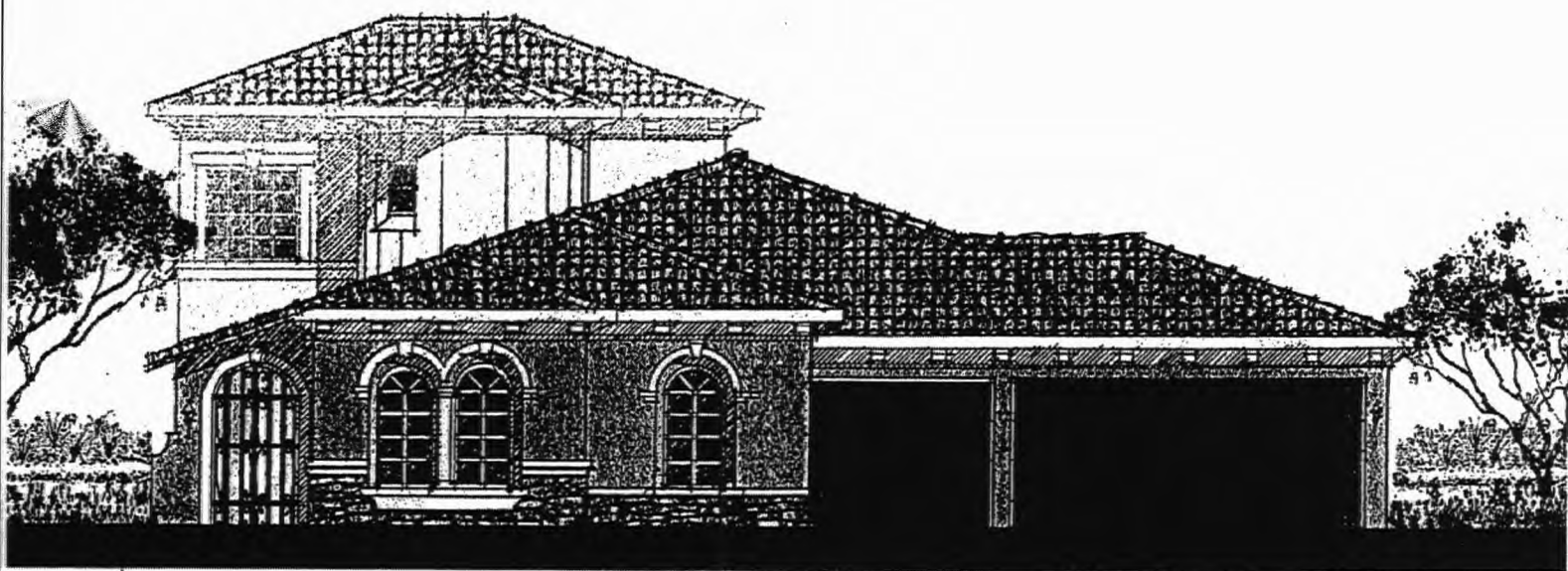
Conceptual Second Floor Plan 2X
 Second Floor: 595 sqft Total: 3,455 sqft



OUT 2 3 2006

GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC

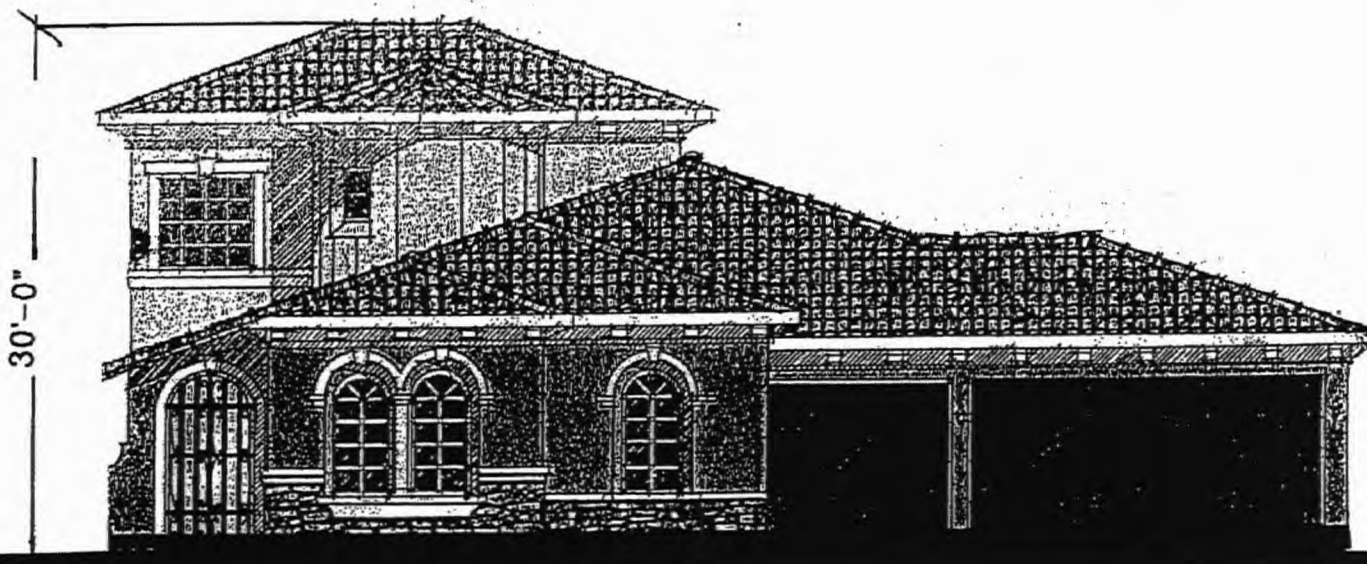
Conceptual First Floor Plan 2X
 First Floor: 2,860 sqft Total: 3,455 sqft



CONCEPTUAL ELEVATION PLAN 2X

11/23/2006

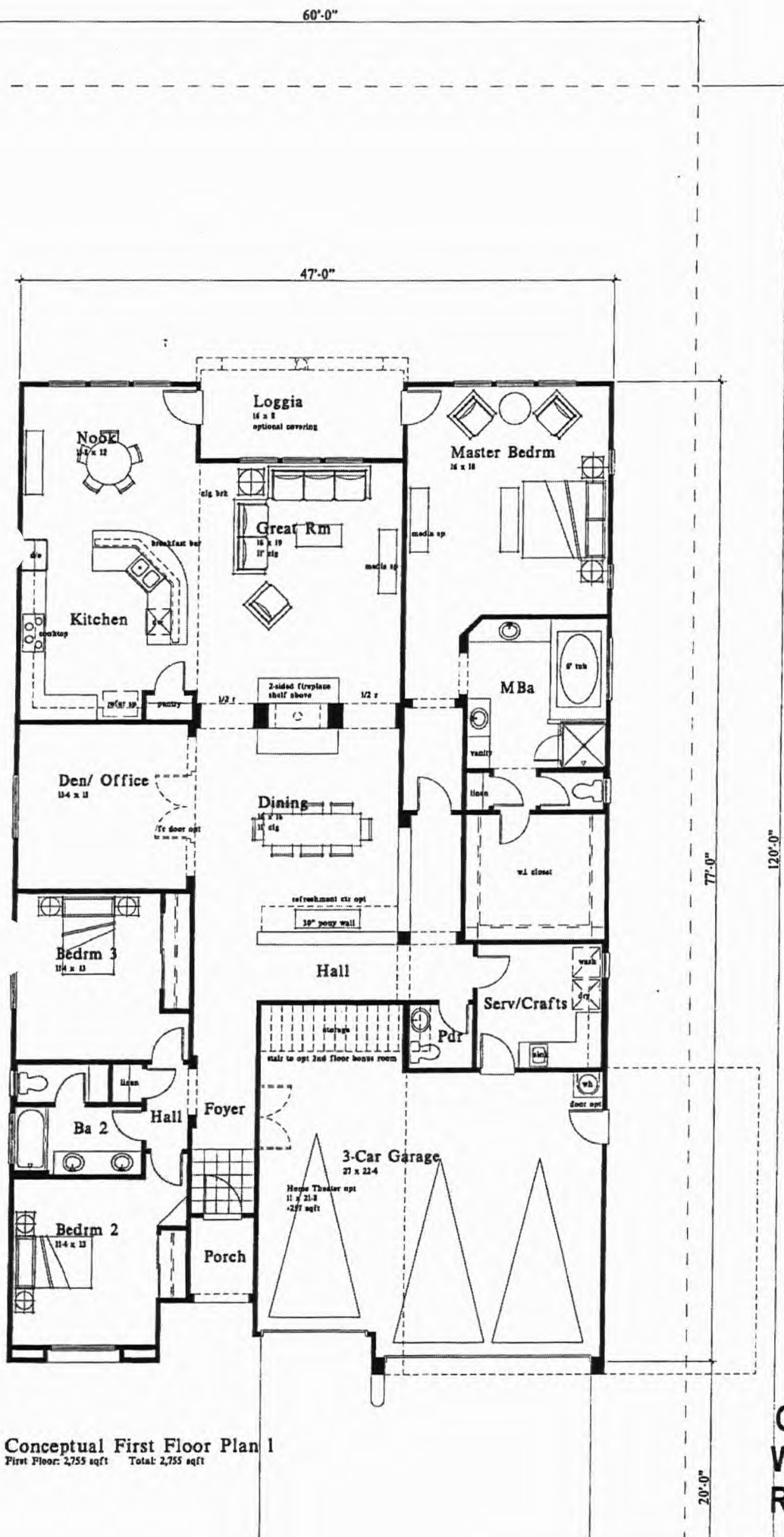
GPA-16538	ZON-16609
WVR-16611	SDR-16611
REVISED	11/02/06 PC



CONCEPTUAL ELEVATION PLAN 2X

REV 2-3-2006

GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC

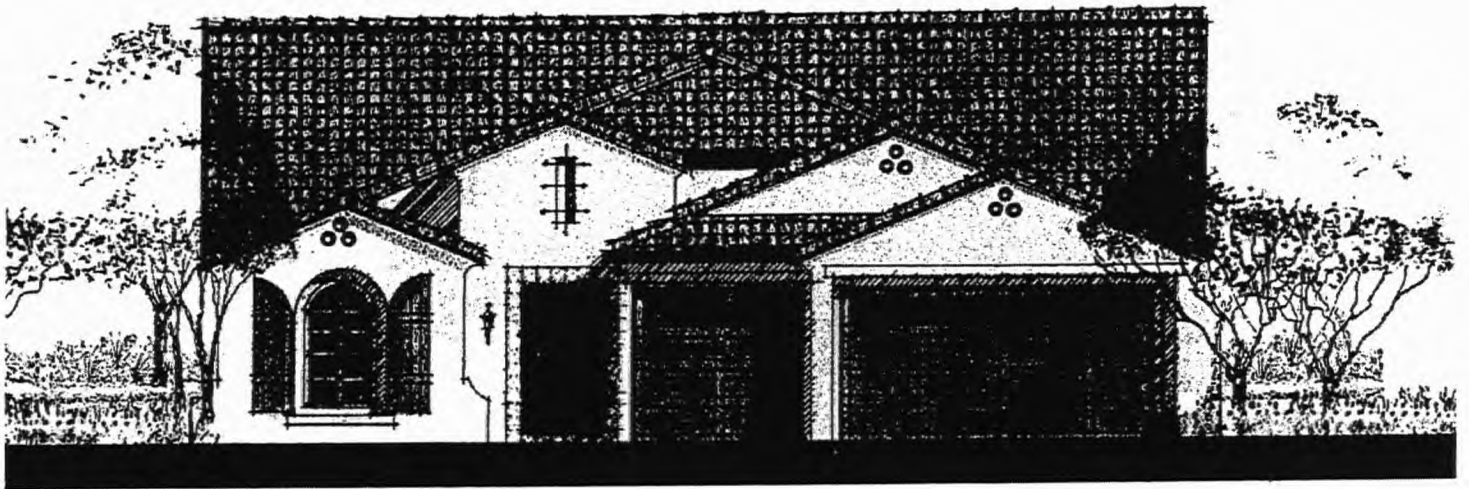


Conceptual First Floor Plan 1
First Floor: 2,755 sqft Total: 2,755 sqft

First Floor: 2,755 sqft Total: 2,755 sqft

OCT 23 2006

GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC



CONCEPTUAL ELEVATION PLAN 1

OCT 23 2006

GPA-16538	ZON-16609
WVR-16611	SDR-16611
REVISED	11/02/06 PC



CONCEPTUAL ELEVATION PLAN 1

OCT 23 2006

GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC

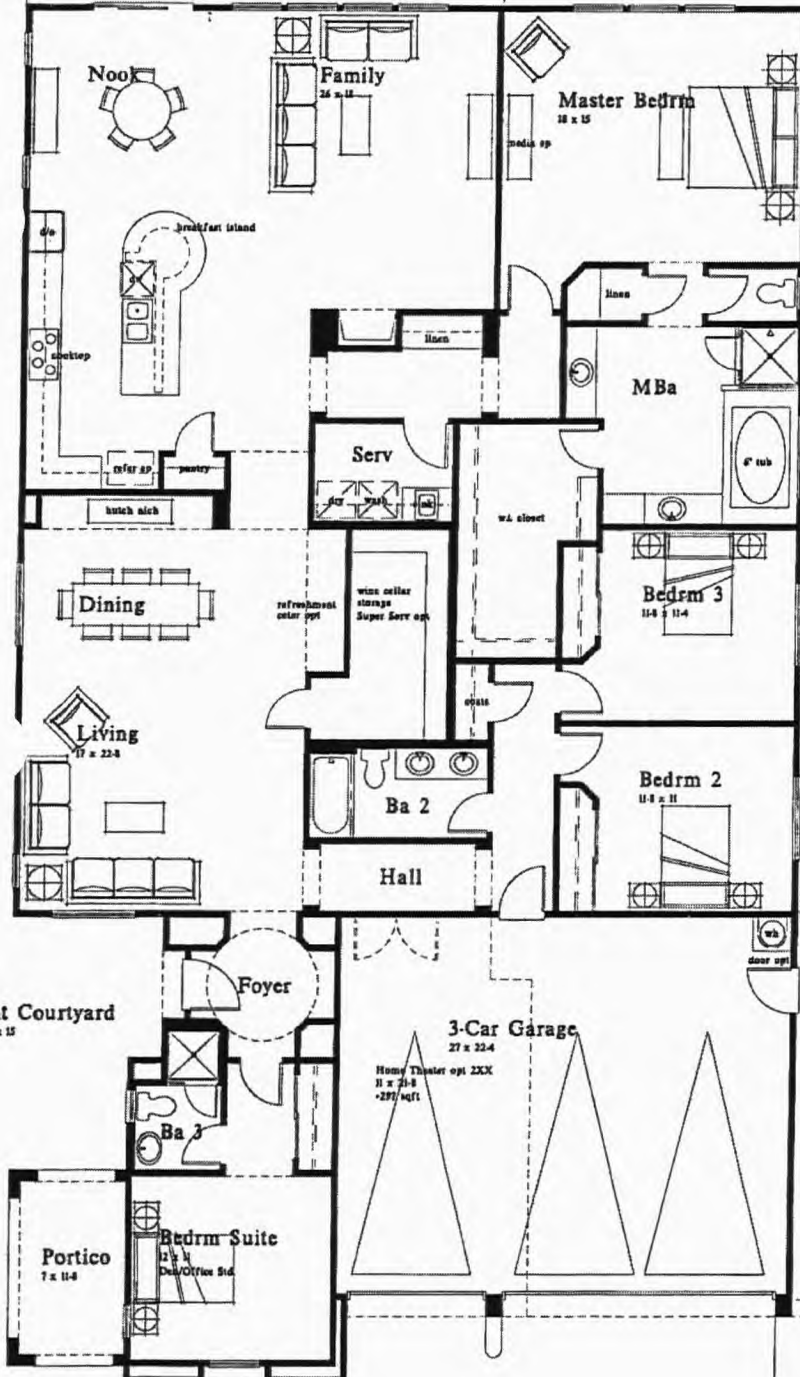
60'-0"

47'-0"

77'-0"

120'-0"

20'-0"



OCT 23 2006

Conceptual First Floor Plan 2
First Floor: 2,860 sqft Total: 2,860 sqft

GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC



CONCEPTUAL ELEVATION PLAN 2

OCT 23 2006

GPA-16538	ZON-16609
WVR-16611	SDR-16611
REVISED	11/02/06 PC

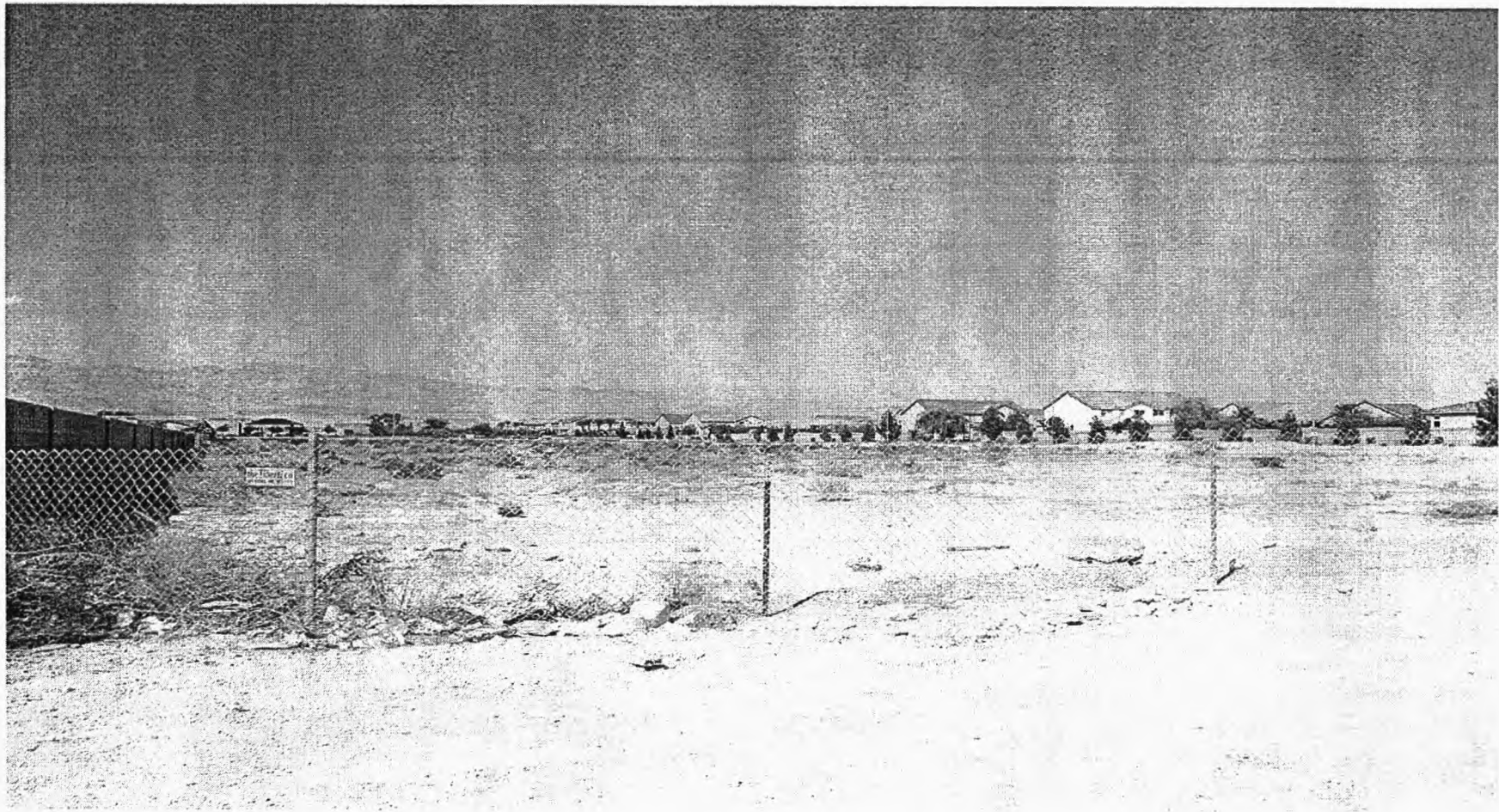


CONCEPTUAL ELEVATION PLAN 2

OCT 23 2006

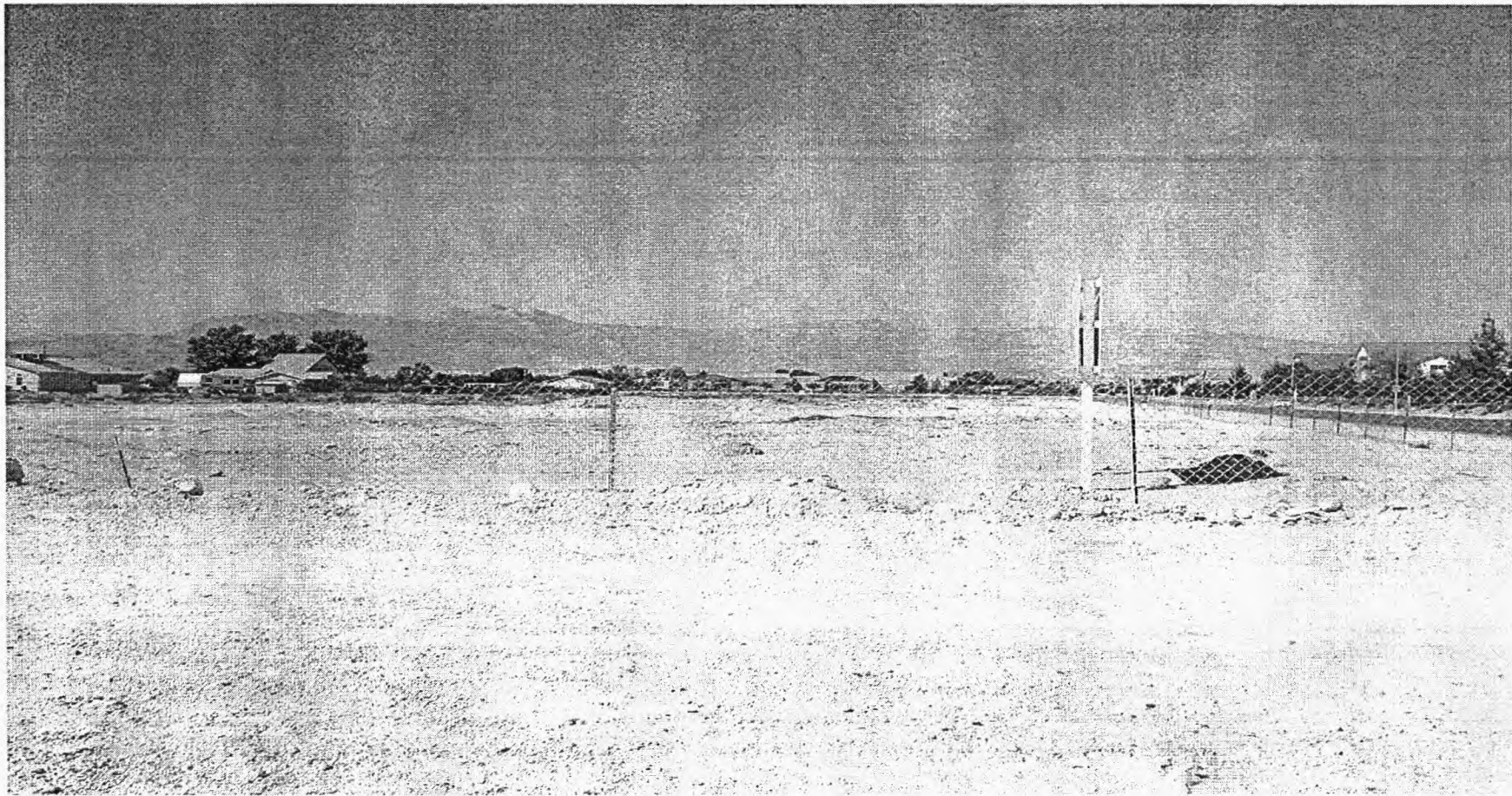
GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC

SDR 16611				
National Homes Corporation				
SWC Torrey Pines & Azure				
Proposed 21 unit single family development.				
Traffic produced by proposed development:				
New Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	21	9.57	201
AM Peak Hour			0.75	16
PM Peak Hour			1.01	21
(heaviest 60 minutes)				
Existing traffic on all nearby streets:				
Torrey Pines Drive				
Average Daily Traffic (ADT)	1,062			
PM Peak Hour	85			
(heaviest 60 minutes)				
Azure Drive				
Average Daily Traffic (ADT)	2,958			
PM Peak Hour	237			
(heaviest 60 minutes)				
Traffic Capacity of adjacent streets:				
	Adjacent street ADT			
	Capacity			
Torrey Pines Drive	32585			
Azure Drive	3000			
This project will add approximately 201 trips per day on Torrey Pines and Azure. This will increase expected volumes on Torrey Pines by about 19 percent and Azure by about 7 percent. Torrey Pines is at about 3 percent of capacity and Azure is at about 99 percent of capacity.				
Based on Peak Hour use, this development will add roughly 21 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.				



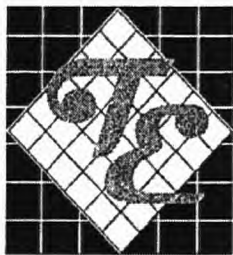
GPA-16538, ZON-16609, WVR-16610, & SDR-16611 - APPLICANT: NATIONAL HOMES CORP. -
OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC
SOUTHWEST CORNER OF TORREY PINES DRIVE AND AZURE DRIVE
NOVEMBER 2, 2006 PLANNING COMMISSION

09/26/06



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NOVEMBER 2, 2006 PLANNING COMMISSION

09/26/06



TANEY ENGINEERING

4445 S. JONES #1

LAS VEGAS, NEVADA 89103

TELEPHONE: (702) 362-8844

FAX: (702) 362-5233

September 25, 2006

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

**Re: Justification Letter for General Plan Amendment, Site Development
Review, Zone Change to RPD-3, and Wavier of Title 18 for 7-acres at Azure
& Torrey Pines SWC**

To Whom It May Concern:

On behalf of our client, National Homes Corporation, we are proposing to change the General Plan Designation for 7.02 gross acres located at the southwest corner of Azure and Torrey Pines from Desert Rural to Rural. In recent years, many properties in the area have been built out as residential subdivisions; the ones adjacent to the east and northeast of the site were built out as R-PD3 subdivisions, similar to this requested application. The proposed amendment to the General Plan will allow a zoning classification (R-PD3) which imposes burdens similar to the burdens imposed by the classification currently provided for (R-E) under the General Plan. The proposed general plan change will allow for an additional 7 residential lots, which has a very small impact and burden on the existing infrastructure and public safety. The proposed R-PD3 residential subdivision is located on approximately 7.02 gross acres that are currently zoned R-E. The project site is bounded by Azure on the north, Torrey Pines on the east, existing residential homes on the south, and undeveloped R-E zoned property to the west. The proposed subdivision consists of 21 lots with a gross density of 2.99 dwelling units per acre. The residential subdivision is proposed to have the following setbacks:

Front – 20-ft from back of curb

Side – 5-ft

Corner – 15-ft

Rear – 20-ft (30-ft along south property line except cul-de-sac lots)

Patio Cover rear yard – 10-ft

Maximum Building Height is 35-ft

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The proposed development will consist of homes ranging in size from 3000-sf to over 4000-sf size. Open space has been provided in accordance with city requirements in 3 centrally located areas. The subdivision consists of a cul-de-

sac with access from Torrey Pines right-of-way. The cul-de-sac is over the maximum length of 500-ft, and permission is being requested with the site plan review to allow this with a condition that emergency access be allowed to Azure in a manner that is suitable to the fire department. Perimeter landscaping will be provided abutting all public streets in conformance with City of Las Vegas Standards. A detached sidewalk is requested along Azure right-of-way, with a 6-ft landscape area located between the sidewalk and the back of curb, the sidewalk would abut the decorative perimeter wall. This is being done in an effort to increase the distance between pedestrians and traffic, this street serves as a main walking to the near by school and this was a concern of several neighbors at the previous meetings.

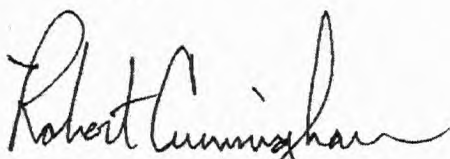
In addition, we are applying for a waiver of Title 18.12.160 which states that

"any intersection of any street that provides external access from a subdivision to any existing or planned street abutting the subdivision which has a right-of-way of sixty feet or more shall be offset from any other intersection by at least two hundred twenty feet, measured from centerline to centerline".

We are requesting to allow the intersection of a 51-ft gated private entry street and a 60-ft public street (Azure Drive) to be approximately 173.14-ft, as well as to allow the intersection of a 51-ft gated private entry street and an 40-ft private street (Hawthorne Woods Avenue) to be approximately 175.72-ft for a proposed 21-lot subdivision. Since the project site is located in a low density surrounding area with low traffic volumes, we believe that the 220-ft minimum intersection offset should not be warranted. In addition, the request in minimizing the intersection offset would be a deviation of approximately 21% from Title 18. Approval of this request will have no adverse impact on the surrounding community.

If you have any questions or need any additional information please do not hesitate to contact this office.

Sincerely,



Robert Cunningham, P.E.
Taney Engineering

**GPA-16538 WVR-16610
ZON-16609 SDR-16611
REVISED 11/02/06 PC**

**KUMMER
KAEMPFFER**

ATTORNEYS AT LAW

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CARSON CITY OFFICE
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Carson City, NV 89703
Tel: 775.882.1311
Fax: 775.882.0257

November 16, 2006

VIA FACSIMILE
382-4803

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

**Re: GPA-16538; SDR-16611; ZON-16609; WVR-16610
Azure/Torrey Pines**

Dear Ms. Ronemus:

Our office represents the applicant in the above-referenced matters. We respectfully request these matters be continued from the presently scheduled City Council meeting of December 6, 2006 until December 20, 2006. The additional time is needed to revise our site plan.

Thank you for your consideration.

Sincerely,

KUMMER KAEMPFFER BONNER RENSCHAW & FERRARIO



Stephanie Allen

SHA/mlt

cc: Marsha Bean (via fax: 871-3307)
Doug Rankin (via fax: 385-7268)



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