

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 20, 2006**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

SPECIAL USE PERMIT RELATED TO GPA-16201 AND ZON-16196

SUP-16198 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - Request for a Special Use Permit FOR A PROPOSED 3,169 SQUARE FOOT AUTO REPAIR GARAGE, MAJOR AND A WAIVER TO ALLOW SERVICE BAYS TO FACE A PUBLIC RIGHT OF WAY 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 31

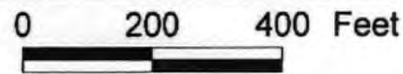
Motion made by GARY REESE to Table Item 107 [GPA-16202], Item 108 [ZON-16196], Item 109 [SUP-16198], Item 110 [SUP-16200] and Item 111 [SDR-16197]; HOLD IN ABEYANCE Item 116 [ZON-15031], Item 117 [SDR-15030], Item 132 [SDR-17298], Item 152 [RQR-17098] and Item 154 [SDR-17057] to 1/3/2007; Item 122 [VAR-16165], Item 127 [SDR-15747], Item 133 [GPA-16511], Item 134 [ZON-16519], Item 135 [VAR-16525] and Item 136 [SDR-16522] to 1/17/2007; Item 137 [GPA-16578], Item 138 [ZON-16580] and Item 139 [SDR-16581] to 2/7/2007; and Item 153 [SUP-13490] to 2/21/2007

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

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

Minutes:

See Item 107 for related backup.



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



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 20, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ABEYANCE - SUP-16198 - APPLICANT: JOHN VIVIER

ARCHITECT - OWNER: FRED NAZARYAN

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 6, 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 Major Auto Repair use.
2. 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, if approved.
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 Major Automotive Repair Facility with a waiver to the condition requiring all service bays to not face public rights-of-way lat 5001 W. Charleston Boulevard. A companion plan amendment (GPA-16201), Site Development Plan Review (SDR-16197), and a Special Use Permit (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-16200 and SDR-16197 concurrently with this application. The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item#31/mh).
<i>Related Building Permits/Business Licenses</i>	
1964	Primary 1540 sq. ft. building constructed at 5001 West Charleston Boulevard.
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.

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 was adjourned at 6:30 pm.

Details of Application Request	
Site Area	
Gross Acres	0.51

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:

Pursuant to Rule 1716, 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
TOTAL (including handicap)			23	1	23	1	Y
Loading Spaces			1		1		Y

Waivers		
Request	Requirement	Staff Recommendation
To allow service bay openings to face public rights-of-way	Openings to the service bays shall not face public rights-of-way and shall be designed to minimize the visual intrusion into adjoining properties.	As the applicant has submitted plans depicting the bays "As Existing" and has made no effort to remedy the problem, we are recommending denial.

ANALYSIS

An Automotive Repair Garage, Major, is only permitted with the approval of a Special Use Permit in the C-2 (General Commercial) zoning district. The subject area fronts Charleston Boulevard and is predominated by C-1 (Limited Commercial) zoned lots. 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 an Automotive Repair Facility, Major that would be a nuisance to adjacent uses. It is worthy to note that the applicant has previously received approval for a Special Use Permit for an Automotive Repair Garage, Minor in which certain conditions of approval have not been maintained. Specifically, conditions #8 and #9, requiring the removal of razor-wire fencing and illegal signage.

The proposed use of this application is an increase in intensity of use and that there has been no proposed remedy addressing the service bays facing public rights-of-way staff cannot support this request.

Ultimately, the need for a General Plan Amendment and a Rezoning in order to apply for Special Use Permit that is an increase in intensity of use from a previously granted Special Use Permit demonstrates 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. 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 facility, as proposed, does not meet the conditions for an Auto Repair Garage, Major as that there is inadequate screening of the service bays and that the intensity of land use proposed is out of character with the surrounding area. Also, there is question as to the adequacy of the area dedicated to the storage of vehicles and parts.

In regard to "3":

The subject site is located along Charleston Boulevard which would adequately serve an Auto Repair Garage, Major. With the additional uses proposed, there may be question as to adequate interior access.

In regard to "4":

The Auto Repair Garage, Major is an increase in use to the already existing Auto Repair garage, Minor that has received complaints. As such, since the proposed use is part of an ensemble of uses, the end result is an Auto Repair facility that is better suited in an industrially-zoned area.

In regard to "5":

The facility, as proposed, does not meet the conditions for an Auto Repair Garage, Major per 19.04 as that there is inadequate screening of the service bays and there is question as to the adequacy of the area dedicated to the storage of vehicles and parts.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

12

ASSEMBLY DISTRICT 3

SENATE DISTRICT 11

NOTICES MAILED 140 by City Clerk

APPROVALS 2

PROTESTS 1



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-16198** APN: **163.01.502.011**
Name of Property Owner: **FRED NAZARYAN**
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: _____

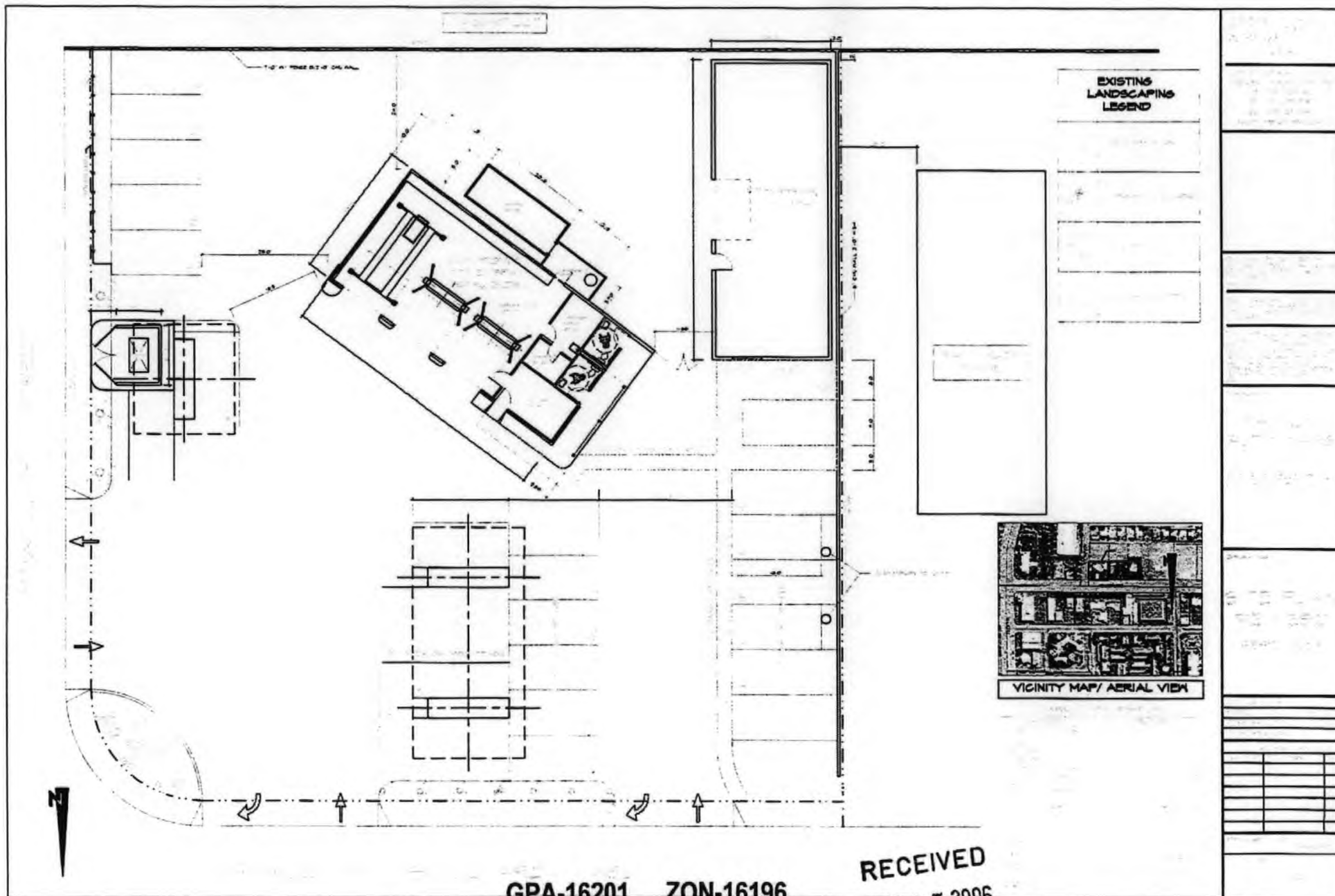
Print Name: **FRED NAZARYAN**

Subscribed and sworn before me

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

Karen Rodriguez
Notary Public in and for said County and State





GPA-16201 ZON-16196
 SUP-16198 SUP-16200
 SDR-16197
 REVISED 10/05/06 PC

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.

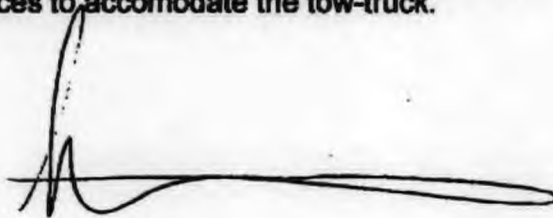
Minor technical interventions often lead to more severe diagnostics for which necessary repairs are not allowed on location, therefore causing a considerable loss of business.

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-16198
10/05/06 PC

RECEIVED
CITY CLERK

NOTICE OF PUBLIC HEARING

2006 OCT 24 P 4: 21

SPECIAL USE PERMIT

10-23-06

my Charleston Plaza LLC
5100 W. Charleston

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

DAVID LEVY - owner

SUP-16198

APPLICANT: JOHN VIVIER ARCHITECT - OWNER: FRED NAZARYAN - REQUEST FOR A SPECIAL USE PERMIT FOR A PROPOSED 3,169 SQUARE FOOT AUTO REPAIR GARAGE, MAJOR AND A WAIVER TO ALLOW SERVICE BAYS TO FACE A PUBLIC RIGHT OF WAY 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>



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

BARBARA JO RONEMUS
CITY CLERK

SEE LOCATION MAP ON REVERSE SIDE

Thank you

D. Levy

D. Levy

Submitted after final agenda

Date 10/25/06 Item #94

34P-16198

City Council -

I am opposed for the request
for a special use permit for a
an auto repair garage. It is
down grading the appearance
of the businesses, besides the
people who live in this area.

Thank You

Sincerely
Lyla Franks
5104 Lytton Ave
Los Vegas Nev.

RECEIVED
CITY CLERK

2006 OCT 30 A 10:57

Protest

Submitted after final agenda

Date 10/30/06 Item # 94

**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
requests for a rezoning for
Fred Nazaryan. The place he
has now is an eye-sore - looks
like a use car lot with tires
piled up in back.
Enough is enough.

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

GPA - 110201
ZON - 110196
SUP - 110198
SUP - 110200
SDR - 110197

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

RECEIVED
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

RECEIVED
OCT 02 2006

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

A

October 3, 2006

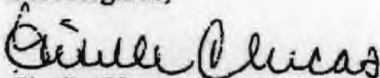
To Whom it May Concern:

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-116201
ZCN 116196
SUP 116198
SUP 116200
SDR- 116197

ITEM # 2733
CASE # 2006-116197
PC MTG 11-03-06

17



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 Ean - Marcus Gobel - Rose Honrath - June Ingram - Rick Johnson - Sherry Mason
- Gene & Pearl Lonardo - Dorothy Orr - Barbara Roth - Layne Rushforth - Dennis Ardine - Pamela Stancliffe - Others



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 requested.

APPROVAL of applicant Fred Nazaryan for GPA-16201 and for a

GENERAL COMMERCIAL so that he can repair car maintenance.

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 we 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 - Gene & Pearl Lonardo - Sherry Mason - Dorothy Orr - Barbara Roth - Layne Rushforth - Pamela

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-1626) WHICH WILL ALLOW GENERAL COMMERCIAL (GC), item APN 16140-502-011 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 N. Sierra Ave	88-4790
Frank A. Jackson	700 BUSH GARDEN LN	6563655
David Villa	1409 Potent Street	2-437-4988
Josphia Tealdo	500 Sierra Vista Dr 231	2-336-1949
Scott Peterson	3659 Mooncrest Cir LV 8912	2-813-6910
John Laguna	7634 Silver Wells Rd LV 8912	702-839-8724
Rhonda Kell	" "	702-580-7632
Frank Remington	6244 Rialto Way	2-8782992
Laura Shipdary	4433 Aberdeen Ln	2-107-501550
Jesus Lopez	" "	" "
John Montenegro	5221 N. Liberty Ave	87-6067
John Montenegro	" "	" "
John Peterson	3659 Mooncrest Cir	2-813-6910
John Peterson	" "	" "
John Peterson	" "	" "
John Peterson	4464 Roscommon St	702-397-8110
John Peterson	6200 Bonanza Way	702-878-3182
John Peterson	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. TO BE APPROVED BY YOU FOR THEIR APPLICATION (GPA-162) WHICH WILL ALLOW GENERAL COMMERCIAL (GC), item APN 160-1-502-011 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 fix 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 LN	758-2019
Thelma E. Slaughter	5913 Pebble Beach Pkwy	638-8767
Michael Slaughter	5913 Pebble Beach Pkwy	638-8101
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 & Scott Thorne
Danielle Thorne and Scott Thorne

RECEIVED AFTER
PC MEETING

September 28, 2006

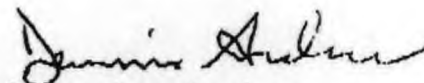
To whomever has the authority to allow the business of FAMILY AUTO CARE operated by Fred Nazaryan to do engine repair at 5100 W. Charleston Blvd.:

We have lived in Las Vegas for more than 10 years and have known 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 20, 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

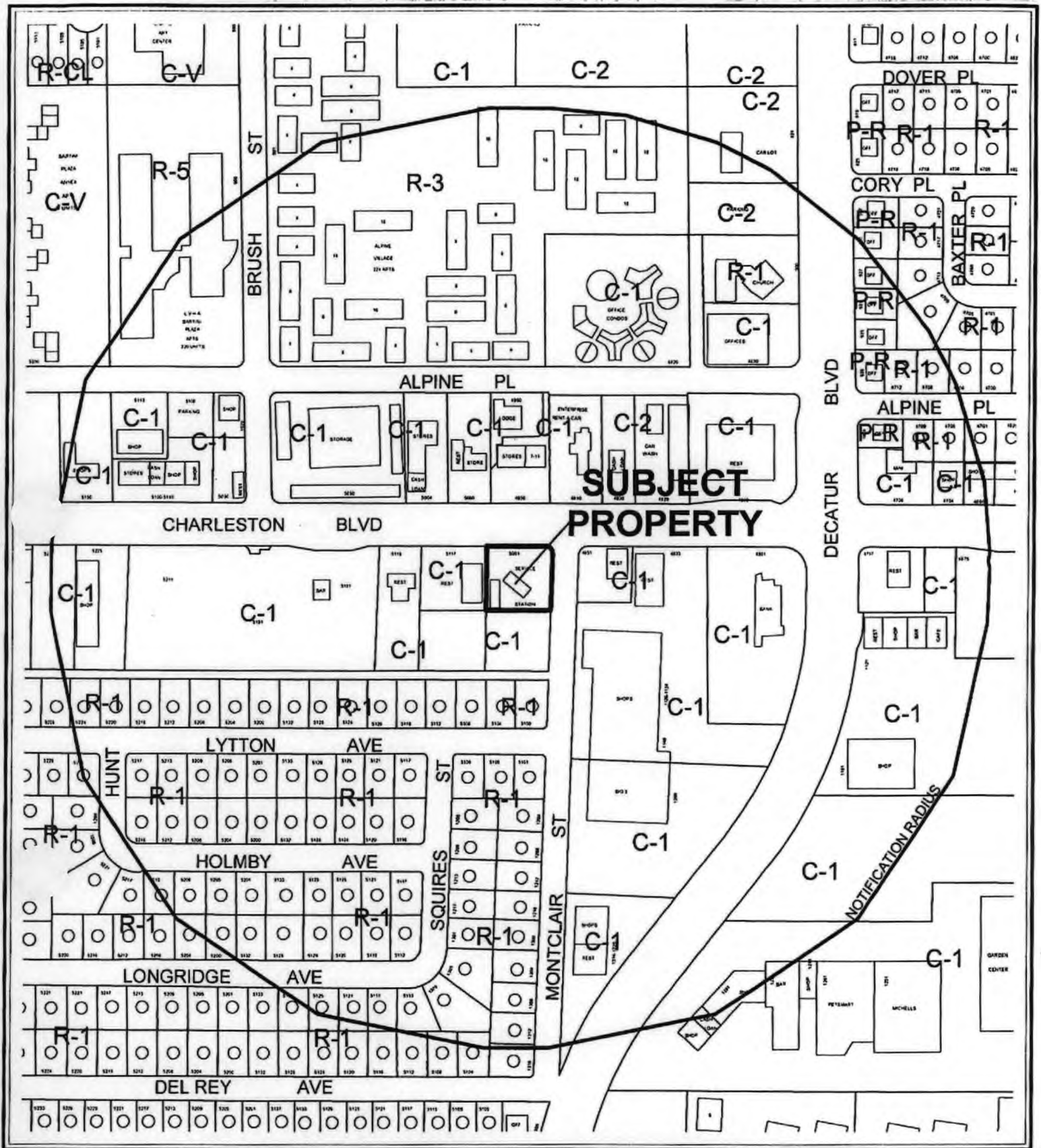
Motion made by GARY REESE to Table Item 107 [GPA-16202], Item 108 [ZON-16196], Item 109 [SUP-16198], Item 110 [SUP-16200] and Item 111 [SDR-16197]; HOLD IN ABEYANCE Item 116 [ZON-15031], Item 117 [SDR-15030], Item 132 [SDR-17298], Item 152 [RQR-17098] and Item 154 [SDR-17057] to 1/3/2007; Item 122 [VAR-16165], Item 127 [SDR-15747], Item 133 [GPA-16511], Item 134 [ZON-16519], Item 135 [VAR-16525] and Item 136 [SDR-16522] to 1/17/2007; Item 137 [GPA-16578], Item 138 [ZON-16580] and Item 139 [SDR-16581] to 2/7/2007; and Item 153 [SUP-13490] to 2/21/2007

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

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

Minutes:

See Item 107 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)



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 20, 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 DECEMBER 6, 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.

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.

Details of Application Request	
Site Area	
Gross Acres	0.51

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:

Applicable to Title 19A18, 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

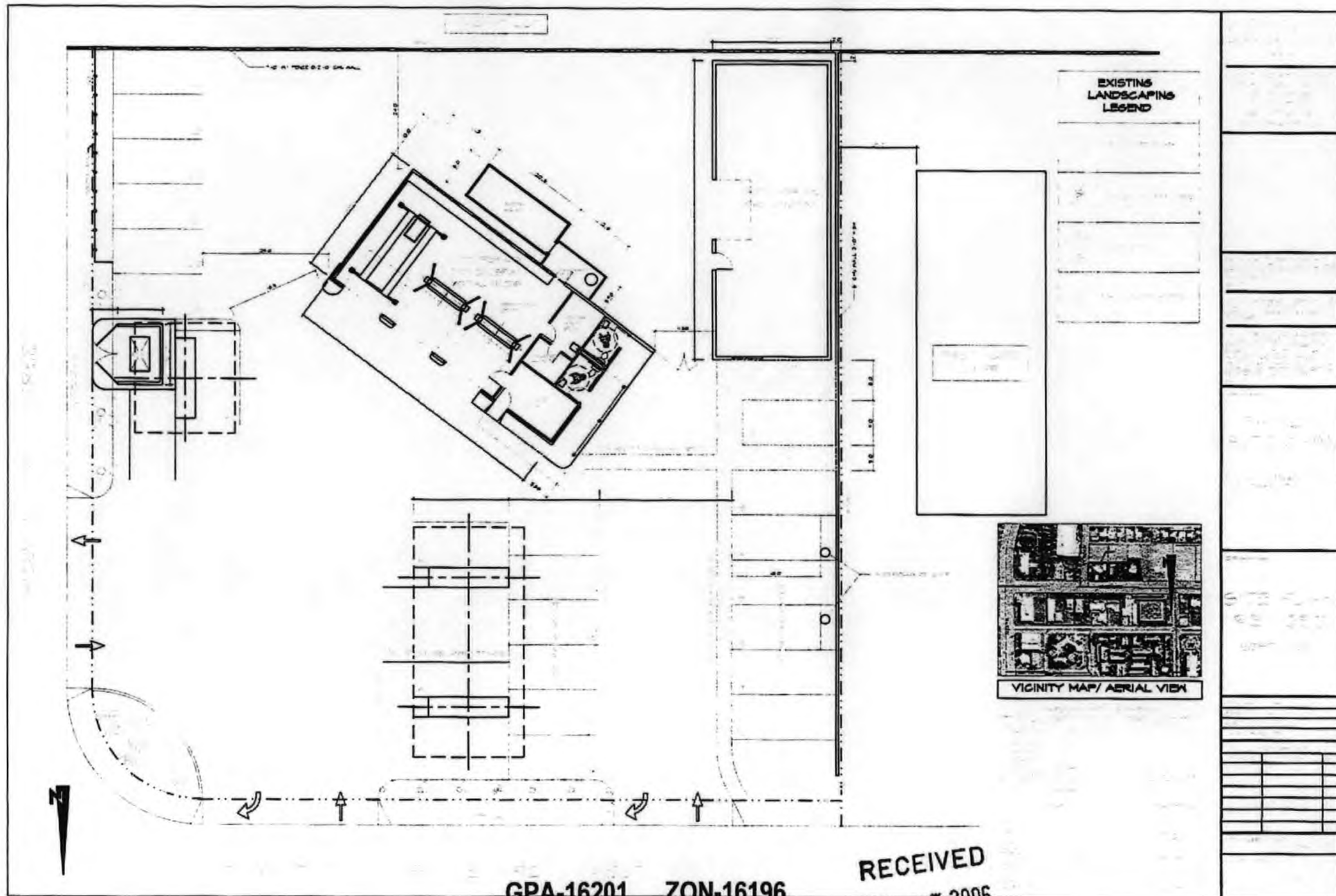
ASSEMBLY DISTRICT 3

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.

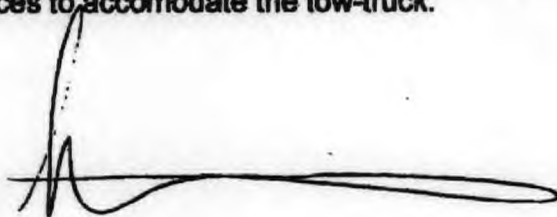
The limitation of business required by the C-1 zoning regulations is very restrictive, whence frustrating. Minor technical interventions often lead to more severe diagnostics for which necessary repairs are not allowed on location, therefore causing a considerable loss of business.

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 PERMIT

10-23-06

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 opposed to the request
for Touring Service by owner Fred
Nazaryan, located on the corner
of Charleston and Montclair.

This business has become
an eye sore.

Thank You,

Sincerely

Lila Franke
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 fine
requested for a rezoning for
Fred Nazaryan. The place he
has now is an eye-sore - looks
like a new car but with tires
peeled up in back.
Enough is enough.

Thank You
Lyle Frauch
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

RECEIVED
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

RECEIVED
OCT 02 2006

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

A

October 3, 2006

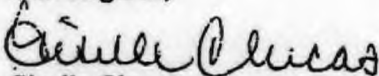
To Whom it May Concern:

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 fair 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-116201
ZON 116196
SUP 116198
SUP 116202
SDR- 116197

ITEM # 21.33
CASE # 200 0155
PC MTG 11 03 06

17

**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



America's Neighborhood
Auto Care Experts



www.tunelv.com

**RECEIVED AFTER
PC MEETING**



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



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 request.

APPROVAL of applicant Fred Nazaryan for GPA-16201 and also

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.

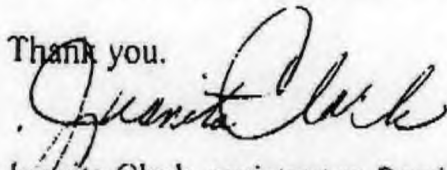
We have heard Roger Anderson share his concerns and we welcome his
improvements and additions to the neighborhood, also.
His "APARTMENT" plans for the land South of the former Red Rock
Theatre complex, will be bringing more vehicles which are better repaired in
the immediate area.

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

Please consider the 2 letters, petitions and this statement as you 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

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PC MEETING**

MEMBERS

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

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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 1630 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	4552 W. Sierra Ave	88-4790
Frank A. Jackson	1700 BUSH GARDEN LN	6563655
Frank A. Jackson		
Disanto Villa	1409 Potent Street	2-437-4988
JOPHIA TEALDO	800 Sierra Vista Dr 231	336-1949
Scott Peterson	3659 Mooncrest Cir LV 89121	813-6910
Jimmy Lagana	7634 Silver Wells Rd LV 89121	702-839-8726
Rene Kell	" "	702-580-7632
Frank R. R. R.	6244 R. 15101 W. W. W.	2-8782992
Laura Shingary	4433 Aberdeen EN LV 89107	702-501-5500
Jessie Lopez	" "	" "
John Montenegro	5221 N. Hollywood Ave LV 89121	6067
John Montenegro	" "	" "
John Peterson	3659 Mooncrest Cir	800-608-5757
John Peterson	" "	" "
John Peterson	4464 Haslamon St LV 89121	702-397-8110
John Peterson	6200 Bonanza Way	702-878-3182
John Peterson	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. TO BE APPROVED BY YOU FOR THEIR APPLICATION (GPA-1629) WHICH WILL ALLOW GENERAL COMMERCIAL (GC), item APN 160-1-502-011 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 fix 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 LN	258-2019
M. H. H. H.	"	"
Thelma E. Slaughter	5913 Pebble Beach Pkwy	638-8767
Richard Slaughter	5913 Pebble Beach Pkwy	638-8767
Holly Christensen	6337 Dayton Ave	258-7002

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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

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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 & Scott Thorne
Danielle Thorne and Scott Thorne

RECEIVED AFTER
PC MEETING

September 28, 2006

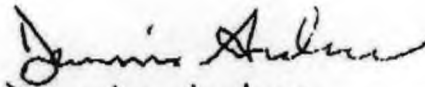
To whomever has the authority to allow the business of FAMILY AUTO CARE operated by Fred Nazaryan to do engine repair at 5100 W. Charleston Blvd.:

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 great 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 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 20, 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

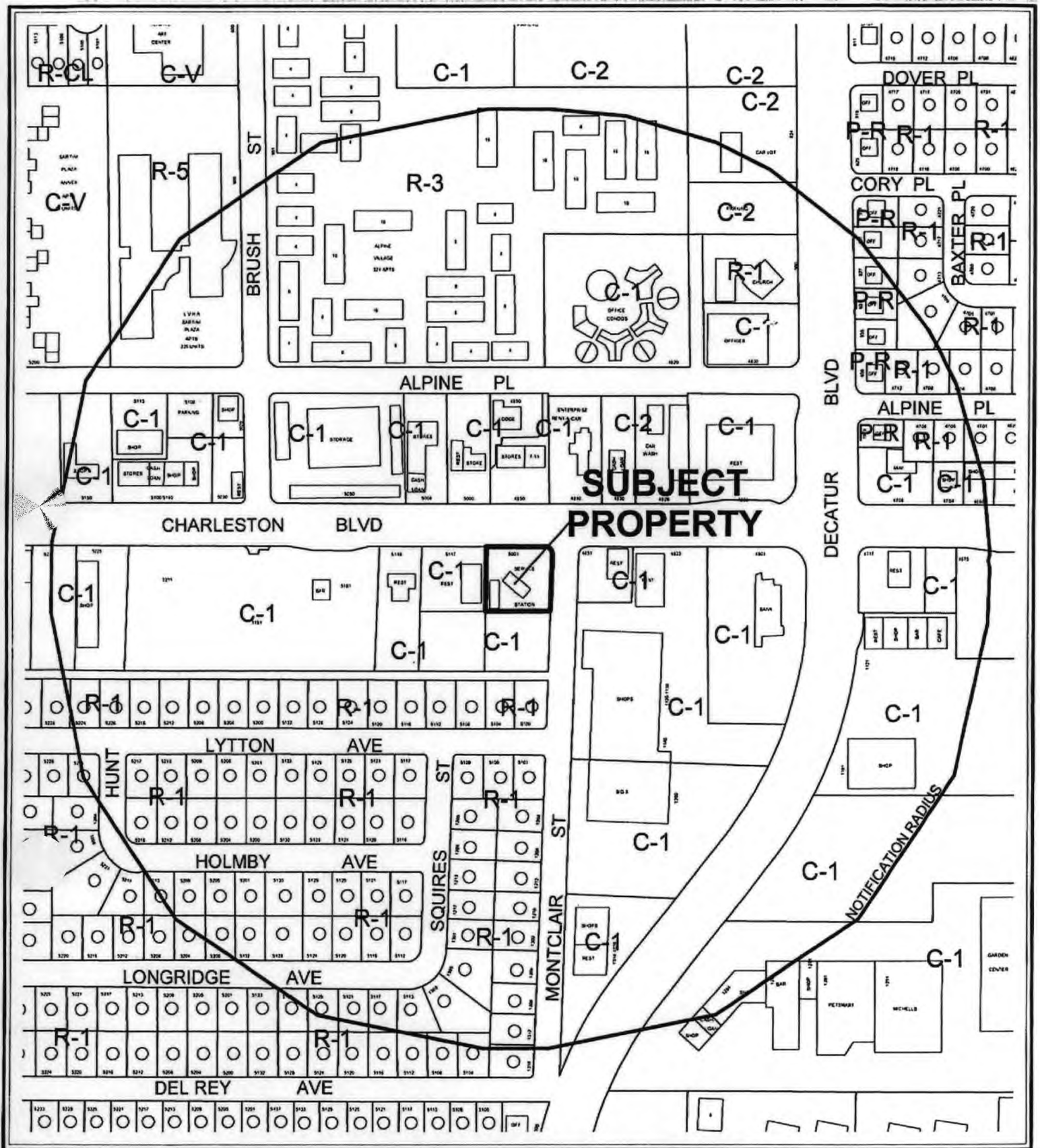
Motion made by GARY REESE to Table Item 107 [GPA-16202], Item 108 [ZON-16196], Item 109 [SUP-16198], Item 110 [SUP-16200] and Item 111 [SDR-16197]; HOLD IN ABEYANCE Item 116 [ZON-15031], Item 117 [SDR-15030], Item 132 [SDR-17298], Item 152 [RQR-17098] and Item 154 [SDR-17057] to 1/3/2007; Item 122 [VAR-16165], Item 127 [SDR-15747], Item 133 [GPA-16511], Item 134 [ZON-16519], Item 135 [VAR-16525] and Item 136 [SDR-16522] to 1/17/2007; Item 137 [GPA-16578], Item 138 [ZON-16580] and Item 139 [SDR-16581] to 2/7/2007; and Item 153 [SUP-13490] to 2/21/2007

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

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

Minutes:

See Item 107 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: DECEMBER 20, 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 DECEMBER 6, 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.

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

Details of Application Request	
Site Area	
Gross Acres	0.51

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 NAZARYAN**
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: _____

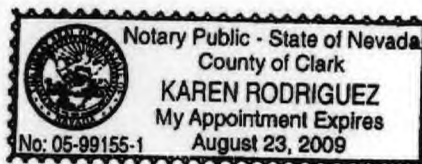
Signature of Property Owner: _____

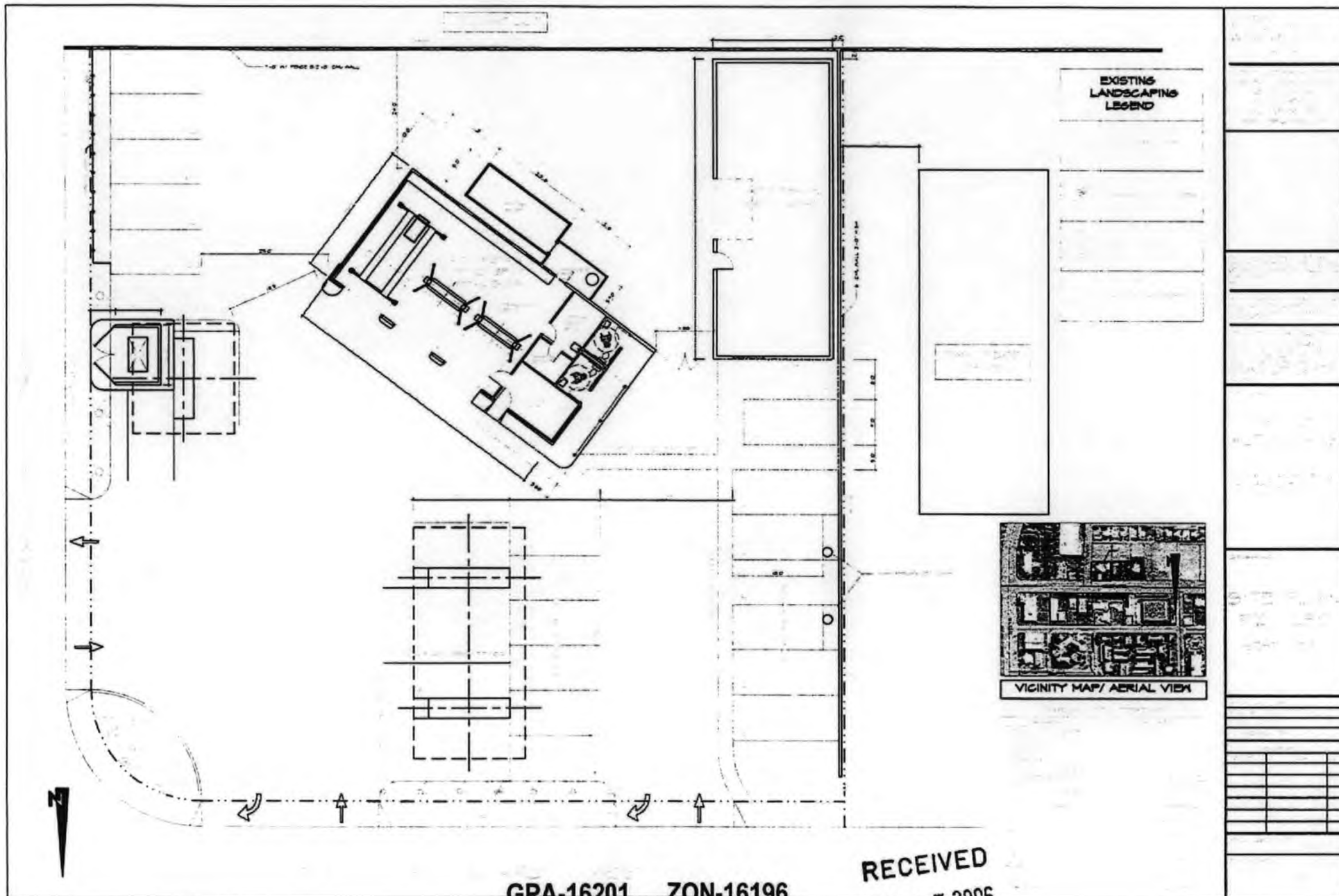
Print Name: **FRED NAZARYAN**

Subscribed and sworn before me

This 22 day of Aug, 2006

Karen Rodriguez
Notary Public in and for said County and State





GPA-16201 ZON-16196
 SUP-16198 SUP-16200
 SDR-16197
 REVISED 10/05/06 PC



SDR-16197

10/05/06 PC

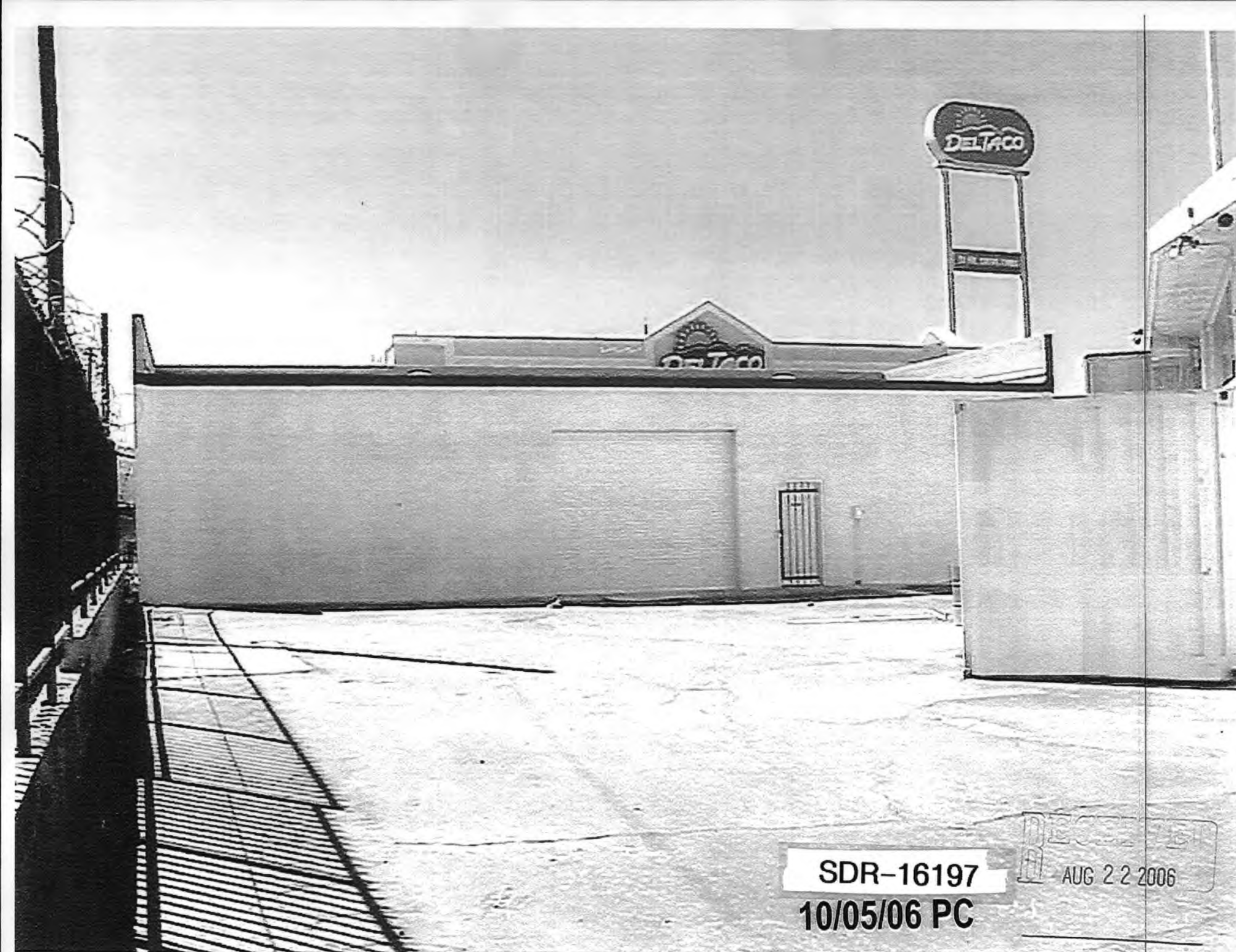
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SDR-16197

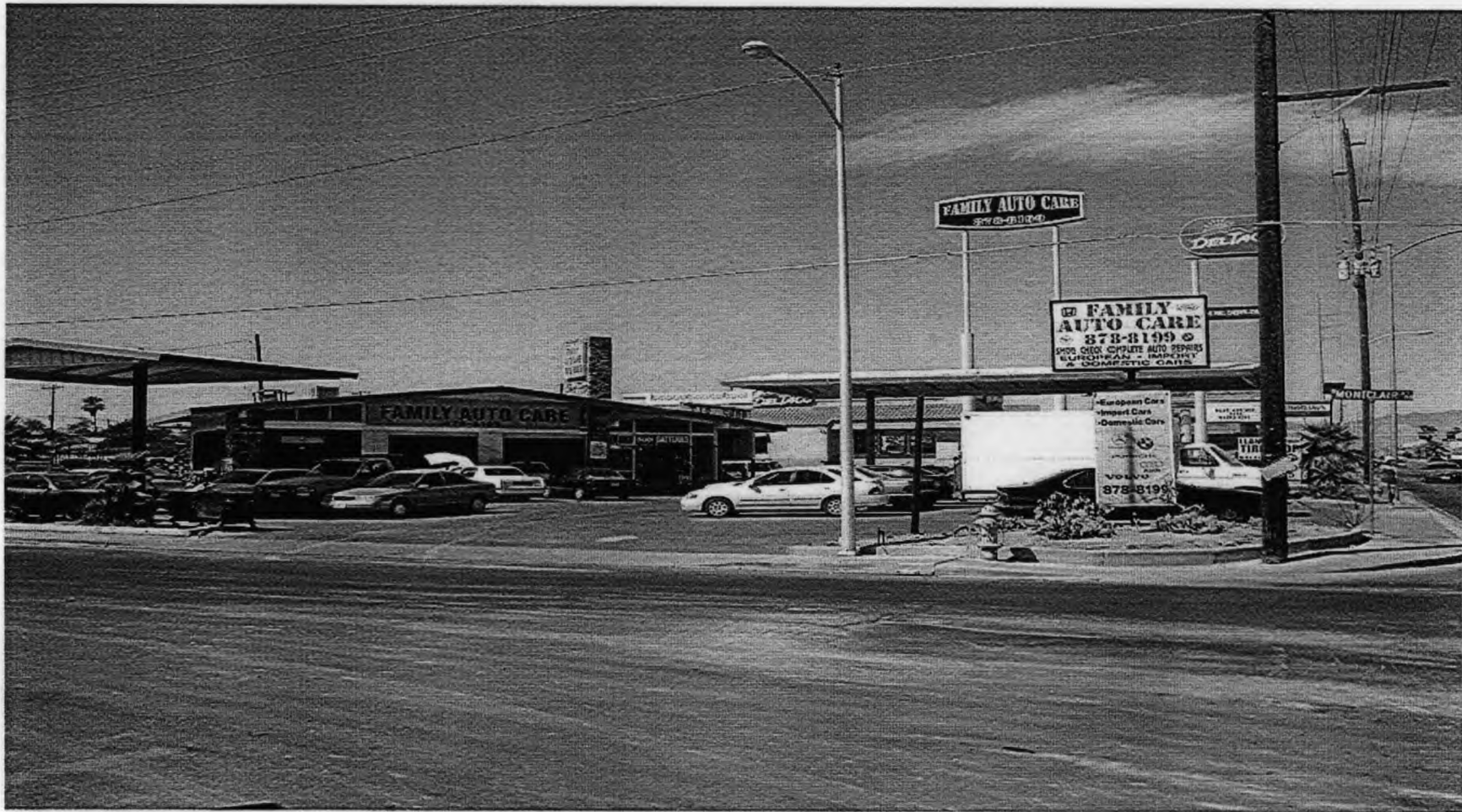
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22-2006



SDR-16197
10/05/06 PC

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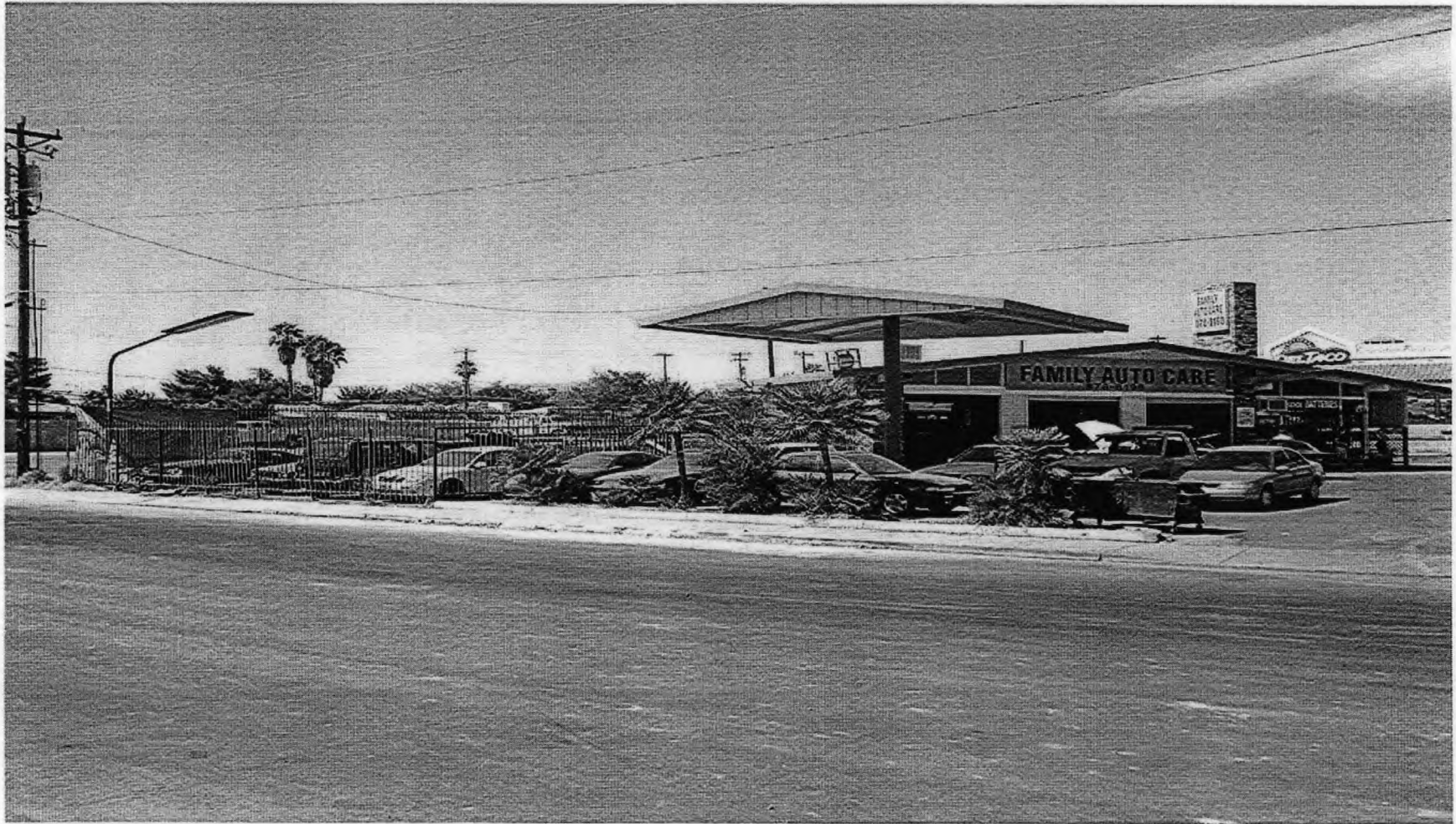
GPA-16201, ZON-16196, SUP-16198, SUP-16200 AND SDR-16197 - APPLICANT: JOHN VIVIER
ARCHITECT - OWNER: FRED NAZARYAN
5001 WEST CHARLESTON BOULEVARD
OCTOBER 5, 2006 PLANNING COMMISSION

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.

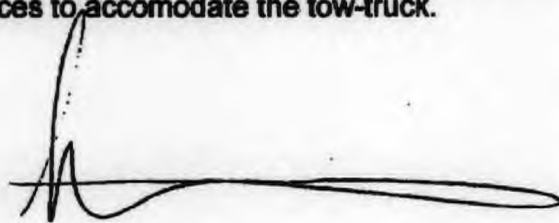
Minor technical interventions often lead to more severe diagnostics for which necessary repairs are not allowed on location, therefore causing a considerable loss of business.

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
peeled 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 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

REC-11
OCT 02 2006

ITEM # 29.33
CASE # _____
PC MTG VC 504

A

October 3, 2006

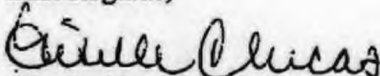
To Whom it May Concern:

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

ITEM # 2133
CASE # 200-2133
PC MTG 11-13-06



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



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

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.

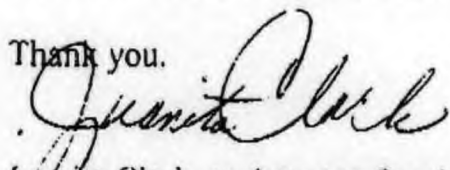
We have heard Roger Anderson share his concerns and we welcome his
improvements and additions to the neighborhood, also.
His "APARTMENT" plans for the land South of the former Red Rock
Theatre complex, will be bringing more vehicles which are better repaired in
the immediate area.

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 - Itell
Gene & Pearl Lonardo - Sherry Mason - Dorothy Orr - Barbara Roth - Layne Rushforth - Fann...

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-1670) WHICH WILL ALLOW GENERAL COMMERCIAL (GC), item APN 1670 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 MD	10425 Villa Ridge Dr	89134 360-3590
Frank A. Jackson	4552 W. Sierra Ave	89134 83-4790
Frank A. Jackson	500 BUSH GARDEN LN	6563655
Frank A. Jackson		
Disalle Villal	1409 Patent Street	2-437-4988
Daphia Tendo	500 Sierra Vista Dr 231	2-336-1949
Scott Petersen	3659 Marmonest Cir LV 89134	2-813-6910
Jimmy Laguna	7634 Silver Wells Rd LV 89134	702 839-8726
Ric Keli	" "	702 580-7632
Frank J. Remington	8244 Rialto Way	702-8782992
Laura Shingary	4433 Aberdeen Ln	35107 702-501-5750
Jesus Lopez	" "	" "
Jesus Lopez	5221 Holby Ave LV	702-6067
Isabel Montenegro	" "	" "
Debra P. Lee	3659 Marmonest Cir	202 688-757
Lisa Peterson	" "	" "
Justin J. Lee	707 W. Marmonest Cir	" "
Mike J. Lee	4464 Rossmore St LV 89134	702-397-8110
Mike J. Lee	6200 Bonanza Way	702-878-3182
Mike J. Lee	905 Carpenter Dr LV	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 165-01502-011 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 LN	258-8019
Michael	"	"
Thelma E. Slaughter	5913 Pebble Beach Pkwy	638-8767
Michael Slaughter	5913 Pebble Beach Pkwy	638-8101
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

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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 & Scott Thorne
Danielle Thorne and Scott Thorne

RECEIVED AFTER
PC MEETING

September 28, 2006

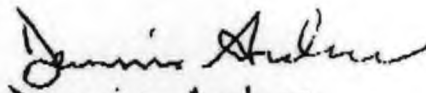
To whomever has the authority to allow the business of FAMILY AUTO CARE operated by Fred Nazaryan to do engine repair at 5100 W. Charleston Blvd.:

We have lived in Las Vegas for more than 10 years and have known 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 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 20, 2006**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

GENERAL PLAN AMENDMENT

GPA-16538 – ABEYANCE ITEM - 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). 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

Motion made by STEVEN D. ROSS to Approve

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

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

Minutes:

MAYOR GOODMAN declared the Public Hearing open on Item 112 [GPA-16538], Item 113 [ZON-16609], Item 114 [WVR-16610] and Item 115 [SDR-16611].

ATTORNEY STEPHANIE ALLEN, 3800 Howard Hughes Parkway, appeared on behalf of the applicant and gave a brief overview of the applications. Efforts have been made in proposing a development that is appropriate and compatible for the subject site. The proposal is to amend the General Plan Amendment from Desert Rural to Rural and change the zoning to RPD-3. She

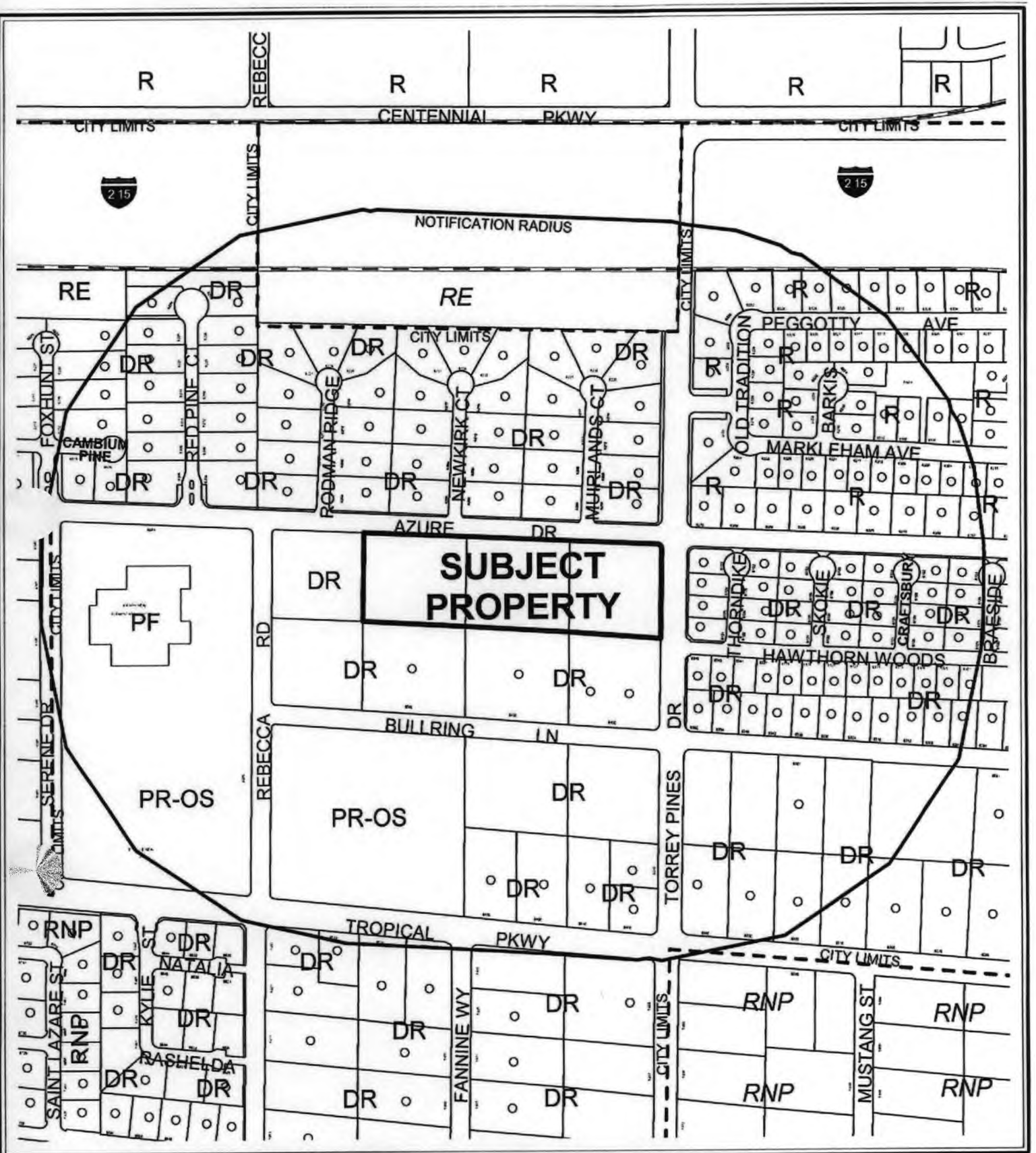
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

noted that the Waiver application will be withdrawn, as the entrance on site has been relocated to Azure Drive. Regarding Condition 14, she clarified that an adjacent resident, BOB LAWRENCE, did not want the proposed block wall adjacent to his pool. As a result, the wall will be situated along the south boundary up against his block wall where his pool is located. ATTORNEY ALLEN indicated that a Variance application for open space will be forthcoming, as the open space has been relocated on site and the applicant has agreed to pay the in-lieu contribution fee. She appreciated staff's recommendation for approval and asked for Council's approval.

Regarding the block wall, ATTORNEY ALLEN informed COUNCILMAN ROSS that the wall will match that of MR. LAWRENCE'S wall. The Councilman appreciated the applicant's efforts in meeting with the residents and addressing their issues.

MARGO WHEELER, Director of Planning and Development, explained the amended conditions on Items 113 and 115. She also included the added condition on Item 115 and confirmed that the application for Item 114 would be withdrawn.

MAYOR GOODMAN declared the Public Hearing closed on Item 112 [GPA-16538], Item 113 [ZON-16609], Item 114 [WVR-16610] and Item 115 [SDR-16611].



CASE: **GPA-16538**

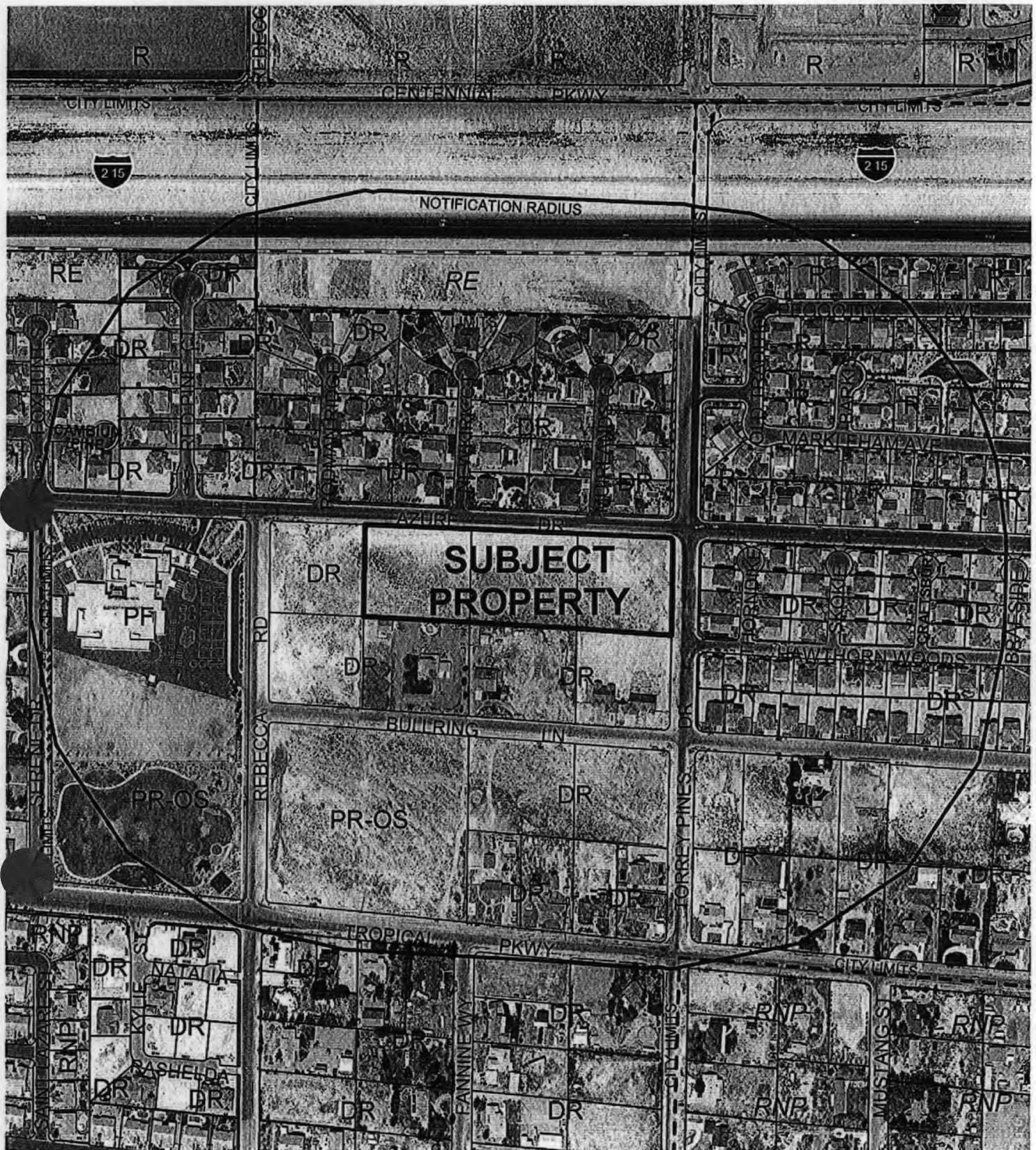
RADIUS: 1000 FT

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)



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 20, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

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

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 6, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** 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: _____

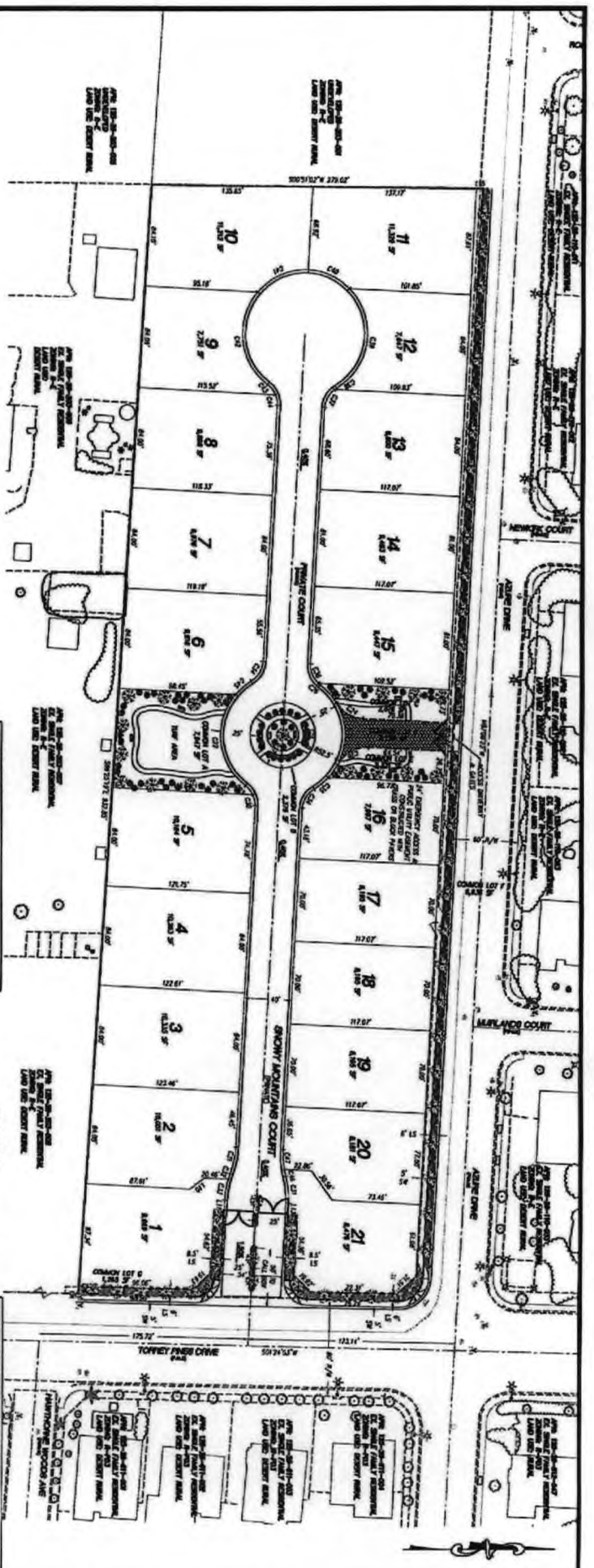
Signature of Property Owner: *Gina Mackay*

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





CURVE & LINE TABLES

Curve Data	Line Data
1. 10.00' RADIUS	1. 10.00' RADIUS
2. 15.00' RADIUS	2. 15.00' RADIUS
3. 20.00' RADIUS	3. 20.00' RADIUS
4. 25.00' RADIUS	4. 25.00' RADIUS
5. 30.00' RADIUS	5. 30.00' RADIUS
6. 35.00' RADIUS	6. 35.00' RADIUS
7. 40.00' RADIUS	7. 40.00' RADIUS
8. 45.00' RADIUS	8. 45.00' RADIUS
9. 50.00' RADIUS	9. 50.00' RADIUS
10. 55.00' RADIUS	10. 55.00' RADIUS
11. 60.00' RADIUS	11. 60.00' RADIUS
12. 65.00' RADIUS	12. 65.00' RADIUS
13. 70.00' RADIUS	13. 70.00' RADIUS
14. 75.00' RADIUS	14. 75.00' RADIUS
15. 80.00' RADIUS	15. 80.00' RADIUS
16. 85.00' RADIUS	16. 85.00' RADIUS
17. 90.00' RADIUS	17. 90.00' RADIUS
18. 95.00' RADIUS	18. 95.00' RADIUS
19. 100.00' RADIUS	19. 100.00' RADIUS
20. 105.00' RADIUS	20. 105.00' RADIUS
21. 110.00' RADIUS	21. 110.00' RADIUS

SITE INFORMATION

GENERAL NOTES: 1. ALL DIMENSIONS ARE IN FEET AND INCHES. 2. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT. 3. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 4. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 5. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 6. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 7. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 8. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 9. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 10. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 11. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 12. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 13. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 14. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 15. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 16. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 17. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 18. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 19. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 20. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 21. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE.

SCALE



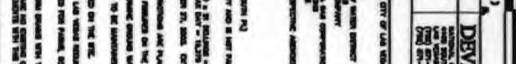
OWNER

OWNER: [Name] DEVELOPER: [Name]

GENERAL NOTES

GENERAL NOTES: 1. ALL DIMENSIONS ARE IN FEET AND INCHES. 2. ALL DIMENSIONS ARE TO THE CENTER OF THE LOT. 3. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 4. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 5. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 6. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 7. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 8. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 9. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 10. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 11. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 12. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 13. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 14. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 15. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 16. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 17. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 18. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 19. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 20. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE. 21. ALL DIMENSIONS ARE TO THE CENTER OF THE DRIVE.

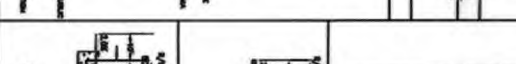
KEY MAP



SECTION A - DRIVE DRIVE



SECTION B - DRIVE DRIVE



SECTION C - DRIVE DRIVE



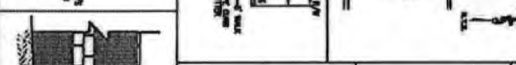
SECTION D - DRIVE DRIVE



SECTION E - DRIVE DRIVE



SECTION F - DRIVE DRIVE



SECTION G - DRIVE DRIVE



SECTION H - DRIVE DRIVE



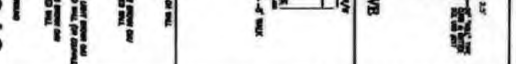
SECTION I - DRIVE DRIVE



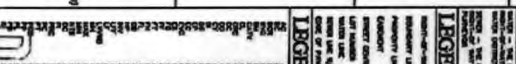
SECTION J - DRIVE DRIVE



SECTION K - DRIVE DRIVE



SECTION L - DRIVE DRIVE



SECTION M - DRIVE DRIVE



SECTION N - DRIVE DRIVE



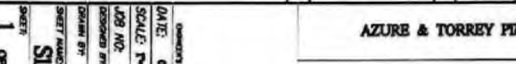
SECTION O - DRIVE DRIVE



SECTION P - DRIVE DRIVE



SECTION Q - DRIVE DRIVE



SECTION R - DRIVE DRIVE



NATIONAL HOME CORPORATION
4445 SOUTH RIFLE DRIVE
LAS VEGAS, NV 89149
702-711-3322 FAX 702-711-3301

TANEY ENGINEERING
4445 S. JONES BLVD. SUITE 400
LAS VEGAS, NV 89149
702-711-3322 FAX 702-711-3301

AZURE & TORREY PINES

SITE PLAN
& LANDSCAPE PLAN

REVISIONS

DATE: 09/05/06
SCALE: 1"=40'
SHEET NO: 1
SHEET TOTAL: 1

Call to Working Date
Before 10/10/06
1-800-227-3800

LEGEND

LEGEND

LEGEND

LEGEND

LEGEND

LEGEND

LEGEND

LEGEND

LEGEND

GPA-16538 WVR-16610
ZON-16609 SDR-16611
REVISED 11/02/06 PC

SEP 2 5 2006



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.

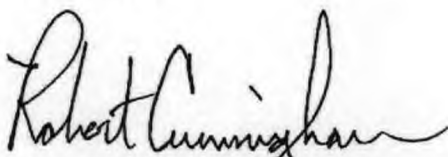
In addition, we are applying for a waiver of Title 18.12.160 which states that

"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**

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

REZONING RELATED TO GPA-16538

ZON-16609 – ABEYANCE ITEM - 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). 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 STEVEN D. ROSS to Approve subject to conditions and amending Condition 1 as read for the record:

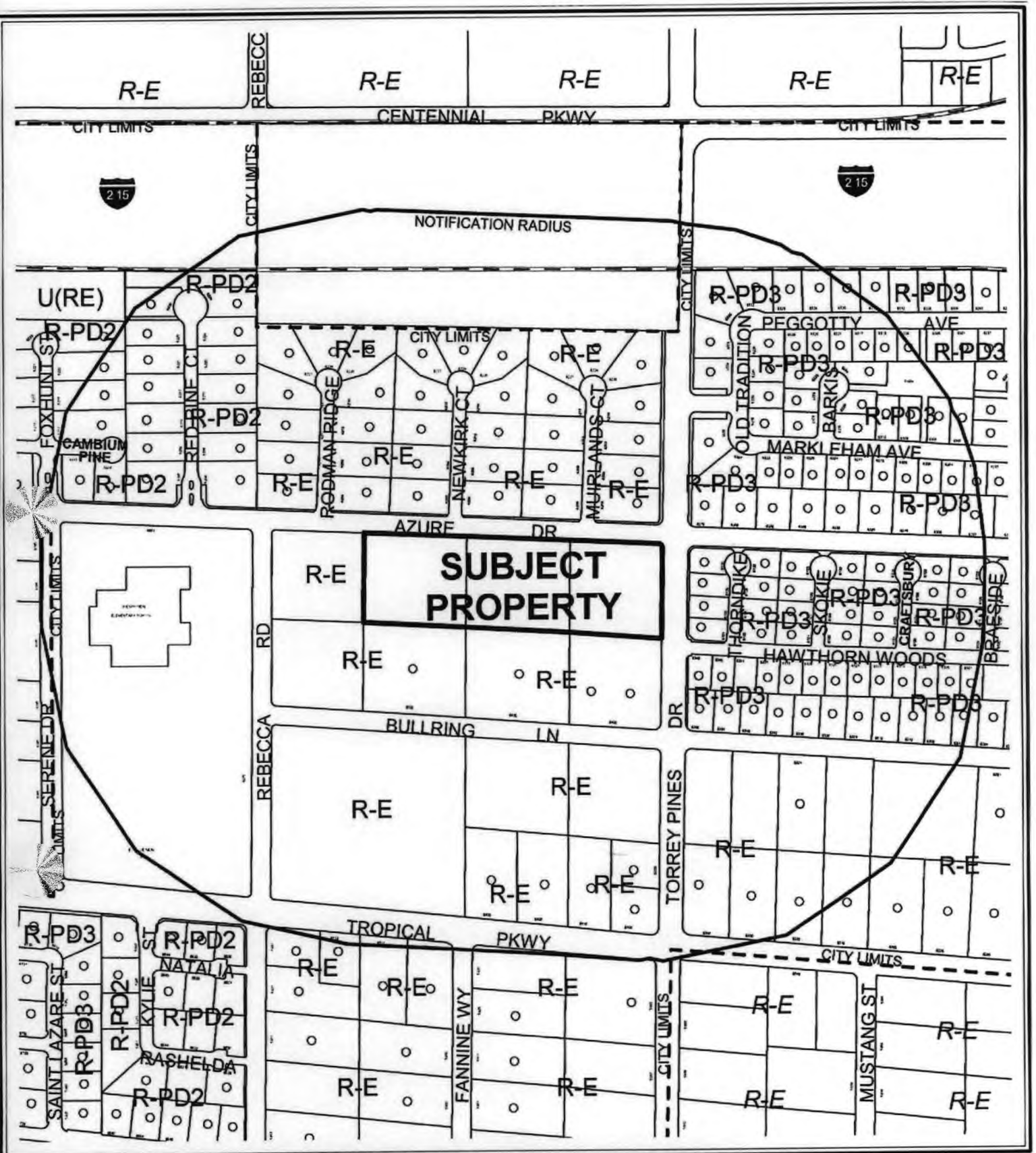
1. A General Plan Amendment (GPA-16538) approved by the City Council.

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

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

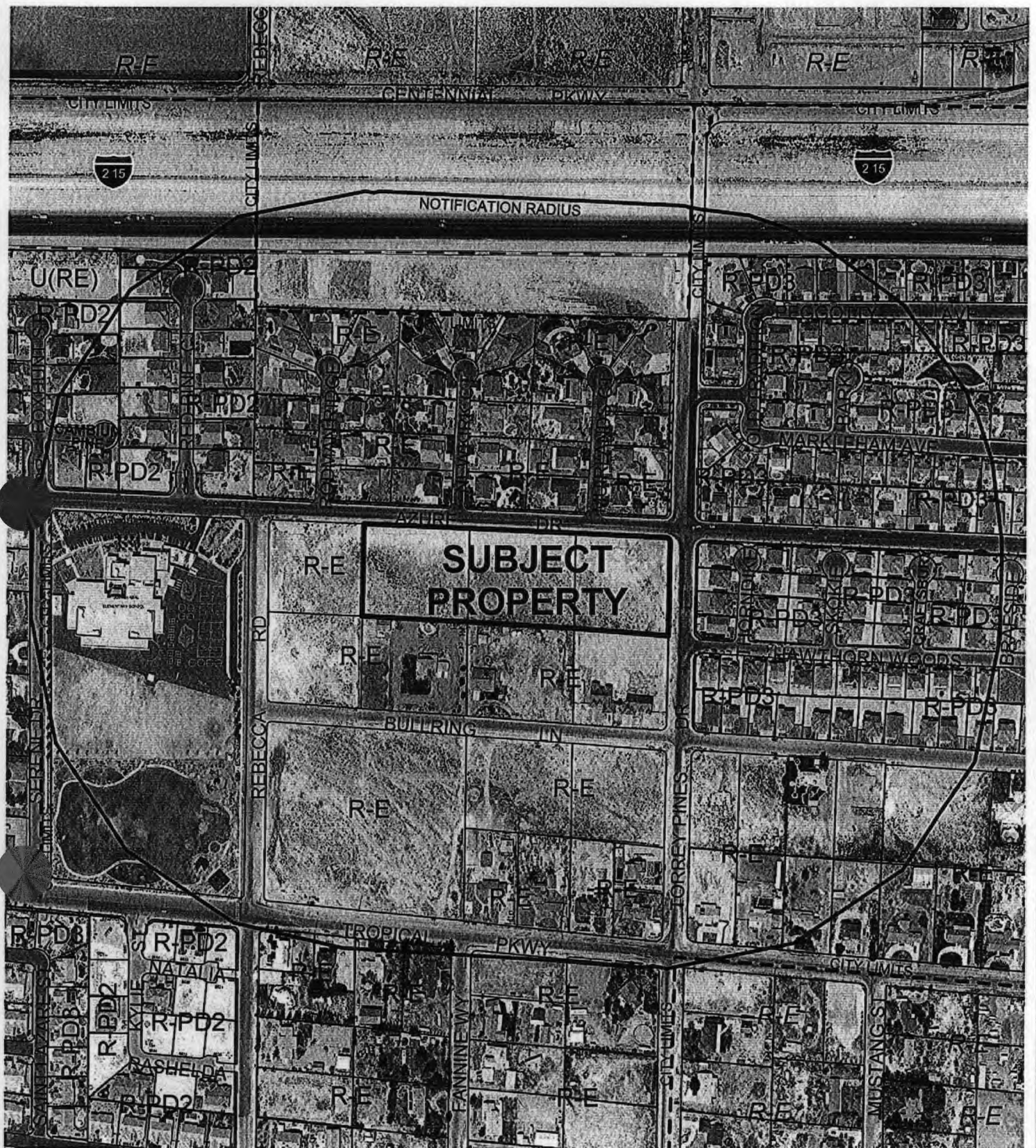
Minutes:

See Item 112 for related discussion.



0 200 400 Feet





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 20, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ZON-16609 - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 6, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (6-1/se vote) and staff recommend APPROVAL, subject to:

Planning and Development

1. A 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 HOLDING 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: _____

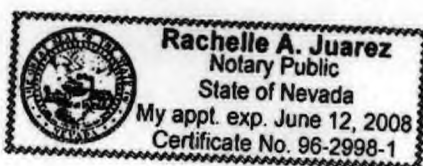
Signature of Property Owner: *Gina Mackay*

Print Name: GINA MACKAY

Subscribed and sworn before me

This 1st day of Sept, 2006

Rachelle A. Juarez
Notary Public in and for said County and State



DEC 04 2006



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.

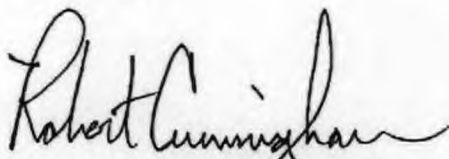
In addition, we are applying for a waiver of Title 18.12.160 which states that

"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.

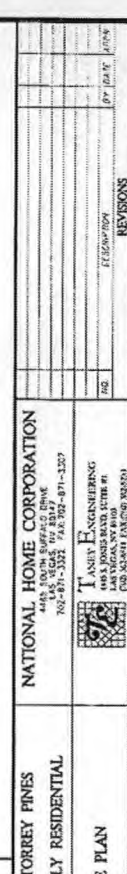
If you have any questions or need any additional information please do not hesitate to contact this office.

Sincerely,

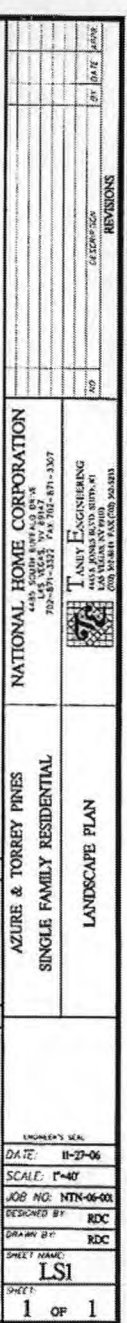


Robert Cunningham, P.E.
Taney Engineering

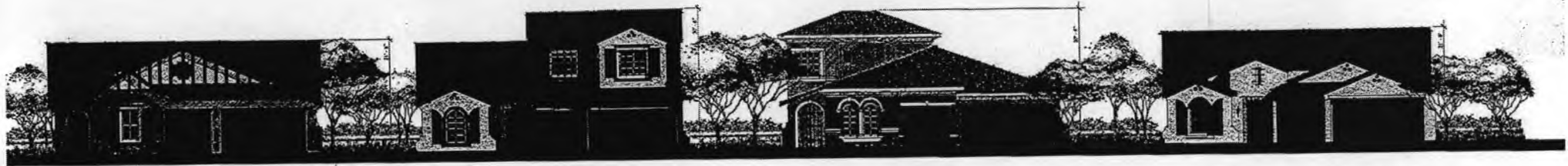
**GPA-16538 WVR-16610
ZON-16609 SDR-16611
REVISED 11/02/06 PC**

[illegible]

Date 4/18/06 Item # 113-115



DEC 06 2006



Plan 2C
French Country

Plan 1AX
Spanish

Plan 2BX
Italianate

Plan 1A
Spanish

CONCEPTUAL STREET SCENE

STEPHANIE / ARROYO GRANDE
Henderson, Nevada

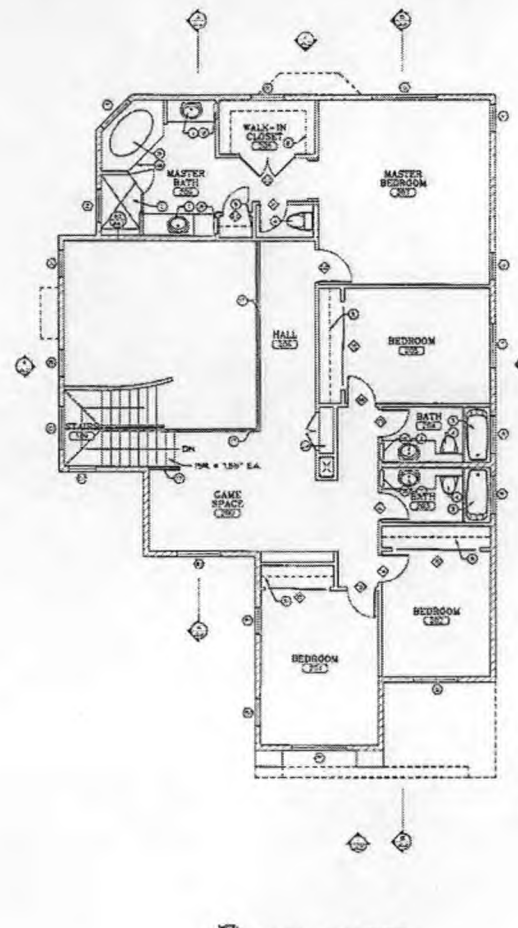
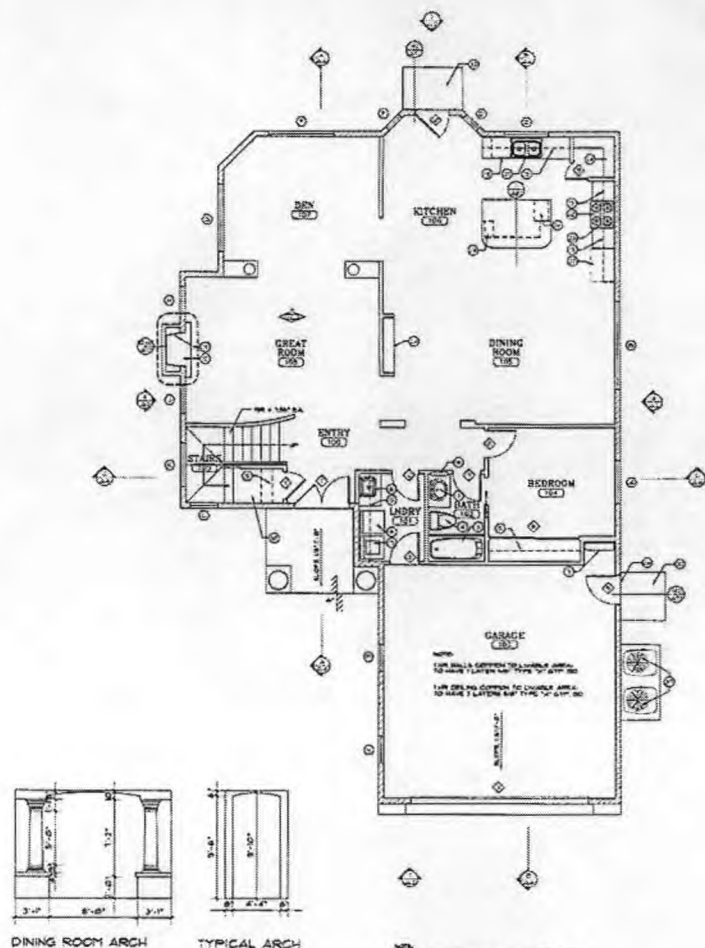
National Homes Corp.
KTGY NO. 2006.0923



Date: 27 October 2006

ZON-16609
SDR-16611
12-20-06 CC
REVISED 12-14-06

RECEIVED
DEC 14 2006



KEYNOTES

SEE SHEET A-1 FOR KEYNOTES

GENERAL NOTES

1. ALL INTERIOR WALLS AND CEILING TO BE FINISHED WITH DRYWALL.
2. USE MEDICAL GRADE GROUT ON ALL INTERSECTIONS.
3. FLOORING SHALL COMPLY WITH THE FOLLOWING:
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PLAN 3358

PROJECT: FIRST FLOOR PLAN AND SECOND FLOOR PLAN

DATE: 12/14/06

BY: [Signature]

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RECEIVED

DEC 14 2006

ZON-16609

SDR-16611

12-20-06 CC

REVISED 12-14-06



- KEYNOTES ©

GENERAL NOTES

- [illegible]

THE UNIVERSITY OF CHICAGO



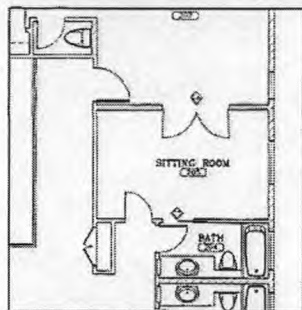
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SEE PAGE 18 FOR ELEVATIONS						

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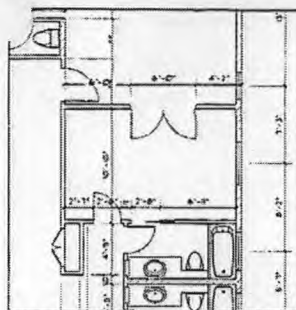
ZON-16609
SDR-16611
12-20-06 CC
REVISED 12-14-06

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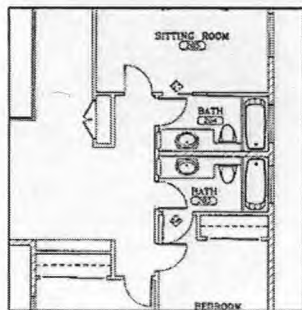
DEC 14 2006



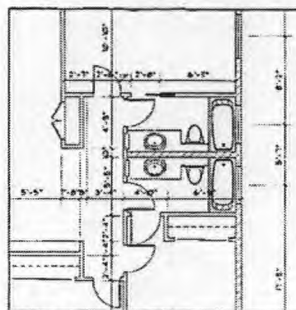
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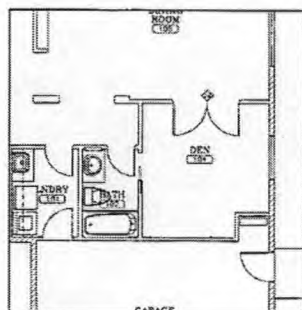
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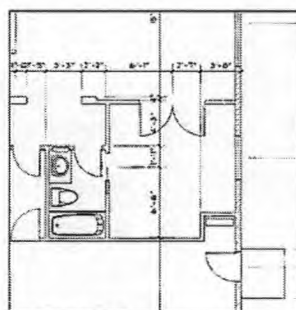
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DIMENSIONED
DOOR OPTIONS



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DIMENSIONED
OPTIONAL DEN

KEYNOTES

1. SEE SHEET A11 FOR KEYNOTES

GENERAL NOTES

1. ALL EXTERIOR WALLS AND CEILING TO RECEIVE SUN PROTECTION.
2. USE RADIAL CORNER BEAM ON ALL INTERSECTIONS.
3. FLOORING SHALL COMPLY WITH THE RULES.
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SCA design
1000 N. W. 10th Ave., Suite 100
Fort Lauderdale, Florida 33304
Tel: 754-561-1000
Fax: 754-561-1001

PLAN 3358
FLOOR PLAN OPTIONS
1/11/06
1/11/06
1/11/06

A13

ZON-16609
SDR-16611
12-20-06 CC
REVISED 12-14-06

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DEC 14 2006

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

WAIVER RELATED TO GPA-16538 AND ZON-16609

WVR-16610 - ABEYANCE ITEM - 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). 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

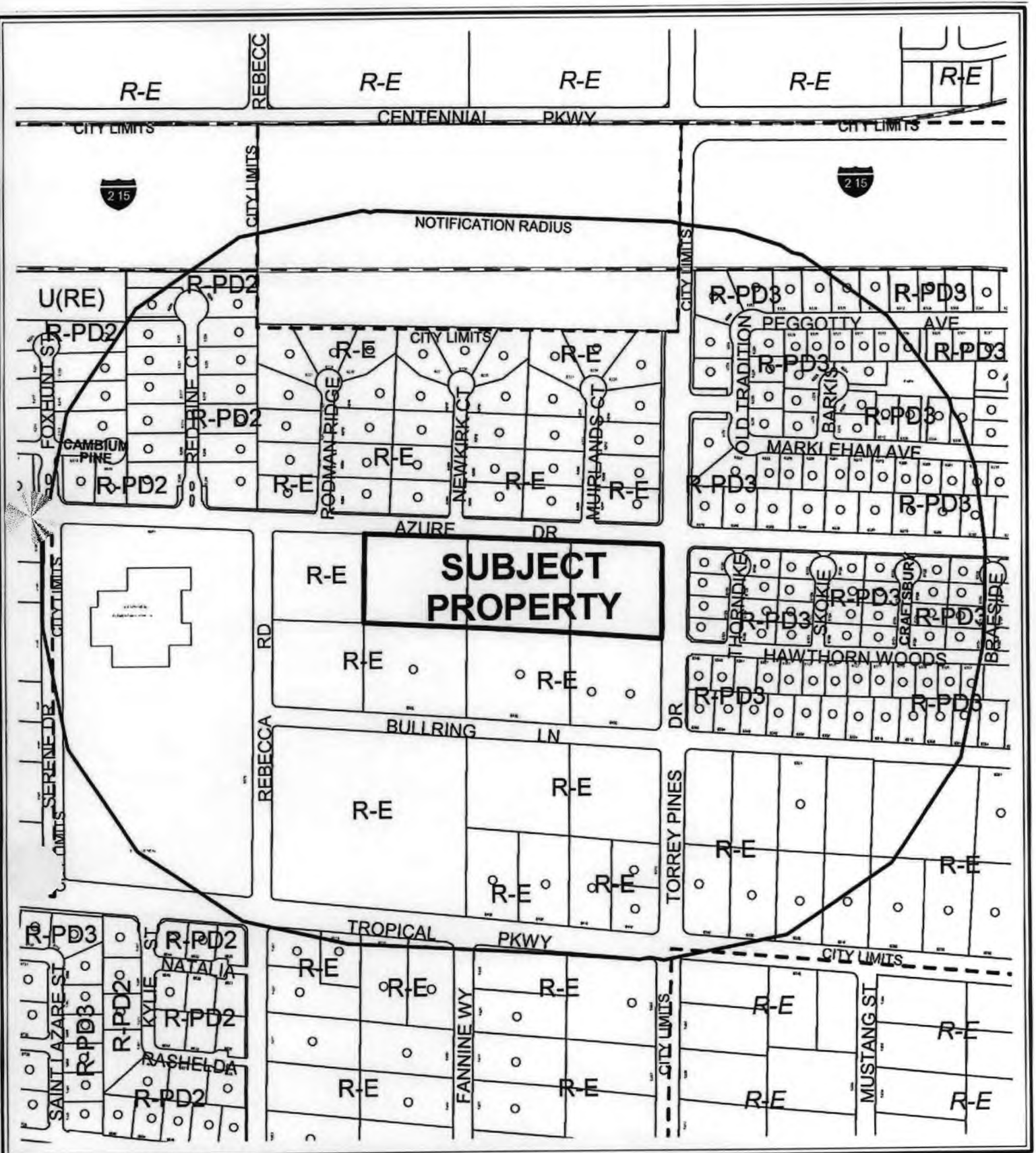
Motion made by STEVEN D. ROSS to Withdraw

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

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

Minutes:

See Item 112 for related discussion and Item 113 for related backup.



CASE: **WVR-16610**

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)

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 20, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: WVR-16610 - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 6, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

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

Planning and Development

1. 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: _____

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



WVR-16610 ZON-16009

SDR-16611 11/02/06 PC



RECEIVED

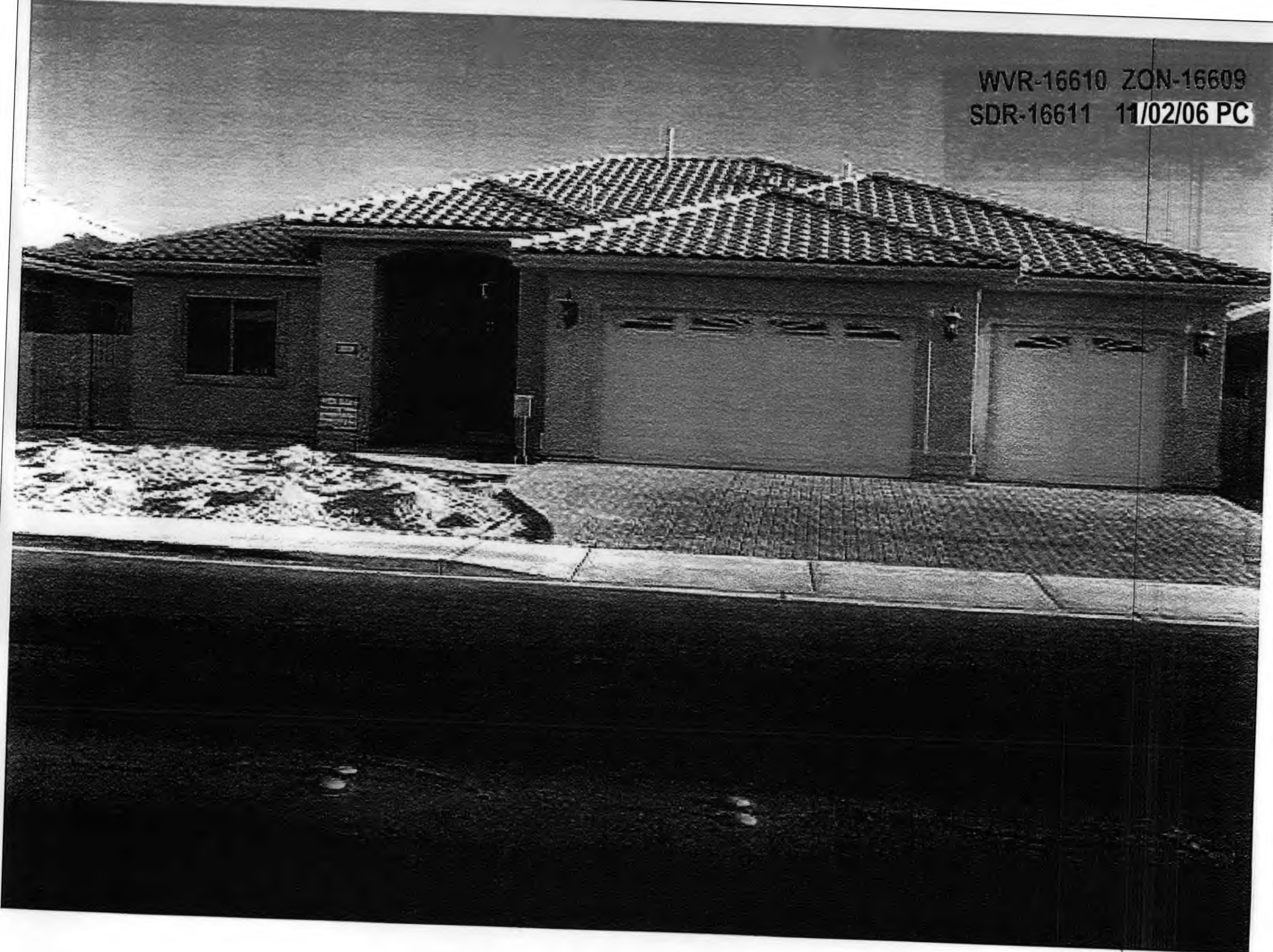
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WVR-16610 ZON-16609
SDR-16611 11/02/06 PC



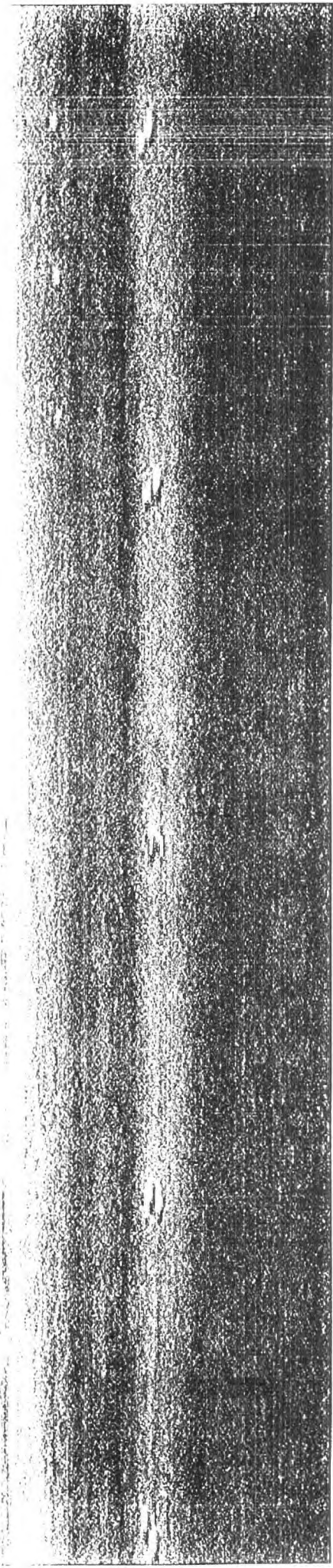
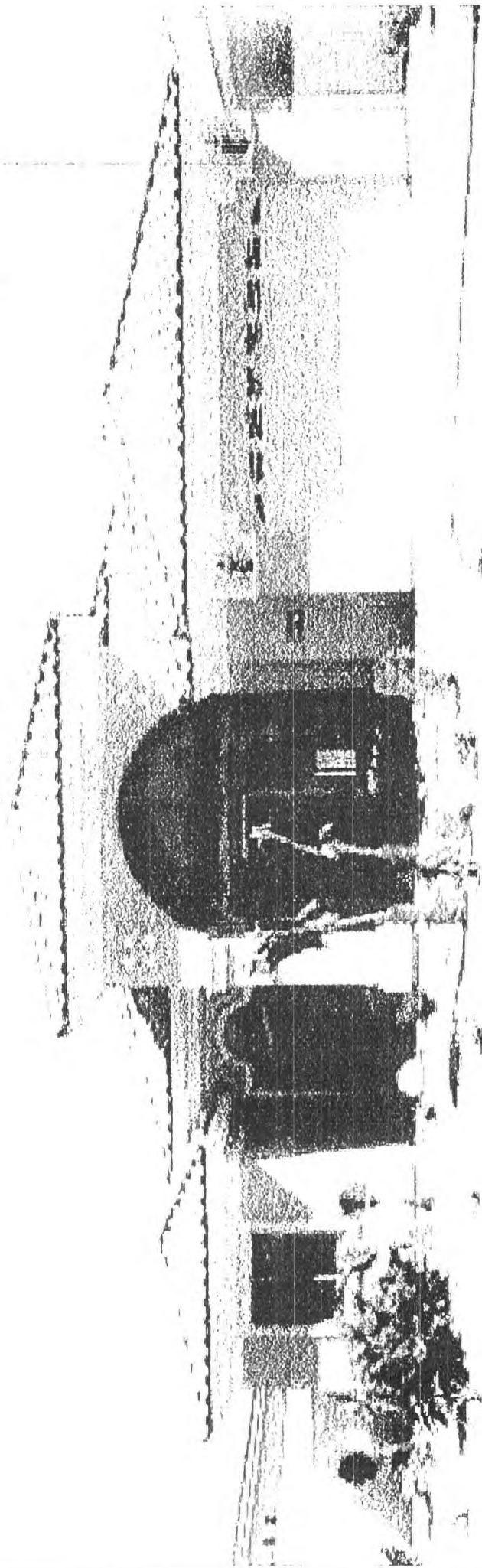
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WVR-16610 ZON-16609
SDR-16611 11/02/06 PC



SEP 07 2006

WVR-16610 ZON-16609
SDR-16611 11/02/06 PC





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.

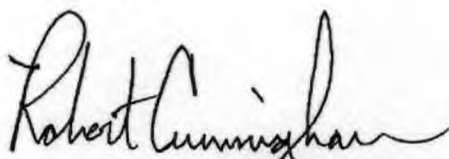
In addition, we are applying for a waiver of Title 18.12.160 which states that

"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

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 20, 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 – ABEYANCE ITEM - 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). 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 STEVEN D. ROSS to Approve subject to conditions, amending Conditions 1, 3, 4 and 14, deleting Condition 13 and adding the following condition as read for the record:

1. Conformance to the Conditions of Approval for General Plan Amendment (GPA-16538) and Rezoning (ZON-16609), if approved.
3. All development shall be in conformance with the site plan and landscape plan date stamped 12/14/06, and building elevations date stamped 12/14/06, except as amended by conditions herein.
4. The standards for this development shall include a Minimum lot size of 10,000 square feet and a Building height shall not exceed two stories or 35 feet, whichever is less.

CITY COUNCIL MEETING OF: DECEMBER 20, 2006

14. An eight foot high block wall shall be provided along the south property boundary except a portion of the wall adjacent to 6500 Bullring Lane, if that wall is already eight feet in height.

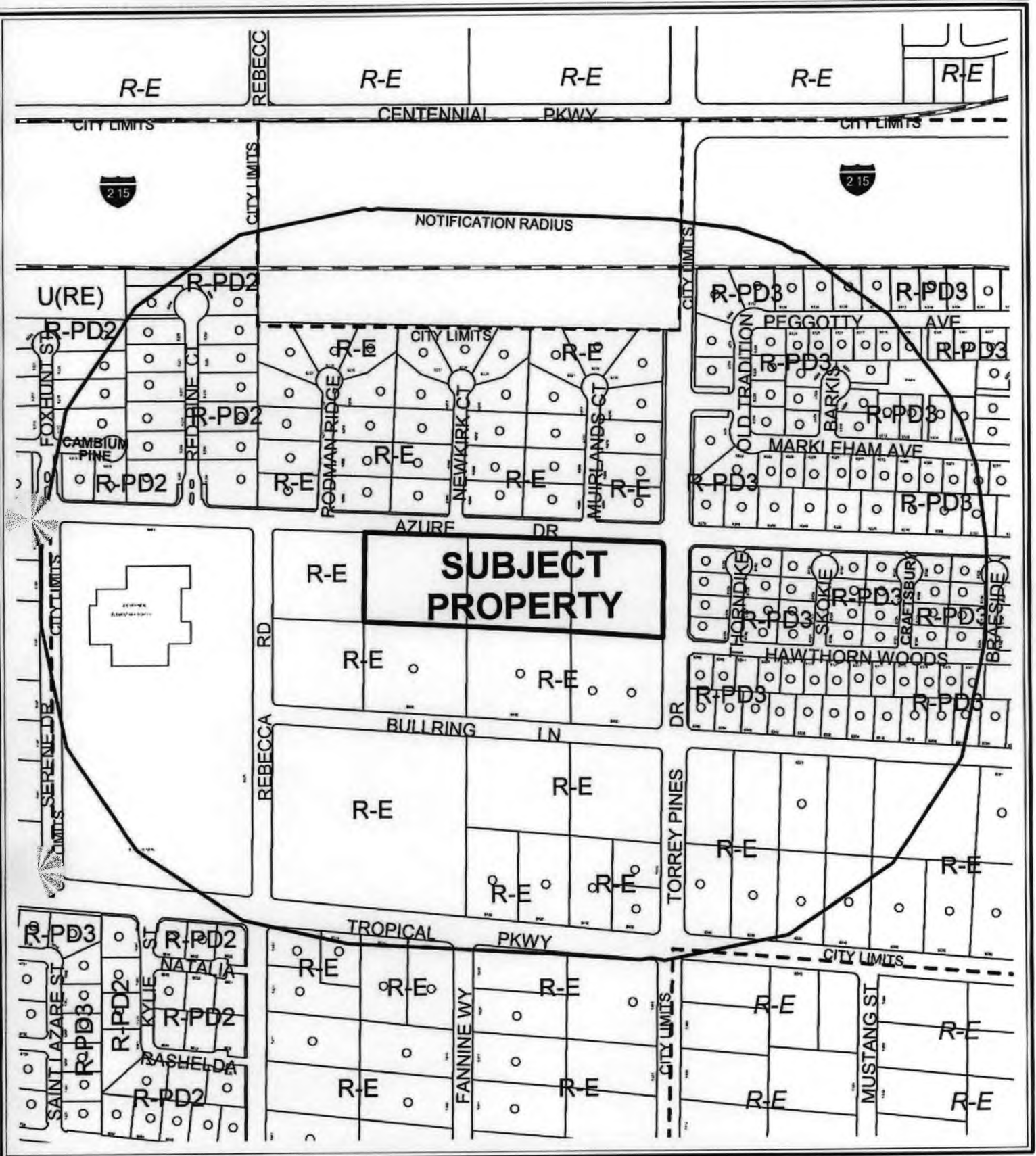
A. An application for Variance of open space shall be submitted and required approval prior to issuance of building permits or submittal of tentative maps. If not granted, then the site plan approval shall be null and void.

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

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

Minutes:

See Item 112 for related discussion and Item 113 for related backup.



CASE: **SDR-16611**
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)

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 20, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: SDR-16611 - APPLICANT: NATIONAL HOMES CORPORATION - OWNER: NEVADA MANAGEMENT HOLDING COMPANY, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 6, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** 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: 125-260-203-002, 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

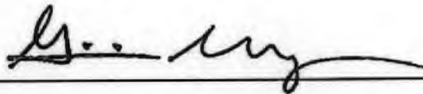
☒ No

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: _____

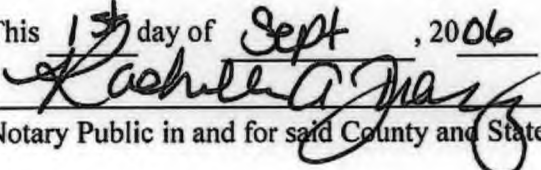
Partner(s): _____

APN: _____

Signature of Property Owner: 

Print Name: GINA MACKAY

Subscribed and sworn before me

This 13th day of Sept, 2006

Notary Public in and for said County and State



General Notes

See blocks should be provided in the following locations:

A. In enclosed spaces of stud walls and partitions, including framed spaces, at the ceiling and floor levels.

B. In enclosed spaces of stud walls and partitions, including framed spaces, at 10-foot intervals along the length wall.

C. At all intersections between enclosed vertical and horizontal spaces such as occur at wall, floor, ceiling and core ceilings.

D. In enclosed spaces between stud partitions at the top and bottom of the core and between studs along and in line with the core of the walls under the study pen.

E. In openings around doors, pipes, ducts, chimneys, fireplaces, and ducts openings that afford a passage for air at ceiling and floor levels, with membranes to be installed.

F. At openings between stud spaces and chimney chimneys for factory-built chimneys. All gas or propane-burning fireplaces within a dwelling unit shall comply with IMC 500.3.3.

G. Factory-built fireplaces and chimneys should comply with the 2009 and Southern Nevada Amendments.

A. The fireplace opening shall be provided with a solid door such as glass, solid wood, or cast iron.

B. If the fireplace is located in a sleeping room or adjacent bathroom, the permanent, unobstructed fresh air supply shall be provided directly from the exterior of the structure to the fireplace.

C. When gas is piped to the fireplace, a carbon monoxide detector shall be installed in the sleeping room.

Carbon monoxide detectors shall be provided in the sleeping room. The detector shall be installed in the sleeping room.

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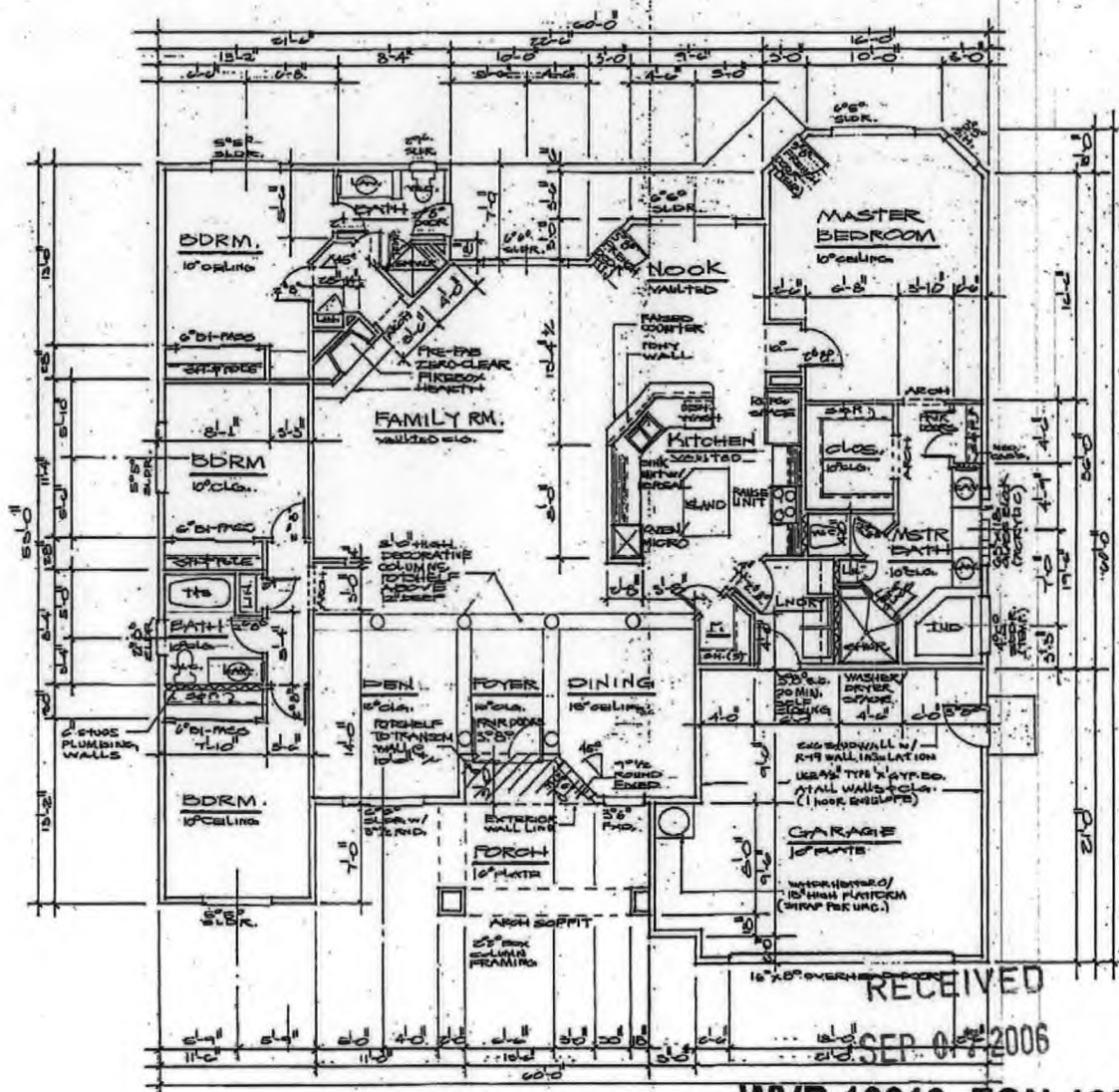
Door and Window schedule

All windows to be dual pane/vinyl frame, insulated glass.

U Values: Fixed	.57
Sliding	.60
Casement	.60
Glass Block	.77

All exterior doors to be solid core, 1 3/4" thick, with weatherstripping and threshold as value .55 (glazed doors)

00102006



FLOOR PLAN

LIVING AREA 2496 sq. ft.

WVR-16610 ZON-16609
SDR-16611 11/02/06 PC A-2

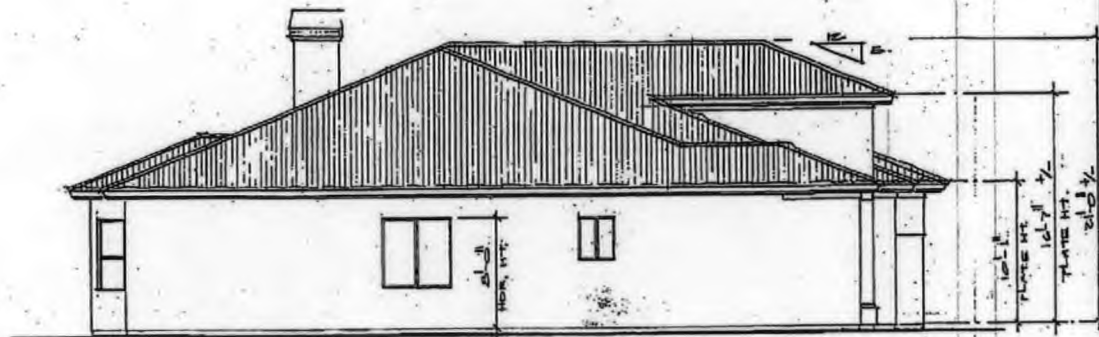
PEAK DEVELOPMENT SERVICES

1000 N. Green Valley Parkway, Suite 300
Henderson, Nevada 89074

SADDLE ESTATES PLAN 5

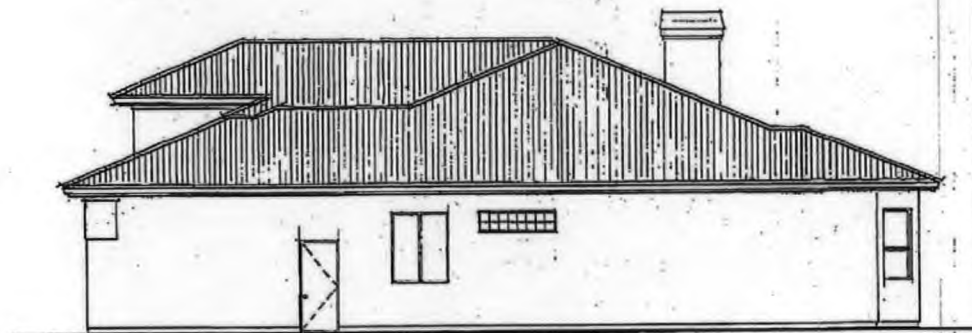
FLOOR PLAN

DATE: 11/02/06
SCALE: 1/4" = 1'-0"
SHEET: 04-16610



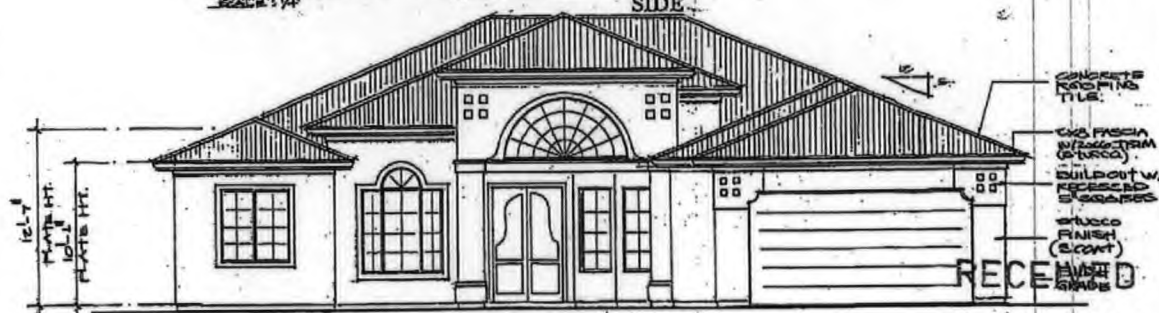
WEST ELEVATION

SIDE



EAST ELEVATION

SIDE



SOUTH ELEVATION

FRONT

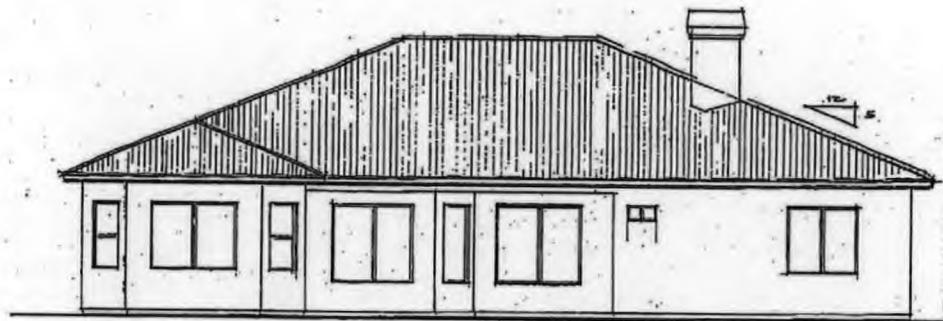
PEAK DEVELOPMENT SERVICES
1000 N. Green Valley Parkway, Suite 300
Henderson, Nevada 89074

SADDLE ESTATES PLAN "2"

EXTERIOR ELEVATIONS

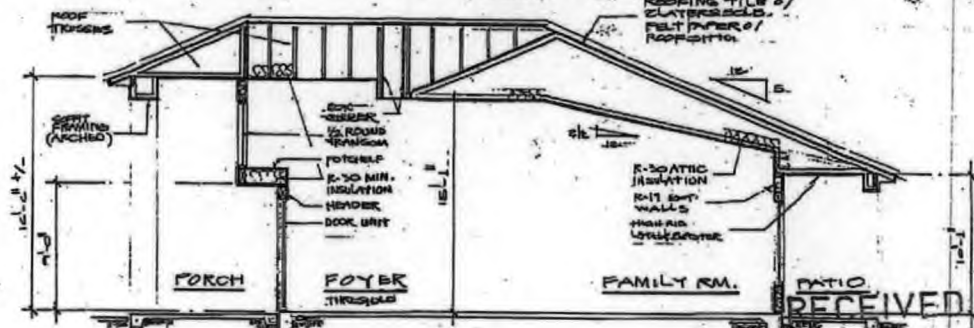
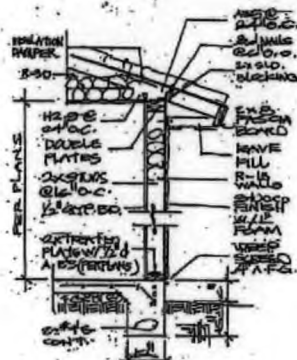
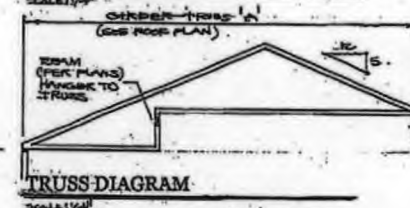
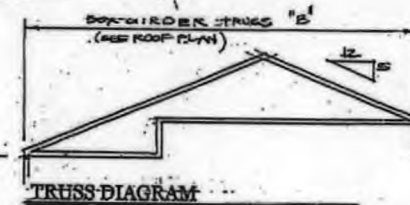
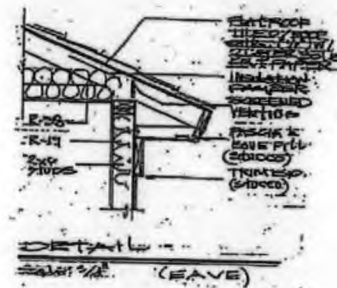
SEP 07 2006

WVR-16610 ZON-16600
SDR-16611 11/02/06 PC



NORTH ELEVATION

Scale: 1/4"



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

PROJECT: SADDLE ESTATES PLAN "2"
SHEET: SECTIONS/REAR ELEVATION

DATE: 11/02/06
SCALE: AS NOTED
JOB: 01-04-12762

A-4

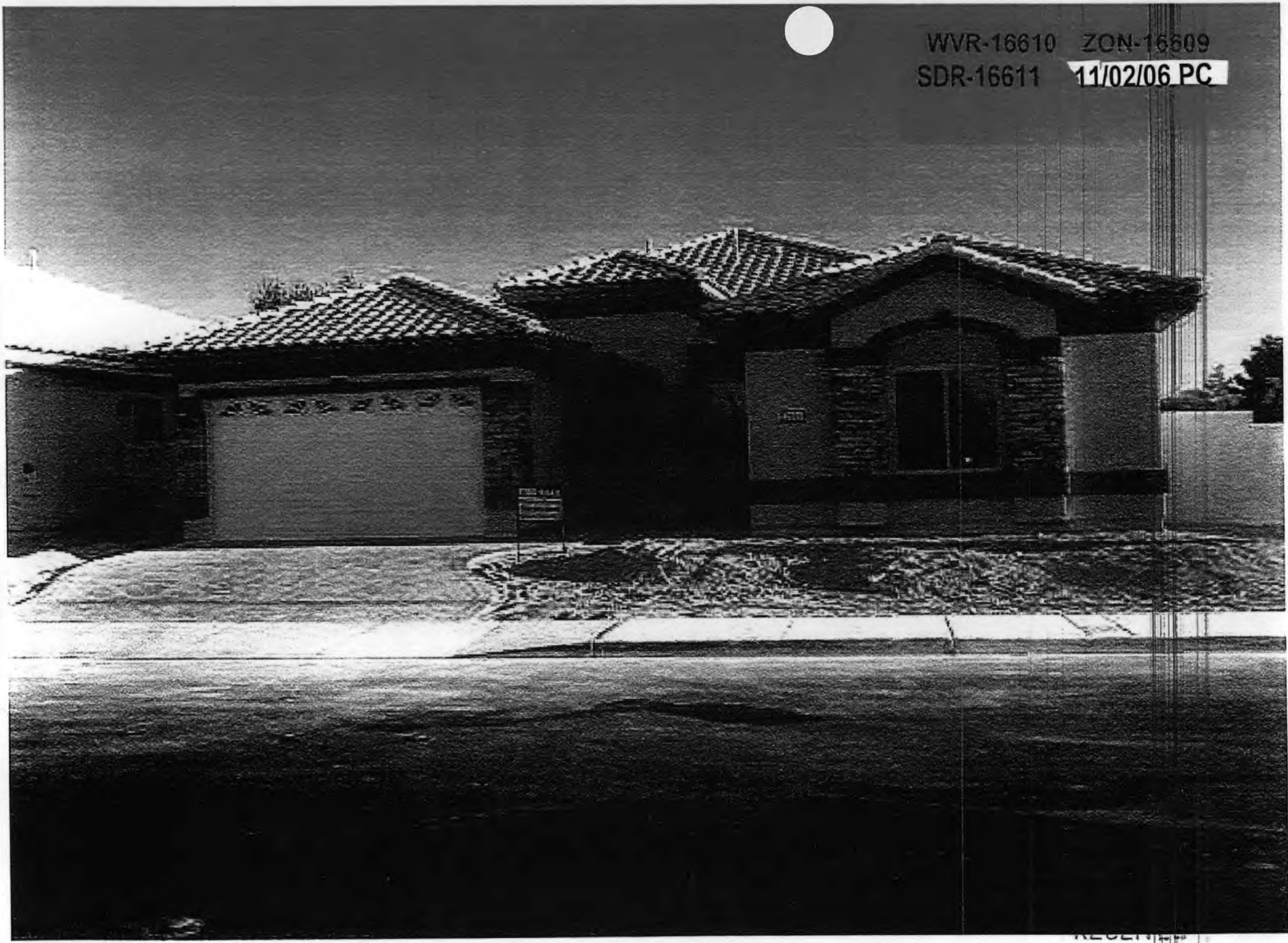
WVR-16610 ZON-16609
SDR-16611 11/02/06 PC



RECEIVED

SEP 07 2006

WVR-16610 ZON-16609
SDR-16611 11/02/06 PC



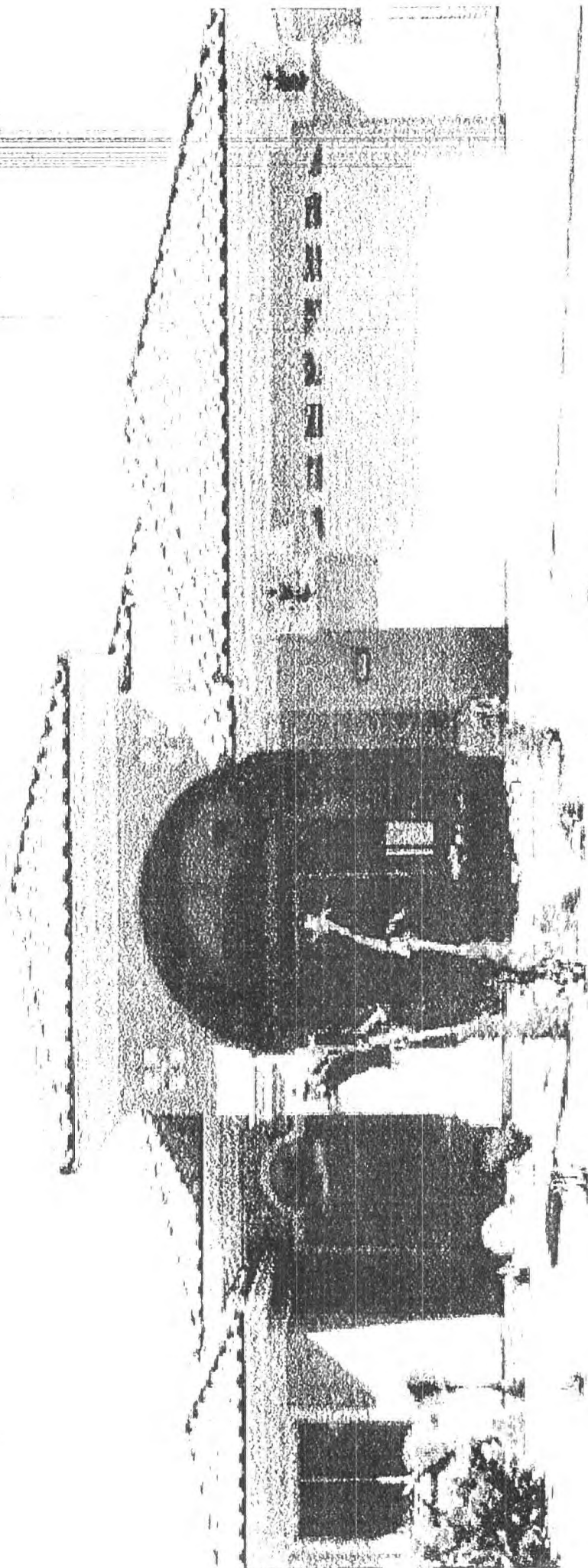
SEP 07 2006

WVR-16610 ZON-16609
SDR-16611 11/02/06 PC

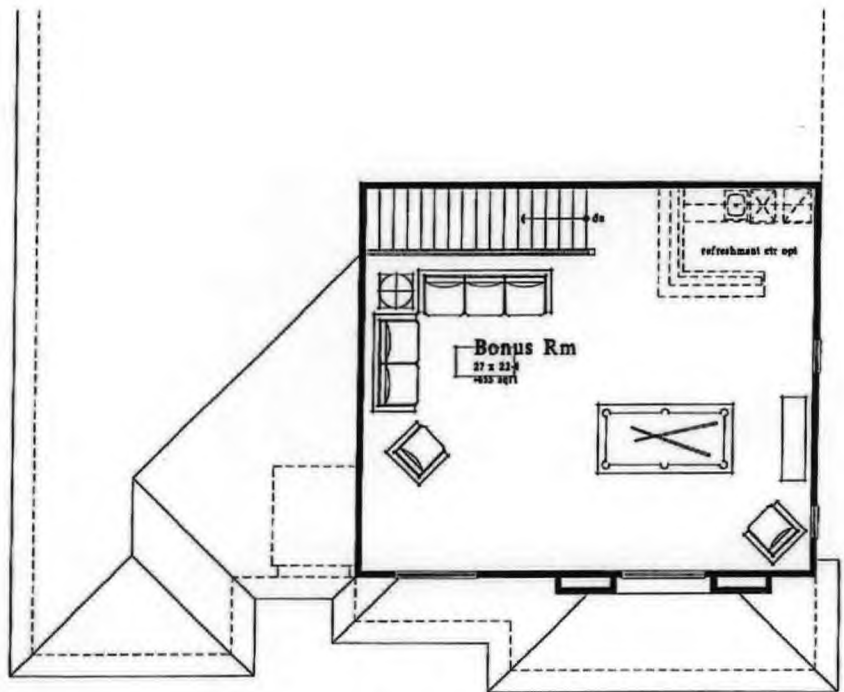


SEP 07 2006

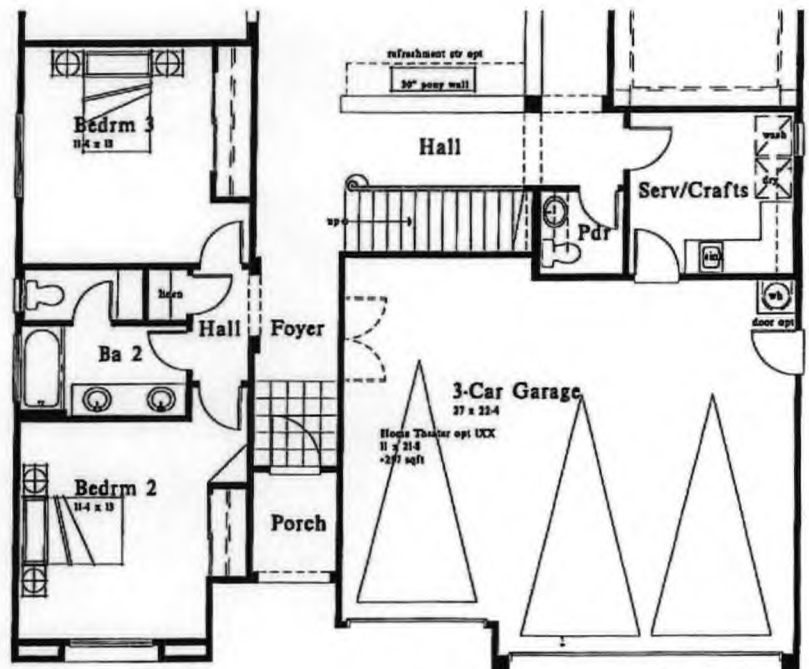
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SDR-16611 11/02/06 PC



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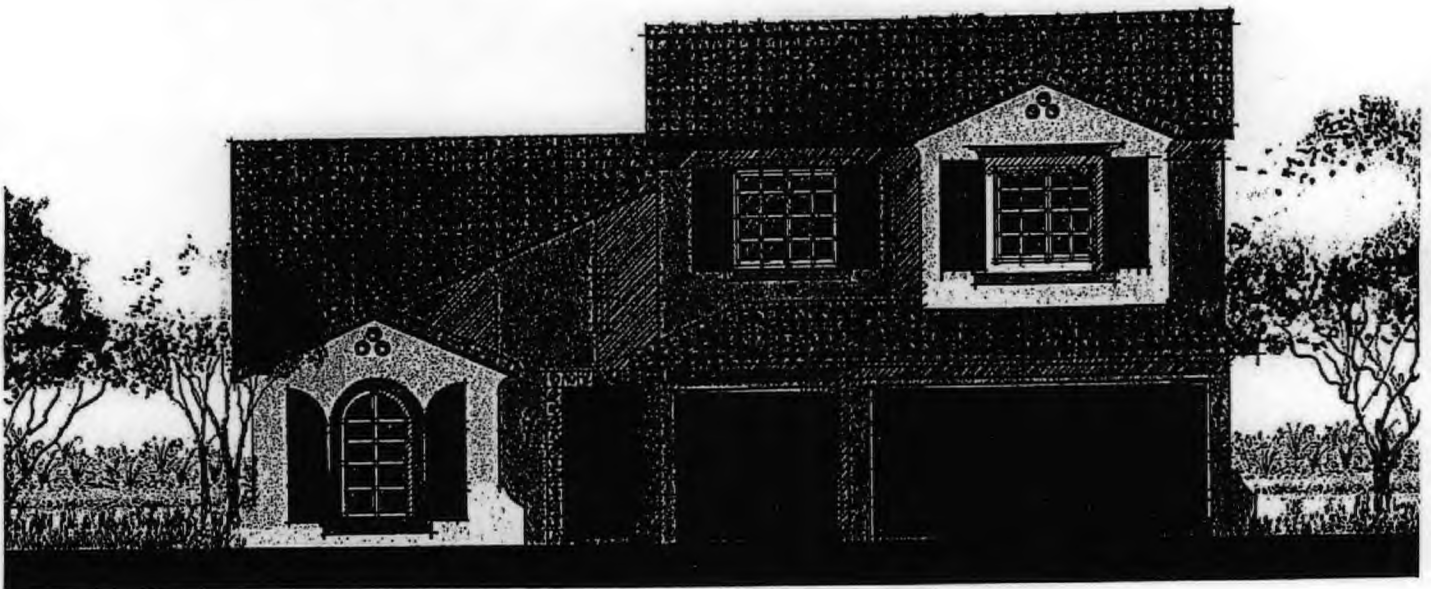
Conceptual Second Floor Plan IX
 Second Floor: 635 sqft Total: 3,410 sqft



Conceptual First Floor Plan IX
 First Floor: 2,755 sqft Total: 3,410 sqft

RECEIVED
 OCT 23 2006

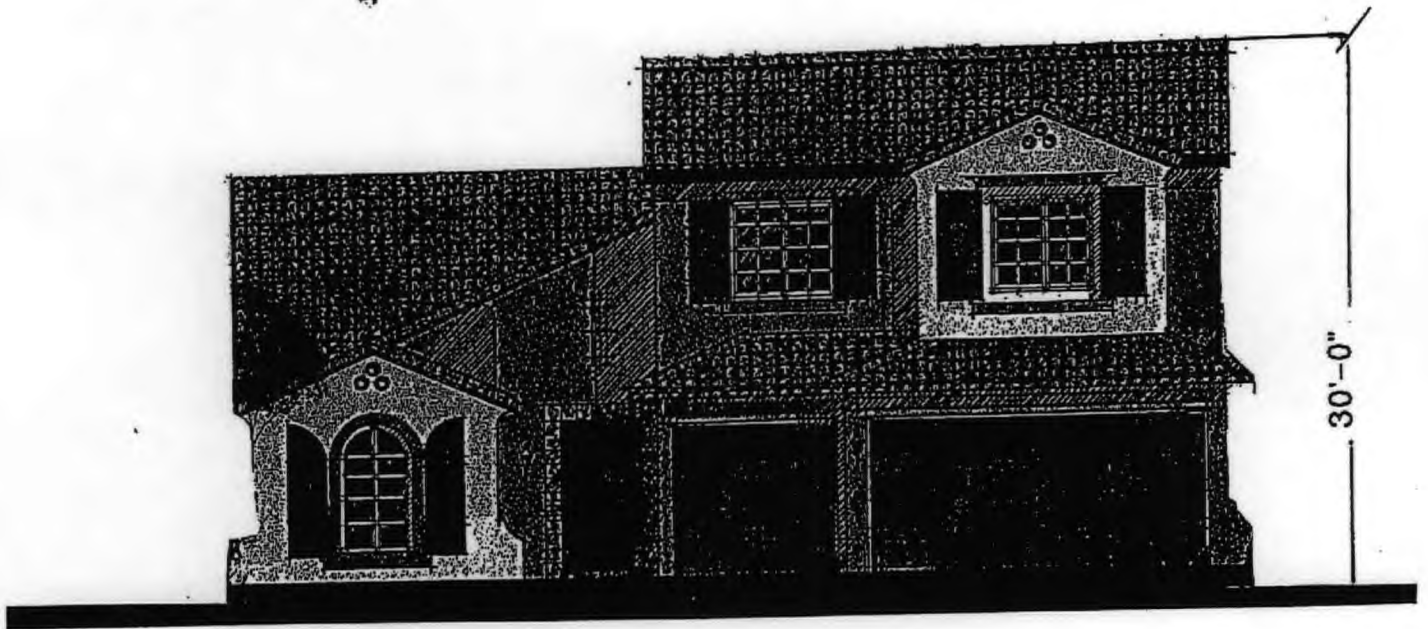
GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC



CONCEPTUAL ELEVATION PLAN 1X

OCT 23 2006

GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC



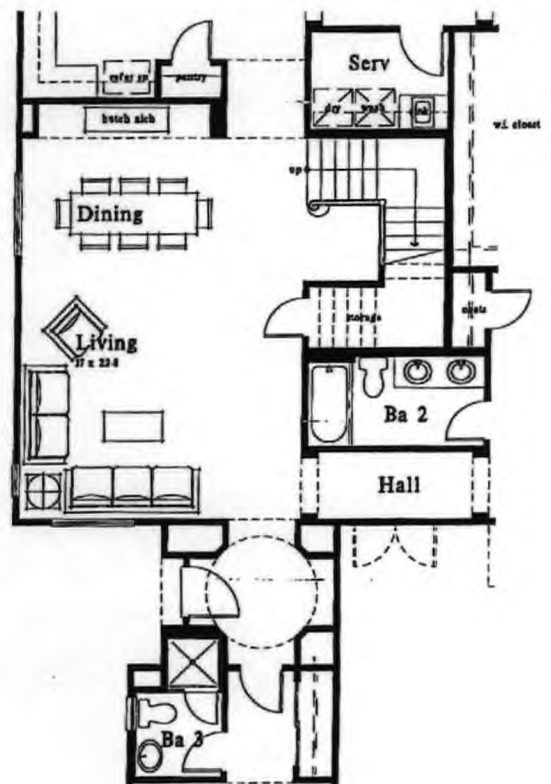
CONCEPTUAL ELEVATION PLAN 1X

OCT 23 2006

GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC



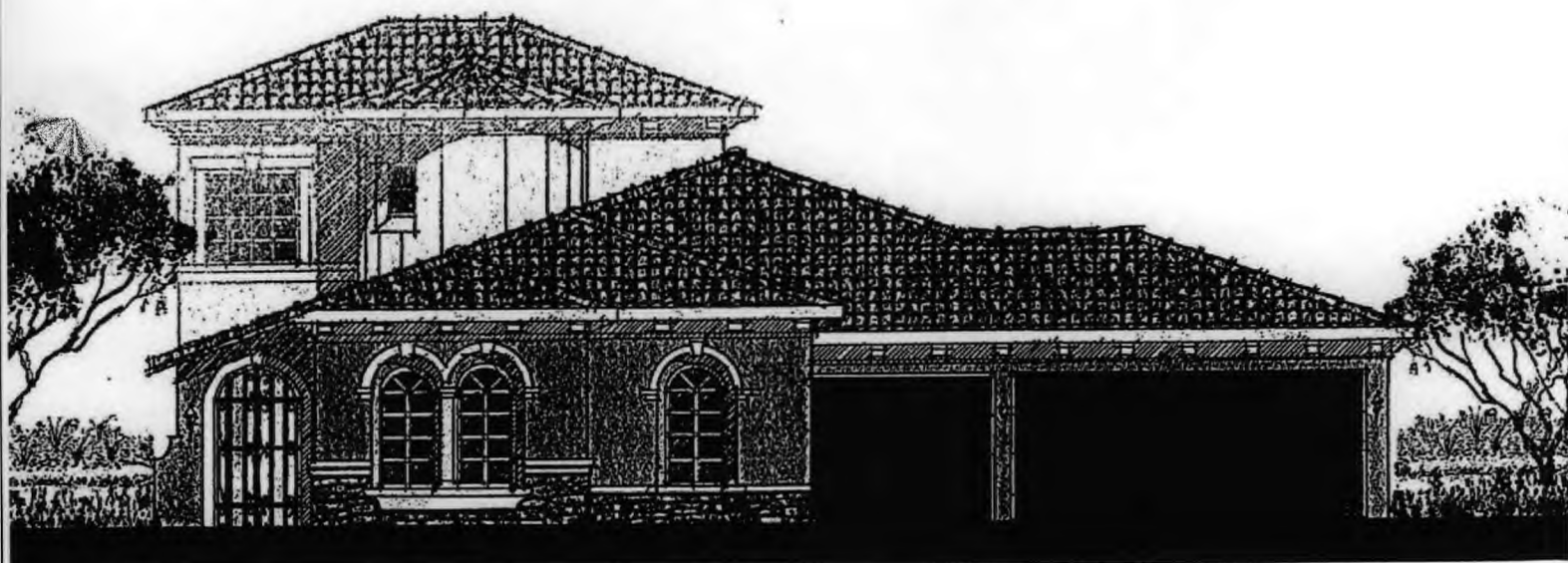
Conceptual Second Floor Plan 2X
 Second Floor: 995 sqft Total: 3,455 sqft



Conceptual First Floor Plan 2X
 First Floor: 2,860 sqft Total: 3,455 sqft

OCT 23 2006

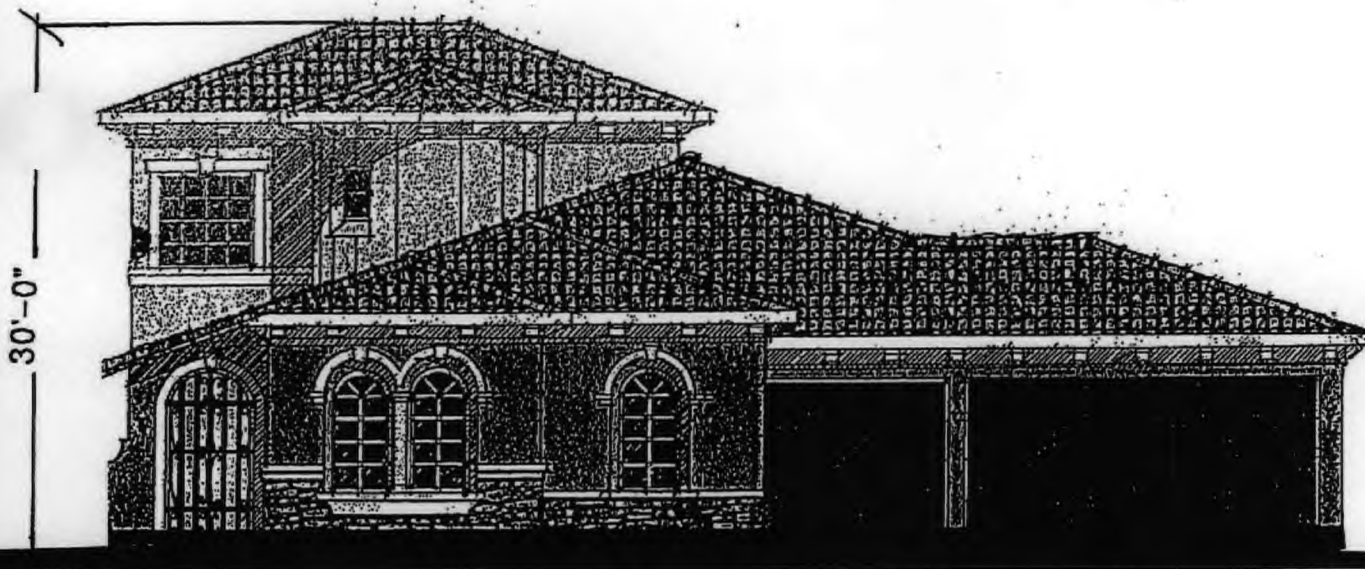
GPA-16538 ZON-16609
 WVR-16611 SDR-16611
 REVISED 11/02/06 PC



CONCEPTUAL ELEVATION PLAN 2X

11/23/2006

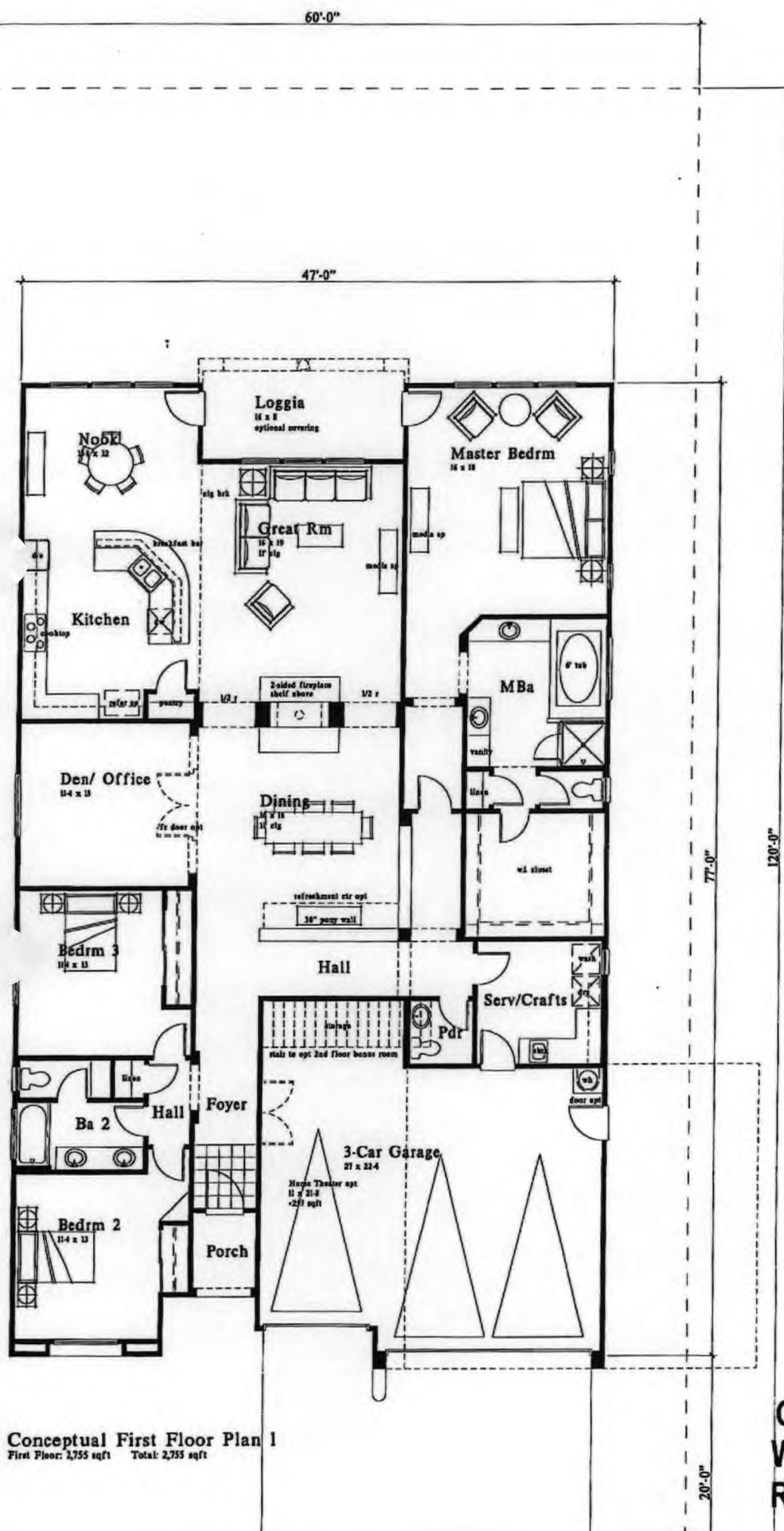
GPA-16538	ZON-16609
WVR-16611	SDR-16611
REVISED	11/02/06 PC



CONCEPTUAL ELEVATION PLAN 2X

01.12.3.2006

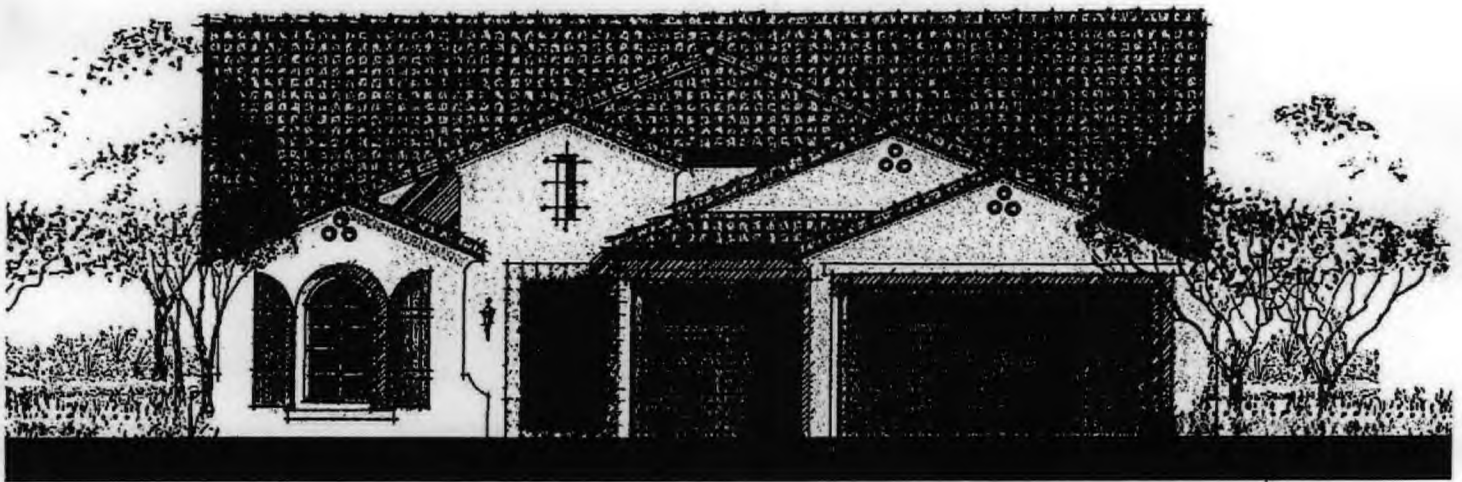
GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC



Conceptual First Floor Plan 1
First Floor: 2,755 sqft Total: 2,755 sqft

GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC

OCT 23 2006



CONCEPTUAL ELEVATION PLAN 1

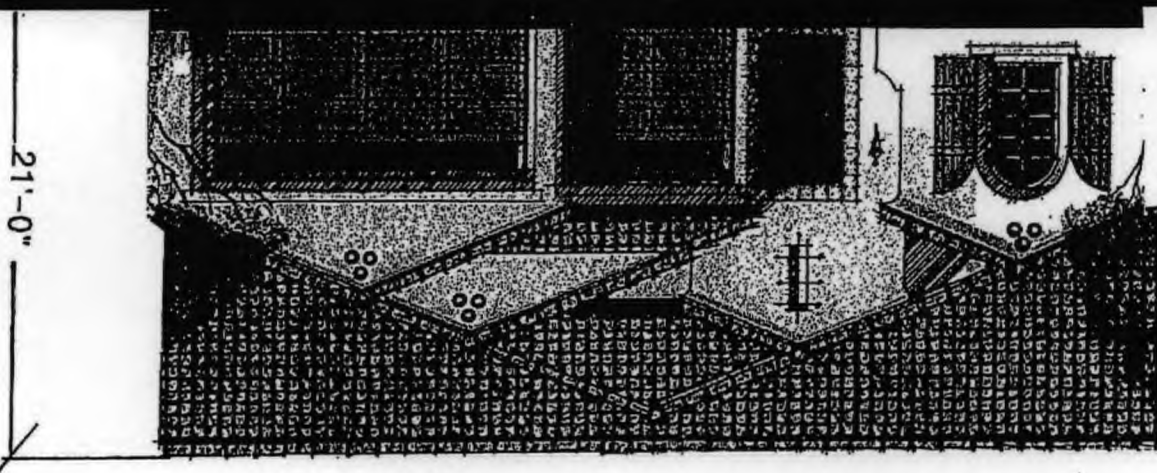
OCT 23 2006

GPA-16538	ZON-16609
WVR-16611	SDR-16611
REVISED	11/02/06 PC

GPA-16538 ZON-16609
WVR-16611 SDR-16611
REVISED 11/02/06 PC

OCT 23 2006

CONCEPTUAL ELEVATION PLAN 1

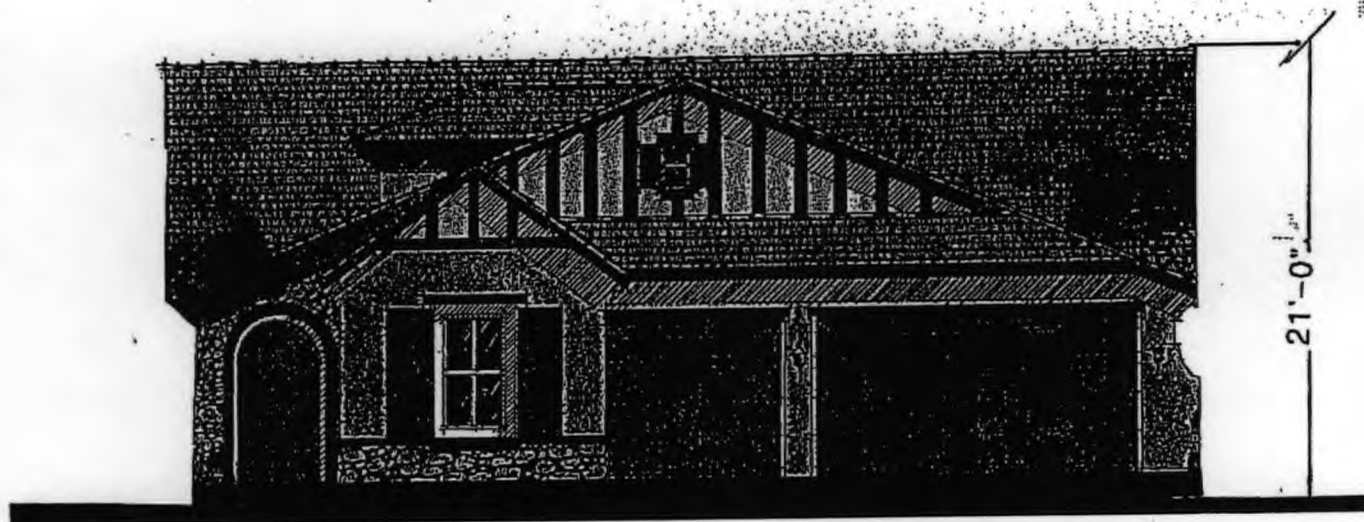




CONCEPTUAL ELEVATION PLAN 2

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
<i>(heaviest 60 minutes)</i>				
Existing traffic on all nearby streets:				
Torrey Pines Drive				
Average Daily Traffic (ADT)	1,062			
PM Peak Hour	85			
<i>(heaviest 60 minutes)</i>				
Azure Drive				
Average Daily Traffic (ADT)	2,958			
PM Peak Hour	237			
<i>(heaviest 60 minutes)</i>				
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



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



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.

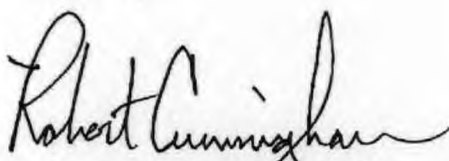
In addition, we are applying for a waiver of Title 18.12.160 which states that

"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

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 20, 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.

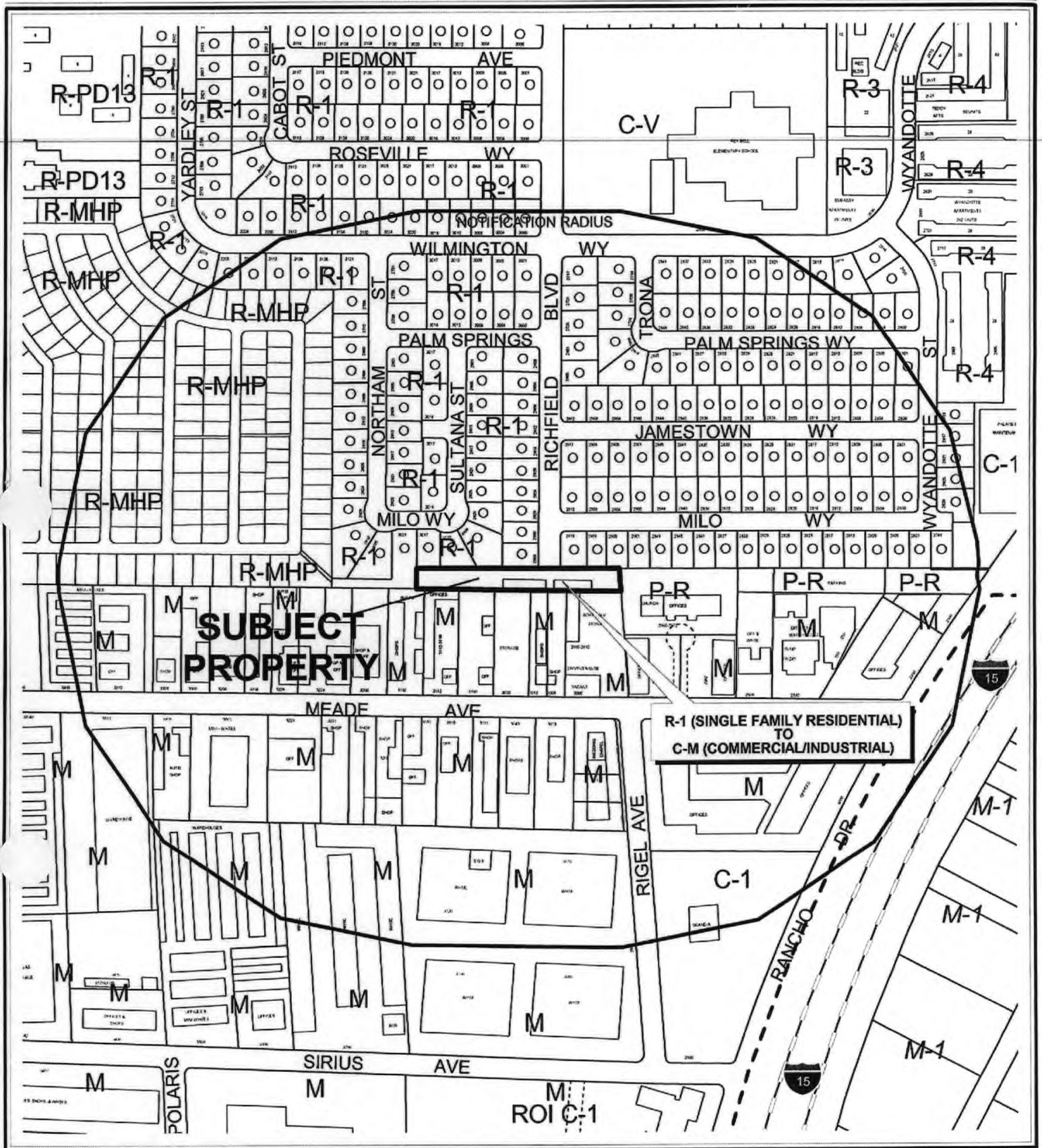
BACKUP DOCUMENTATION:

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 Kummer Kaempfer Bonner Renshaw & Ferrario for Item 116 and 117
8. Backup referenced from the 08-24-06 Planning Commission meeting Item 42

Motion made by GARY REESE to Table Item 107 [GPA-16202], Item 108 [ZON-16196], Item 109 [SUP-16198], Item 110 [SUP-16200] and Item 111 [SDR-16197]; HOLD IN ABEYANCE Item 116 [ZON-15031], Item 117 [SDR-15030], Item 132 [SDR-17298], Item 152 [RQR-17098] and Item 154 [SDR-17057] to 1/3/2007; Item 122 [VAR-16165], Item 127 [SDR-15747], Item 133 [GPA-16511], Item 134 [ZON-16519], Item 135 [VAR-16525] and Item 136 [SDR-16522] to 1/17/2007; Item 137 [GPA-16578], Item 138 [ZON-16580] and Item 139 [SDR-16581] to 2/7/2007; and Item 153 [SUP-13490] to 2/21/2007

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

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



CASE: 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 20, 2006
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: ABEYANCE - ZON-15031 - APPLICANT/OWNER: 3100
MEADE, LLC

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 6, 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: _____

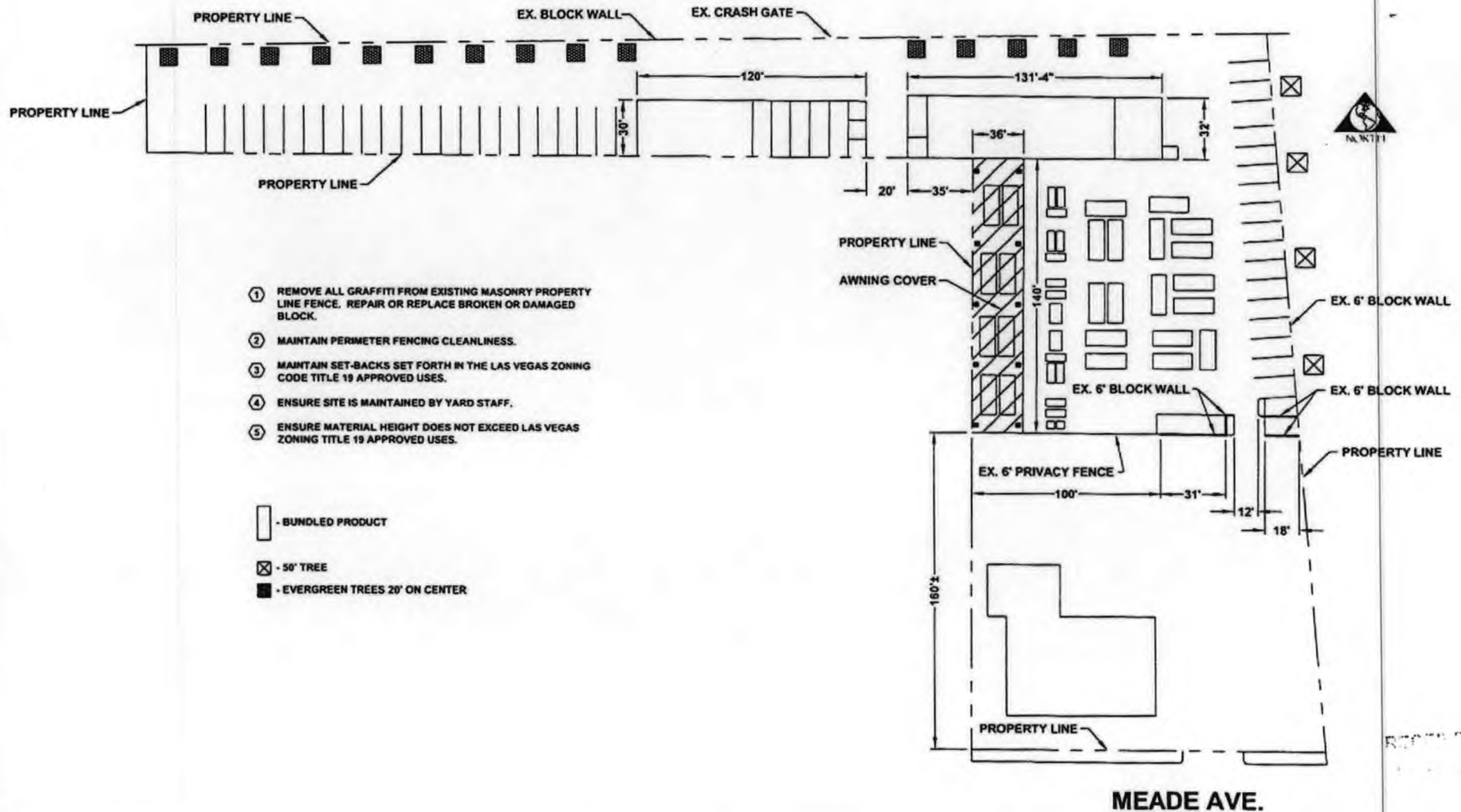
Print Name: Lucretia G Corral/3100 Meade LLC

Subscribed and sworn before me

This 13 day of June, 2006

Notary Public in and for said County and State





2990 - 3000 MEADE AVE.

CHAMPION DESIGNS

SCALE = N.T.S.

SITE PLAN

PAGE: 1 of 1

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JUL 11 2006

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

LAS VEGAS OFFICE

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aceleste@kkbrf.com
702 693.4215

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

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

July 11, 2006

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:

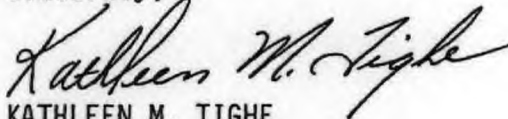
1. No use be permitted in the westerly 230 feet prior to review and approval by the Board of Zoning Adjustment.
2. Install 24 inch boxed evergreen trees 20 feet on center along the north property line as required by the Department of Community Planning and Development.
3. Obtain approval of connection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

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2006 NOV 13 A 10:14

Protest

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

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

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

Signature x [Signature]

Print Name Maria Aldaba Address 2829 MILO WAY Zip 89102

Signature x Maria M. Aldaba

Print Name Joe DeCelles Address 3100 MERRITT AVE Zip 89102

Signature x Joe DeCelles

Print Name Mario Zermeno Address 3024 WILSON WAY Zip 89102

Signature x [Signature]

Print Name Odete Tobler Address 2900 Richfield B Zip 89102

Signature x Odete V. Tobler

Print Name Bernie Knight Address 2604 GARDEN Zip 89102

Signature x Bernie Knight

Print Name Nancy Hoffmann Address 2832 Palm Spring Way Zip 89102

Signature x Nancy Hoffmann

Print Name Ed BORDENAVE Address 3013 KINGS WAY Zip 89102

Signature x Ed Bordenave

Submitted after final agenda

Date 11/13/06 Item # 93

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NOV 13 2006
**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 1st St Zip 89102

Signature x Jennifer Melendez

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JAN 1 1989

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 ☒ Diana Waldron

Print

Name Gary Boyer Address 2725 Merritt Ave Zip 89102

Signature ☒ Gary Boyer

Print

Name Antonio Esparza Address 2900 Milo Way Zip 89102

Signature ☒ Antonio Esparza

Print

Name Mariya waldo Comina Address 2828 Milo way Zip 89102

Signature ☒ Mariya Comina

Print

Name Brenda L. Valley Address 110 Milo Way Zip 89102

Signature ☒ Brenda Valley

Print

Name Juan Salas Address 2814 Wilburton Way Zip 89102

Signature ☒ Juan Salas

Print

Name Angela A. Vallejos Address 2816 Milo Way Zip 89102

Signature ☒ Angela A. Vallejos

Print

Name Solomon Vallejos Address 2816 Milo Way Zip 89102

Signature ☒ Solomon Vallejos

RECEIVED
CLERK

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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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 Biggio Address 3013 Merritt Ave Zip 89102

Signature x Linda Biggio

Print

Name DANA Biggio Address 3013 MERRITT AVE Zip 89102

Signature x Dana Biggio

Print

Name Jennifer White Address 3017 Milo Way Zip 89102

Signature x Jennifer E White

Print

Name Jorge Navarrete Address 2724 Merritt Ave Zip 89102

Signature x Jorge Navarrete

Print

Name Auline Kennedy Address 3108 Roseville Zip 89102

Signature x Auline Kennedy

Print

Name Gerard Burch Address 3013 Milo Way Zip 89102

Signature x Gerard Burch

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**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
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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 / for Zella Meyer (Daughter (couldn't attend Broke her hip))

Print Name GONZALO ELIZONDO Address 3017 ROSEVILLE WAY Zip 89102

Signature x Gonzalo Elizondo

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

Signature x Evelyn L. Braunita

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

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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 RRI LLO

Print Name JUDY BURNS Address 2804 ALCOA AVE Zip 89102

Signature x Judy T. Burns

Print Name ~~Adrienne~~ 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 Hermit Ave. Zip 89102-6087

Signature x Cleta Whipple Melvin R. Whipple

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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Print Name LILY PHILLIPS Address 3004 WILMINGTON WAY Zip 89102

Signature x Lily Phillips

Print Name AHMAD-ARABAT Address 3000 - WILMINGTON Zip 89102

Signature x A. Arabat

Print Name MAURICIO ROJAS Address 3004 MERRITT AVE. Zip 89102

Signature x Mauricio Rojas

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

Signature x Beverly C. Stewart

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

Signature x Robert T. Lemley

Print Name DAVID DARBY Address 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

LETTERS AGAINST
RICHFIELD NEIGHBORHOOD RESIDENTS
ZON-15031
CITY CLERK

2006 NOV 13 A 10:15

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Print

Name LETICIA FRANK Address 3008 WILMINGTON LV NV Zip 89102

Signature x Leticia Frank

Print

Name Phillip Jeffers Address 2725 Alcoa Ave Zip 89102

Signature x Phillip Jeffers

Print

Name AL LOOSE Address 3109 W King way Zip 89102

Signature x AL LOOS

Print

Name Esther A. Lucibello Address 2821 Wilmington Way Zip 89102

Signature x Esther A. Lucibello

Print

Name LORRAINE WOODBURY Address 2817 ALCOA AVE. Zip 89102

Signature x Lorraine Woodbury

Print

Name Joe Hopper Address 2828 Alcoa Ave Zip 89102

Signature x J. Hopper

Print

Name Alice Maguire Address 3021 Milo Wy Zip 89102

Signature x Alice Maguire

Print

Name GEO AVELER Address 2905 ALCOA AVE Zip 89102

Signature x GEO AVELER

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**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
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Print

Name Hipolito Olocra Address 3024 Piedmont Ave Zip 89102

Signature x [Signature]

Print

Name Gayle RAVESSE Address 3000 Palm Springs W Zip 89102

Signature x [Signature]

Print

Name MARIE Mc CAUGHY Address 2833 WILMINGTON Zip 89102

Signature x [Signature]

Print

Name _____ Address _____ Zip _____

Signature x [Signature]

Print

Name Jorge E. Hernandez Address 2724 Alcazar Zip _____

Signature x _____

Print

Name Robert Luscombe Address 2724 Trona St. Zip 89102

Signature x [Signature]

Print

Name Nicole Luscombe Address 2724 Trona St. Zip 89102

Signature x [Signature]

Print

Name Don Sheely Address 2840 MILO WAY Zip 89102

Signature x [Signature]

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Print Name Nancy & Joseph Stackman Address 3204 WILMINGTON WAY Zip 89102

Signature x Nancy Stackman

Print Name [Signature] Address [Signature] Zip 89102

Signature x [Signature]

Print Name _____ Address _____ Zip _____

Signature x Shirleen DeMasi

Print Name SHIRLEEN DEMASI Address 2801 PALM SPRINGS Zip 89102

Signature x

Print Name Bullene Kennedy Address 3109 Kreville Zip 89102

Signature x Bullene Kennedy

Print Name Jennifer Melendy Address 2600 Cabot Zip 89102

Signature x Jennifer Melendy

Print Name TERRANCE K. ROSE Address 3100 Kings Hwy Zip 89102

Signature x Terrance K. Rose

Print Name Jon Holten Address 2913 JAMSTOWN WAY Zip 89102

Signature x Jon Holten

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**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
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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. LIAVE Address 2529 Richfield Blvd Zip 89102
Las Vegas NV.

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

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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Print

Name Delilah Ascencio Address 3009 wilmingtton 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 FINO Address 301 wilmingtton way Zip 89102

Signature x Eduardo Fino

Print

Name ARLETT FINO Address 301 wilmingtton way Zip 89102

Signature x Arlett Fino

Print

Name MARIA N HARVEY Address 3000 ROSEVILLE Zip 89102

Signature x Maria 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

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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 ☒ Adriane S. de Oliveira

Print Name Antonio de Oliveira Address 3209 Merritt Zip 89102

Signature ☒ Antonio de Oliveira

Print Name Katherine Martin Address 2801 Alcoa Ave LVN Zip 89102

Signature ☒ Katherine Martin

Print Name GILBERTES ARCHEA Address ✓ Zip ✓

Signature ☒ Gilbertes Archea

Print Name Jorge Mayorga Address 2824 Northam St. Zip 89102

Signature ☒ Jorge Mayorga

Print Name Melini Fiso Address 2904 Richfield Blvd Zip 89102

Signature ☒ Melini Fiso

Print Name MARIA Sato Address 2825 Richfield Zip 89102

Signature ☒ Maria Sato

Print Name Diana A. Rhebok Address 2812 Richfield Zip 89102

Signature ☒ Diana A. Rhebok

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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2006 NOV 13 A 10:16

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Print Name Arlene Jorgensen Address 2912 Tamar Town 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. Leg

Print Name Candace Johnson Address 2828 Northam St Zip 89102
Signature x Candace Johnson

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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
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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 Gaeto

Print Name JOSE ORTIZ Address 2849 milo way Zip 89102
Signature x Ortiz

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

Print Name Angela Perez Address 2905 MILO Way Zip 89102
Signature x aperez

Print Name Pedro Salas Address 2909 MILO WAY Zip 89102
Signature x Salas

Print Name Betty SELBY Address 3017 W JAMESTOWN Zip 89102
Signature x Betty Selby

Print Name Jon Hartley Address 2913 JAMESTOWN Way Zip 89102
Signature x JON E HOLTER

**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

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2006 NOV 13 A 10:16

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Print Name Elise Serpas Address 2908 Jamestown Zip 89102

Signature x 

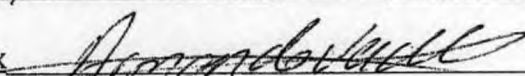
Print Name Maria LeRios Address 2904 Jamestown Way Zip 89102

Signature x 

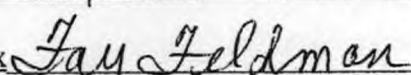
Print Name Cecilia Valdes Address 2840 Jamestown Zip 89102

Signature x 

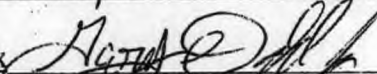
Print Name Armando Valdes Address 2840 Jamestown Zip 89102

Signature x 

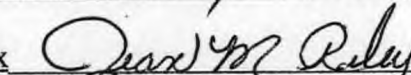
Print Name FAY Feldman Address 2836 Jamestown Way Zip 89102

Signature x 

Print Name GARY DOD, 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 

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**RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST
ZON-15031**

2006 NOV 13 A 10:14

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Print Name DAVID STROUD Address 2905 MERRITT AVE Zip 89102

Signature x David Stroud

Print Name R. Lynn Glaser Address 2904 Merritt Ave Zip 89102

Signature x R. Lynn Glaser

Print Name Gerry Rougey Address 2901 Merritt Ave Zip 89102

Signature x Gerry J Rougey

Print Name Glenn Higgins Address 2900 Merritt Zip 89102

Signature x Glenn Higgins

Print Name Thelma P. Rosales Address 2908 Merritt Ave Zip 89102

Signature x Rosales

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

Print Name _____ Address _____ Zip _____

Signature x _____

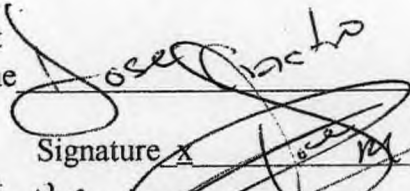
RECEIVED
CITY CLERK

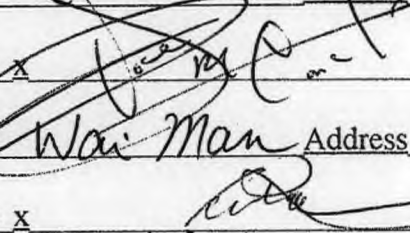
RICHFIELD NEIGHBORHOOD RESIDENTS AGAINST ZON-15031

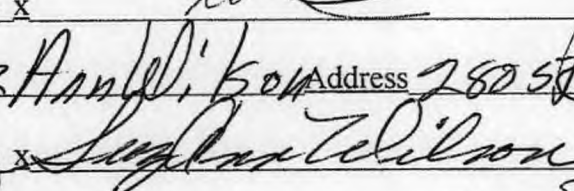
2006 NOV 13 A 10:16

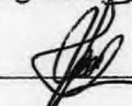
1. Whereas the present R-1 Zoning abutting our neighborhood's south property line is our only protection against any commercial business choosing to operate there;
2. Whereas this present protection gives the residents of the Richfield Neighborhood a voice in maintaining a reasonable quality of life 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 Jose Pino Address 2729 Alcorn Ave Zip 89102
Signature x 

Print Name Mok Wai Man Address 2808 Richfield Blvd Zip 89102
Signature x 

Print Name Suzanne L. Korn Address 2805 Richfield Zip 89102
Signature x 

Print Name  Address 2513 Richfield Zip 89102
Signature x NASIRAH ALI 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

RECEIVED
CITY CLERK

2006 NOV 13 A 10:11

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 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**

CITY CLERK

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 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
3800 Howard Hughes Parkway
Seventh Floor
Las Vegas, NV 89169
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
5585 Kietzke Lane
Reno, NV 89511
Tel: 775.852.3900
Fax: 775.852.3982

SUMMERLIN OFFICE
3425 Cliff Shadows Parkway
Suite 150
Las Vegas, NV 89129
Tel: 702.693.4280
Fax: 702.999.8457

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

December 20, 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 20, 2006 until January 3, 2007.

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

Sincerely,

KUMMER KAEMPFER BONNER RENSCHAW & FERRARIO

Stephanie H. Allen/mlt
Stephanie H. Allen

SHA/mlt

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

2006 DEC 20 P 1:26

RECEIVED
CITY CLERK



276860_1.DOC

Submitted after final agenda

Date 12/20/06 Item # 116417

11954.4

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

LEASE AGREEMENT
(Modified Gross)

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

BASIC LEASE INFORMATION

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

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

INITIAL LEASE TERM: 6 MONTHS AND 15 DAYS

EARLY OCCUPANCY DATE: _____

SCHEDULED COMMENCEMENT DATE: June 16, 2006

SCHEDULED EXPIRATION DATE: December 31, 2006

BASE RENT, OPERATING EXPENSES AND SECURITY DEPOSIT:

(a) Base Rent due pursuant to Paragraph 3:

June 16, 2006 through June 30, 2006

\$ 1,586.50 per month

July 1, 2006 through December 31, 2006

\$ 3,173.00 per month

(b) Security Deposit pursuant to Paragraph 5

\$3,173.00

(c) Monthly HVAC Service Charge pursuant to Paragraph 7.3:

June 16, 2006 through June 30, 2006 \$30.00

July 1, 2006 through December 31, 2006 \$60.00

(d) Monthly Trash Surcharge \$ N/A

NOTICE

ADDRESSES:

NOTICE TO LANDLORD:

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

NOTICE TO TENANT:

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

**BILLING AND
PAYMENT**

ADDRESSES:

LOCKBOX REMITTANCE TO LANDLORD:

Location #1 Commerce Ctr.
Unit No. 32
P O Box 5000
Portland, Oregon 97208-5000

BILLING TO TENANT:

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

TENANT'S TAXPAYER ID #: 88-0457989

GUARANTOR: None

TENANT CONTACT: Name: Jason Randall

Telephone: 702-643-7766

Fax: 702-643-9494

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

Landlord

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

By: Kertha Williams

Name: Kertha Williams

Its: Regional Leasing Director

Tenant

Champion Designs LLC, dba Champion Vinyl Products

By: Lucretia G. Corral

Lucretia G. Corral, President

By: Jason A. Randall

Jason A. Randall, Director Of Operations

STANDARD LEASE PROVISIONS
(Modified Gross)

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

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

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

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

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

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

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

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

6 Obligations of Landlord and Tenant.

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

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

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

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

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

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

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

8 Use.

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

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

9. Assignment and Subletting.

9.1 Transfers; Consent. Tenant shall not, without the prior written consent of Landlord, (a) assign, transfer, mortgage, hypothecate, or encumber this Lease or any estate or interest herein, whether directly, indirectly or by operation of law, (b) permit any other entity to become a Tenant hereunder by merger, consolidation, or other reorganization, (c) if Tenant is a corporation, partnership, limited liability company, limited liability partnership, trust, association or other business entity (other than a corporation whose stock is publicly traded), permit, directly or indirectly, the transfer of any ownership interest in Tenant so as to result in (i) a change in the current control of Tenant, (ii) a transfer of twenty-five percent (25%) or more in the aggregate in any twelve (12) month period in the beneficial ownership of such entity or (iii) a transfer of all or substantially all of the assets of Tenant, (d) sublet any portion of the Premises, or (e) grant any license, concession, or other right of occupancy of or with respect to any portion of the Premises, or (f) permit the use of the Premises by any party other than Tenant or a Tenant Party (each of the events listed in this Paragraph 9.1 being referred to herein as a "Transfer"). At least twenty (20) business days prior to the effective date of any proposed Transfer, Tenant shall provide Landlord with a written description of all terms and conditions of the proposed Transfer and all consideration therefor, copies of the proposed documentation, and such information as Landlord may reasonably require. Any Transfer made without Landlord's consent shall be void and shall constitute an Event of Default by Tenant. Tenant shall pay to Landlord \$500 as a review fee for each Transfer request, and reimburse Landlord for its reasonable attorneys' fees and all other costs incurred in connection with considering any request for consent to a proposed Transfer. Landlord's consent to a Transfer shall not release Tenant from its obligations under this Lease (or 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 untenable for a period of more than one hundred eighty (180) days, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord within thirty (30) days after the Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If any material portion, but less than all, of the Project, Building or the Premises becomes subject to a Taking, or if Landlord is required to pay any of the proceeds received for a Taking to any Holder of any Security Instrument, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within thirty (30) days after such Taking, and all Rent paid or payable hereunder shall be apportioned between Landlord and Tenant as of the date of such Taking. If this Lease is not so terminated, then Base Rent thereafter payable hereunder shall be abated for the duration of the Taking in proportion to that portion of the Premises rendered untenable by such Taking. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the land on which the Project is situated, the Project, and other improvements taken, and Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award).

14. **Fire or Other Casualty**

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

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

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

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

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

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

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

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

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

18. **Surrender of Premises.** No agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or earlier termination of this Lease, Tenant shall deliver to Landlord all keys to the Premises, and Tenant shall deliver to Landlord the Premises in the same condition as existed on the date Tenant originally took possession thereof, ordinary wear and tear excepted. In addition, prior to the expiration of the Term or any sooner termination thereof, (a) Tenant shall remove such Alterations as Landlord shall request (even if installed with Landlord's consent) and shall restore the portion of the Premises affected by such Alterations and such removal to its condition existing immediately prior to the making of such Alterations, (b) Tenant shall remove from the Premises all unattached trade fixtures, furniture, equipment and personal property located in the Premises, including, without limitation, phone equipment, wiring, cabling and all garbage, waste and debris, and (c) Tenant shall repair all damage to the Premises or the Project caused by any such removal including, without limitation, full restoration of all holes and 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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SIRIUS AVENUE

LOCATION ONE BUSINESS PARK

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

PARCEL NUMBER:
15207502013

PARCEL MAP FILE:
#10, PG. 23
Y21 R61 SECTION 7

ZONE: M-1

EXHIBIT A

WYNN ROAD

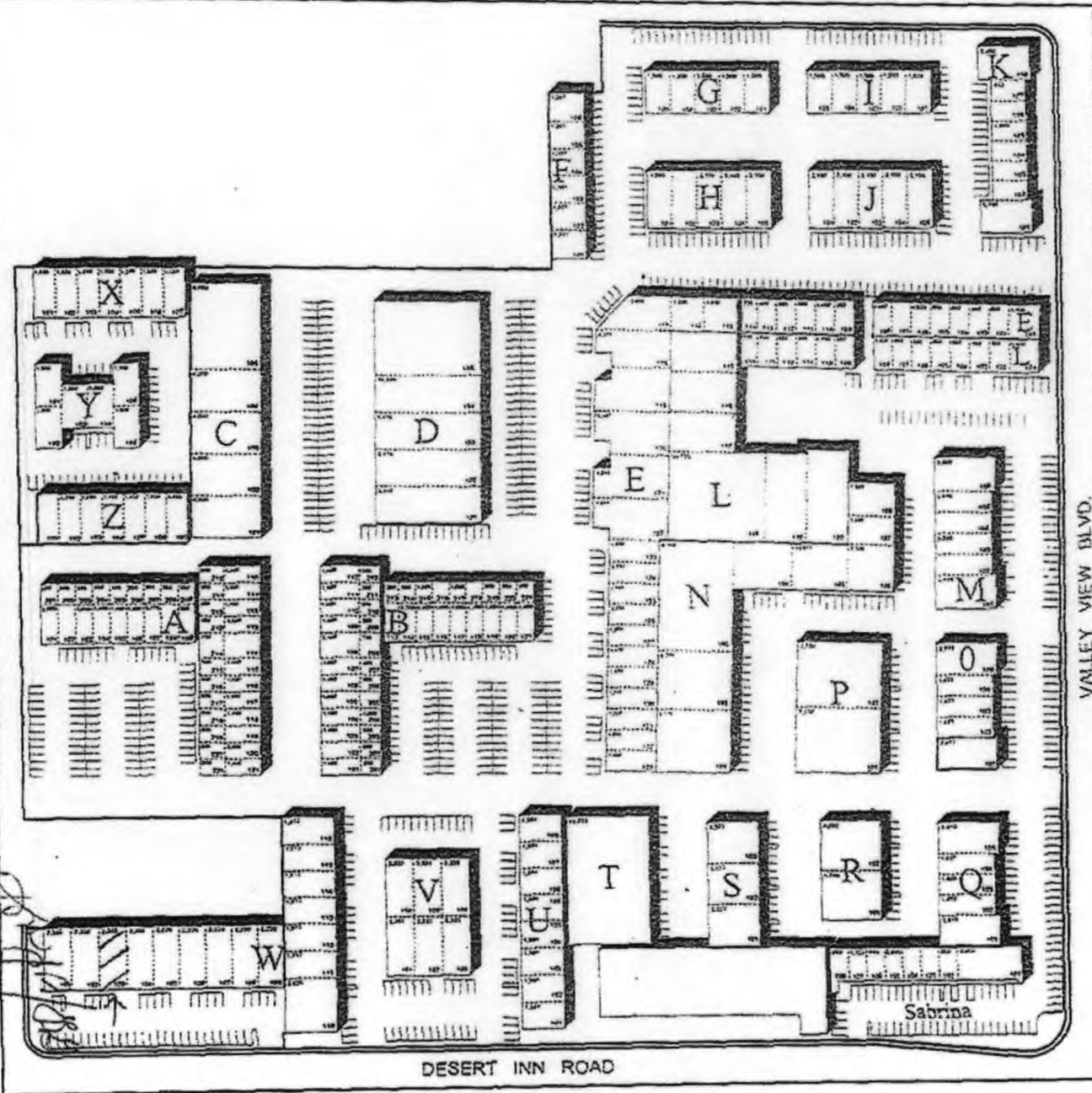


EXHIBIT B

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 20, 2006**DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:**

SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-15031

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

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

6

City Council Meeting

31

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

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

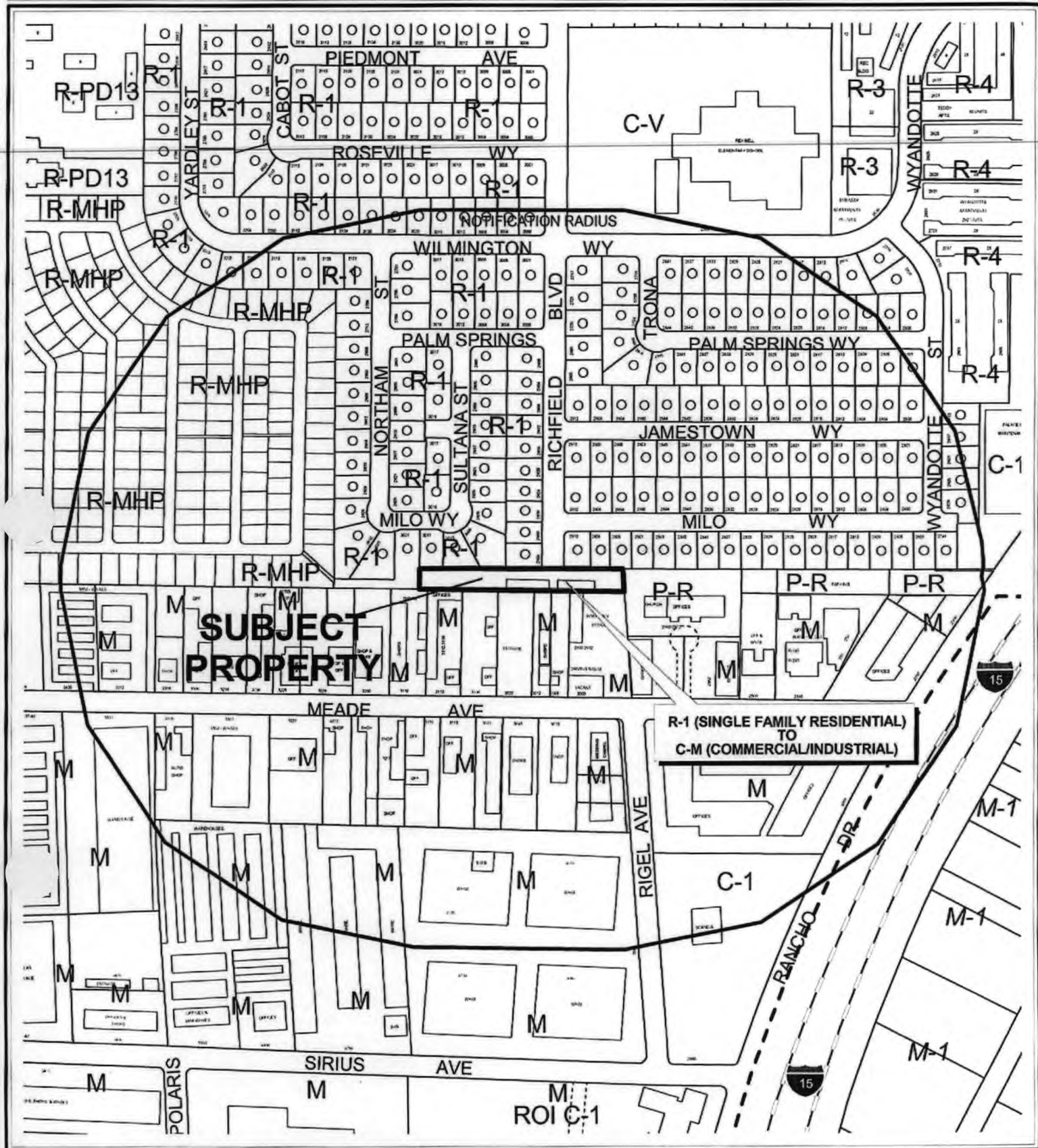
Motion made by GARY REESE to Table Item 107 [GPA-16202], Item 108 [ZON-16196], Item 109 [SUP-16198], Item 110 [SUP-16200] and Item 111 [SDR-16197]; HOLD IN ABEYANCE Item 116 [ZON-15031], Item 117 [SDR-15030], Item 132 [SDR-17298], Item 152 [RQR-17098] and Item 154 [SDR-17057] to 1/3/2007; Item 122 [VAR-16165], Item 127 [SDR-15747], Item 133 [GPA-16511], Item 134 [ZON-16519], Item 135 [VAR-16525] and Item 136 [SDR-16522] to 1/17/2007; Item 137 [GPA-16578], Item 138 [ZON-16580] and Item 139 [SDR-16581] to 2/7/2007; and Item 153 [SUP-13490] to 2/21/2007

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

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

Minutes:

See Item 116 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 20, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

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

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 6, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

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

Planning and Development

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

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

Public Works

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

**** STAFF REPORT ****

APPLICATION REQUEST

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

EXECUTIVE SUMMARY

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

BACKGROUND INFORMATION

A) *Related Actions*

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

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

B) Pre-Application Meeting

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

C) Neighborhood Meetings

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

DETAILS OF APPLICATION REQUEST

A) Site Area

Net Acres: 0.80

B) Existing Land Use

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

C) Planned Land Use

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

D) Existing Zoning

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

E) General Plan Compliance

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

PROJECT DESCRIPTION

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

ANALYSIS

A) Zoning Code Compliance

A1) Development Standards

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

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

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

A2) Residential Adjacency Standards

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

A3) Parking and Traffic Standards

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

Uses	GFA	Required			Provided	
		Ratio	Parking		Parking	
			Regular	Handicap	Regular	Handicap
Industrial	9,100 SF	1/1,000 GFA	10	1	25	2

The site exceeds the parking requirements of Title 19.10.

A4) Landscape and Open Space Standards

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

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

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

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

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

B) General Analysis and Discussion

- Zoning

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

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

- Site Plan

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

- Waivers

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

- Landscape Plan

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

- Elevation

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

- Floor Plan

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

FINDINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

PLANNING COMMISSION ACTION

The Planning Commission added conditions 13 and 19.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

11

ASSEMBLY DISTRICT 10

SENATE DISTRICT 3

NOTICES MAILED 552 by Planning Department

APPROVALS 0

PROTESTS 0



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

Name of Property Owner: 3100 Meade LLC

Name of Applicant: Lucretia G. Corral

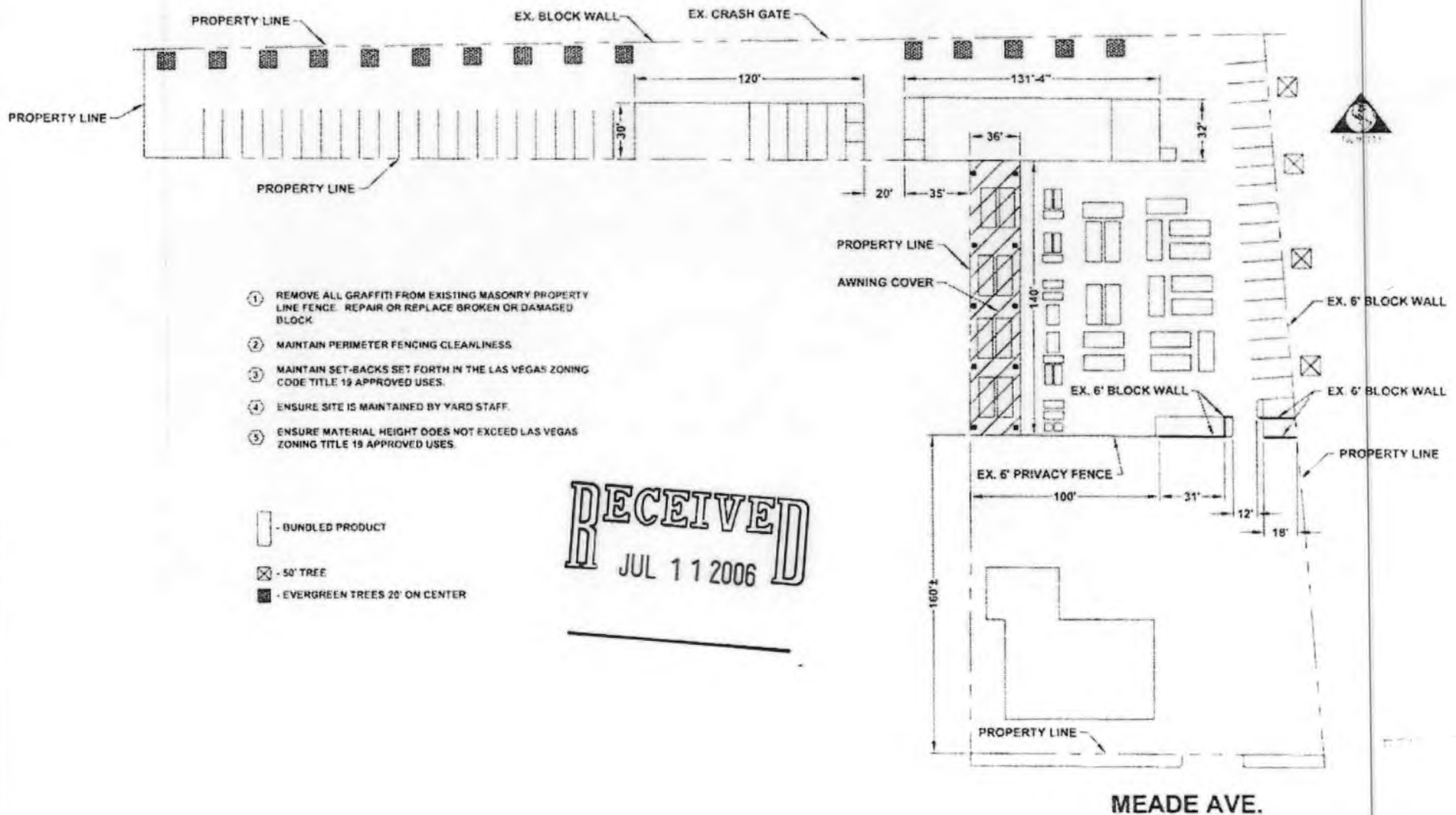
Yes ☐ No ☒

APN: _____

Print Name: Lucretia G. Corral/3100 Meade LLC

Notary Public in and for said County and State





2990 - 3000 MEADE AVE.

CHAMPION DESIGNS

SCALE = N.T.S.

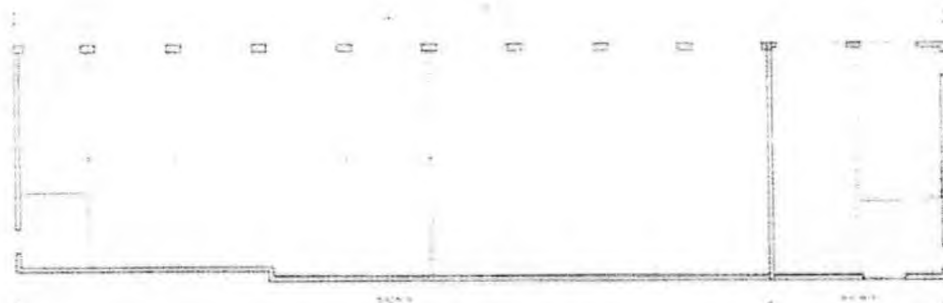
SITE PLAN

PAGE: 1 of 1

SDR-15030
08/24/06 PC



GROUND FLOOR PLAN
SCALE: 1/8" = 1'-0" BUILDING D



GROUND FLOOR PLANS
SCALE: 1/8" = 1'-0" BUILDINGS A & B



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

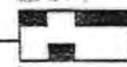
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Champion Vinyl Products

Las Vegas, NV

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



FRONTLINE group

MOSE

architecture studio

SDR-15030
08/24/06 PC

Conceptual Floor Plans: Open Plan
Massing: Open Plan
on plans: Open Plan



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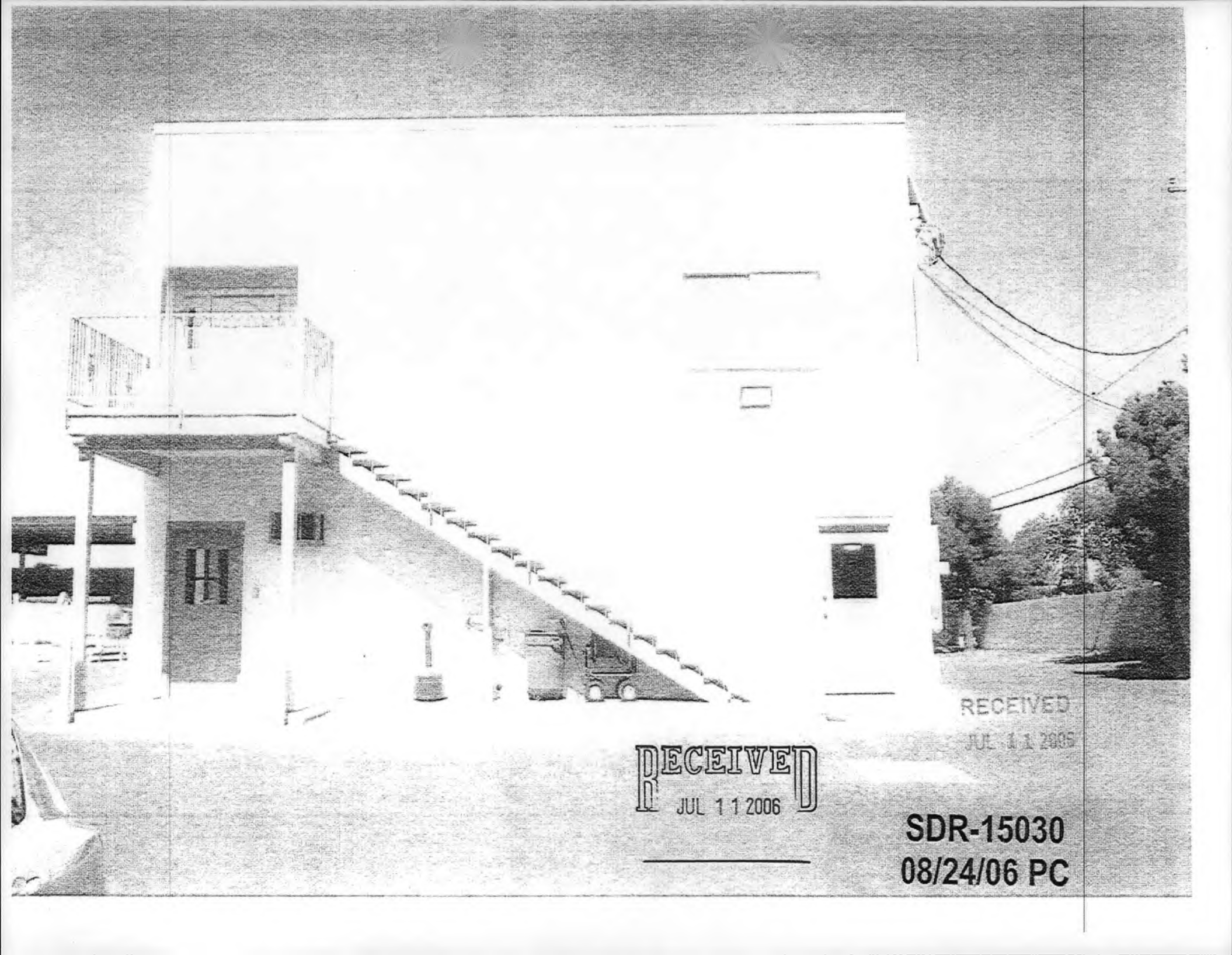
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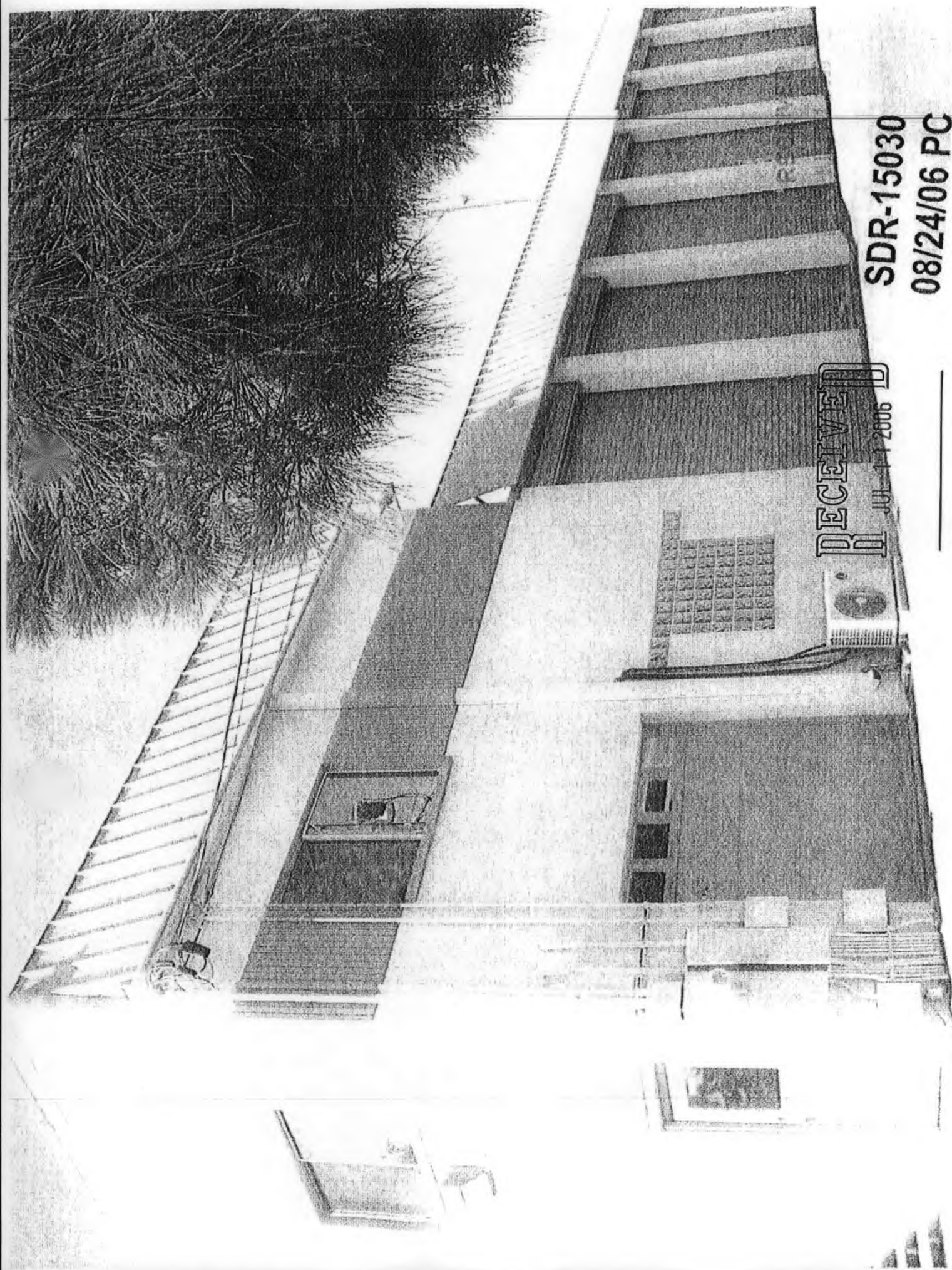
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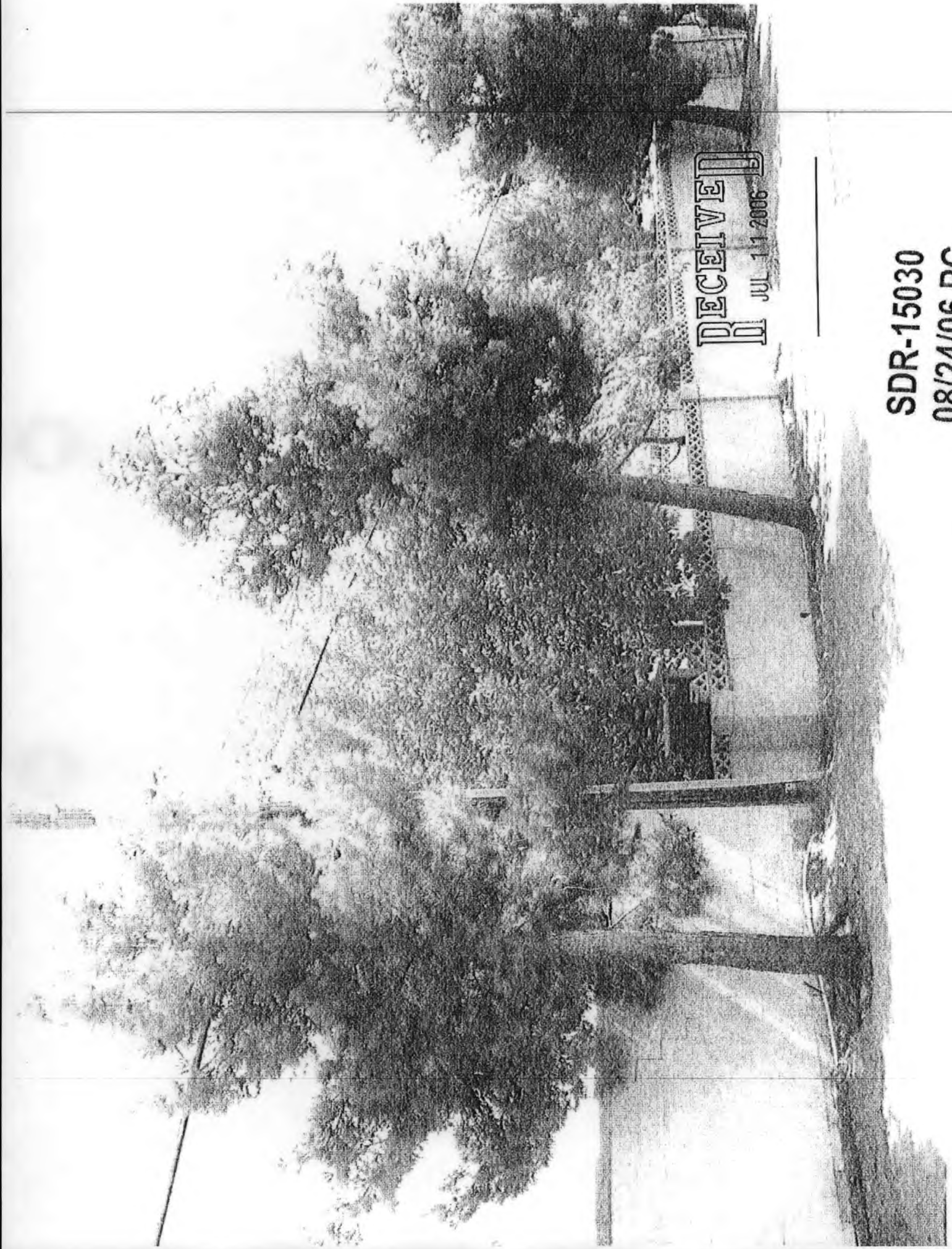
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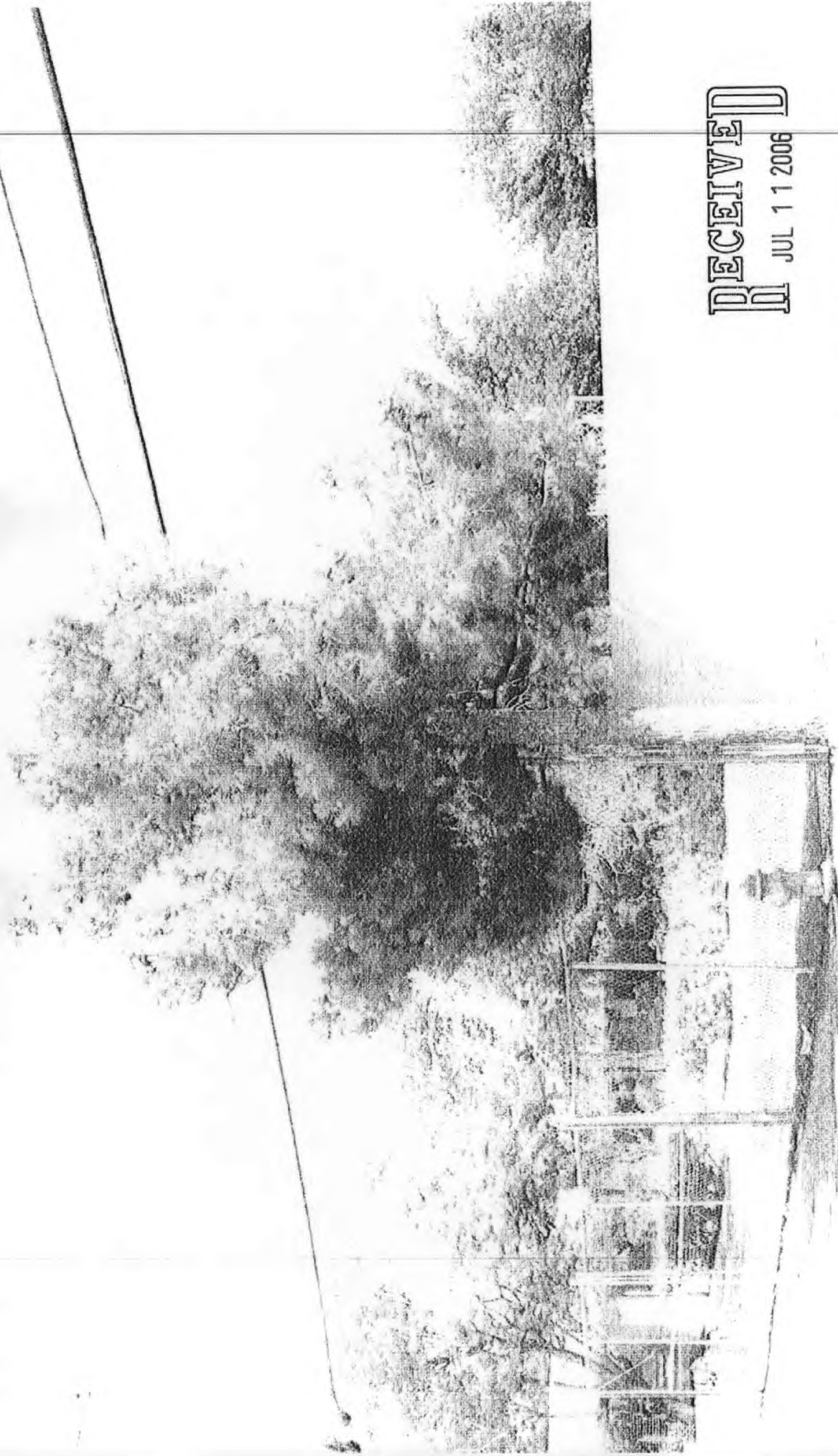


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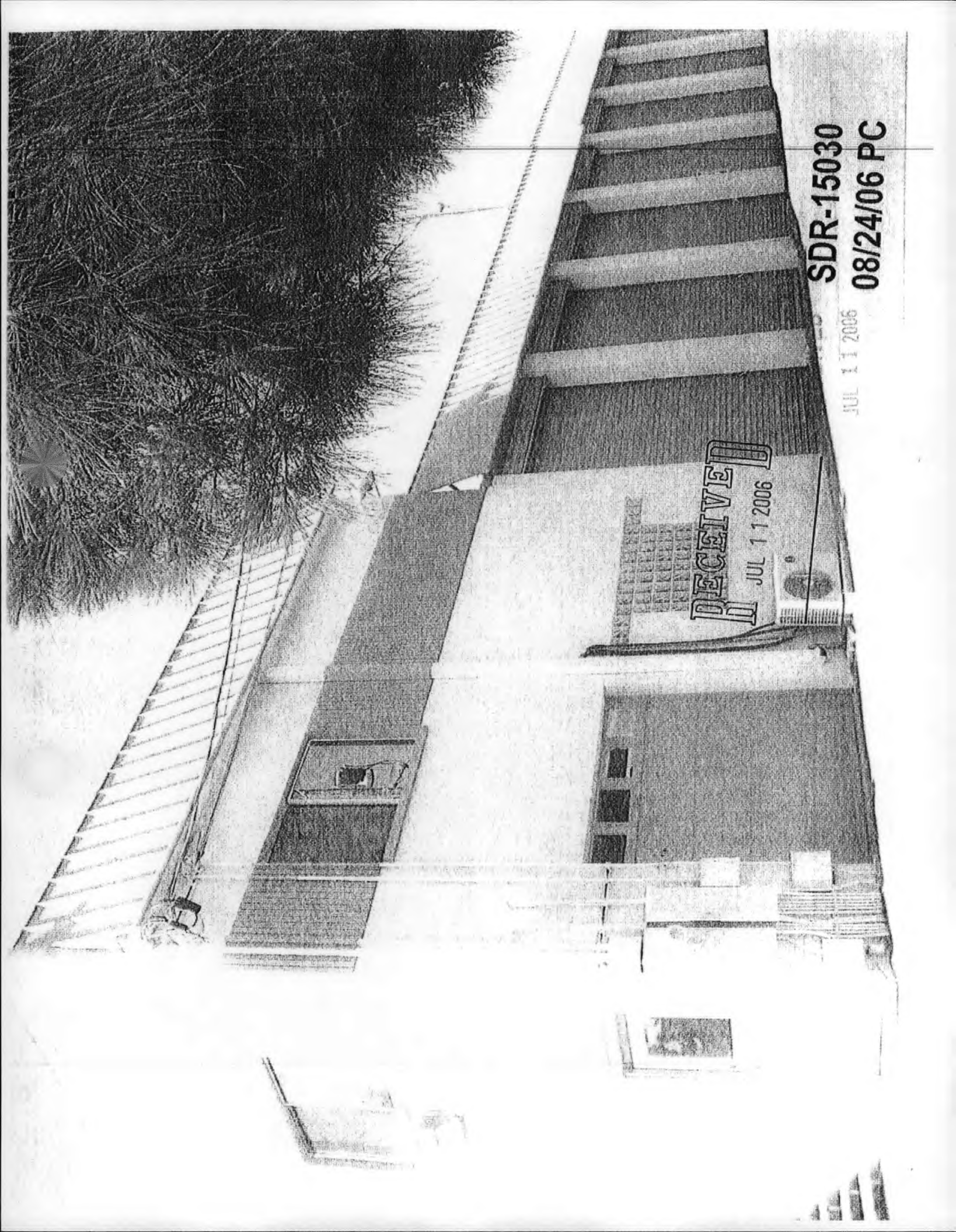
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SDR 15030				
3100 Meade, LLC				
N of Meade, W of Rancho				
Proposed 9.1 thousand square foot storage buildings.				
Traffic produced by proposed development:				
New development	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL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



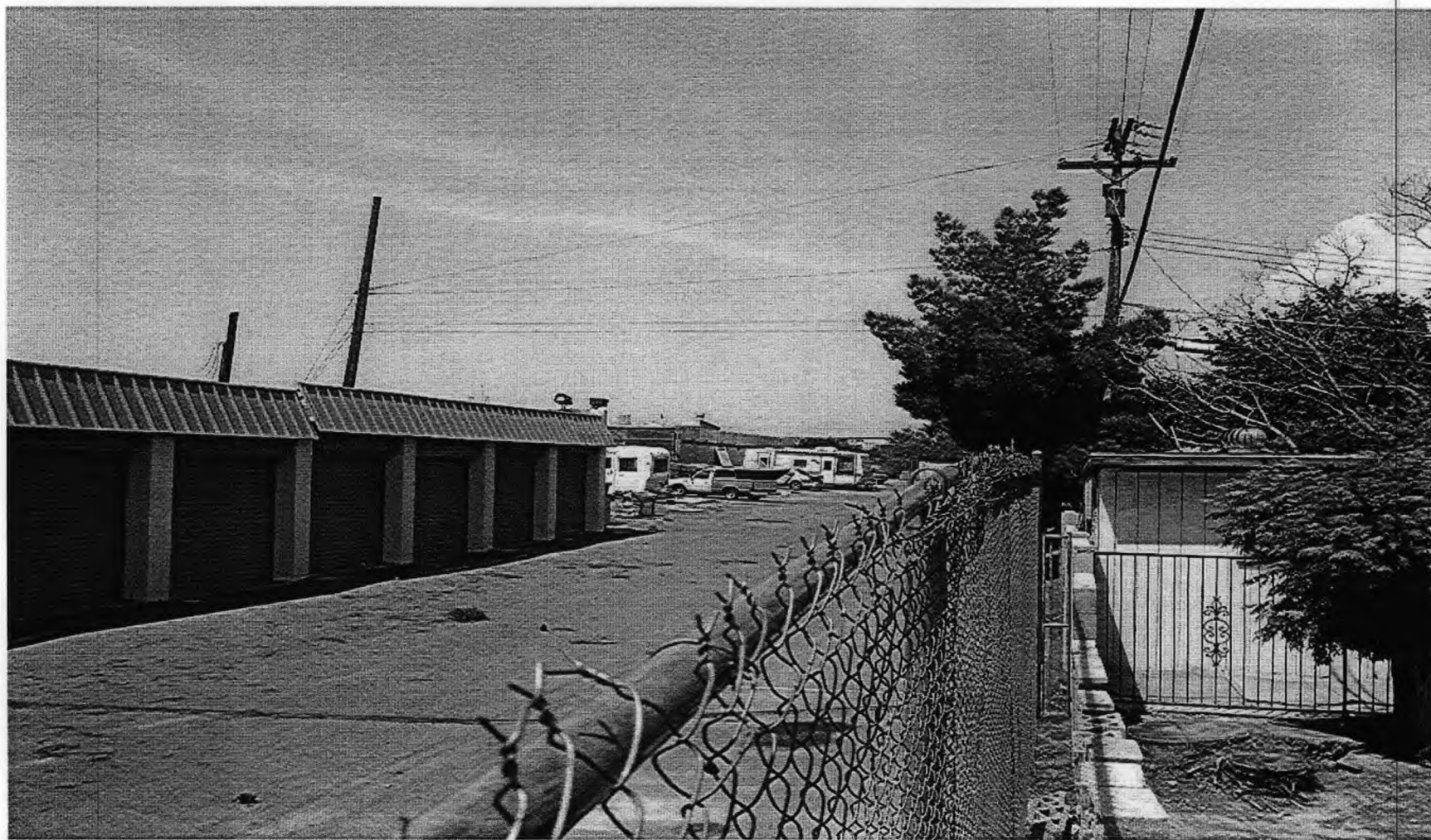
ZON-15031 & SDR-15030 - APPLICANT/OWNER: 3100 MEADE, LLC
300 FEET NORTH OF MEADE AVENUE, 980 FEET WEST OF RANCHO DRIVE
AUGUST 24, 2006 PLANNING COMMISSION

07/26/06



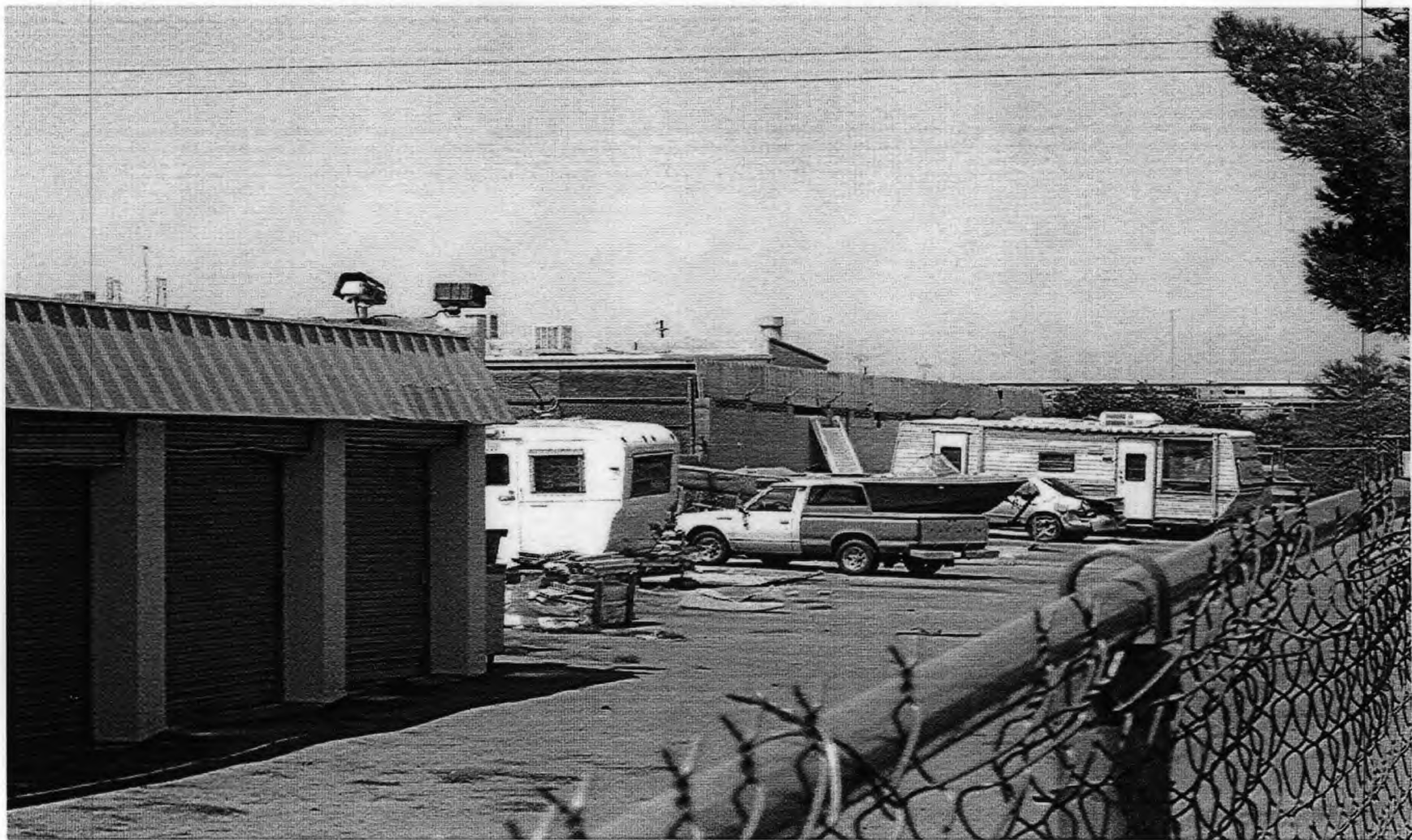
ZON-15031 & SDR-15030 - APPLICANT/OWNER: 3100 MEADE, LLC
300 FEET NORTH OF MEADE AVENUE, 980 FEET WEST OF RANCHO DRIVE
AUGUST 24, 2006 PLANNING COMMISSION

07/26/06



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

07/26/06



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

07/26/06

**KUMMER
KAEMPFER**

**KUMMER KAEMPFER BONNER
RENSHAW & FERRARIO**

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Fax: 702.849.4201

CARSON CITY OFFICE
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Carson City, NV 89701
Tel: 775.881.5111
Fax: 775.881.5111

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 assessors parcel number 162-08-201-005 (the "Site")

Conforming Zone Change:

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

Site Plan Review:

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

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

Sincerely,

KUMMER KAEMPFER BONNER RENSHAW & FERRARIO

Anthony J. Celeste

AJC:dmf

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



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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 E. Deard Address 2912 Milo Way Zip 89102
Signature X Steven E. Deard

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 Melelim Fiso Address 2904 Richfield Blvd Zip 89102
Signature X Melelim 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

RECEIVED
CITY OF RICHFIELD
RICHFIELD RESIDENTS AGAINST CASE # 15030

2006 SEP 18 Residents living on the south end of Richfield Avenue and on Milo Way have been subjected to undue noise from forklifts and Other equipment at very early hours in the morning, disturbing sleep. 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 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 HOMES Address 2020 MILO WAY Zip 89102

Signature [Signature]

Name Alexandria Huideg Address 2829 Milo way Zip 89102

Signature Alexandra Huideg

Name Maria Aldaba Address 2829 MILO WAY Zip 89102

Signature Maria Y. Aldaba

Name Greg D. Hansen Address 3034 Roseville way Zip 89102

Signature [Signature]

RECEIVED
CITY CLERK

RICHFIELD RESIDENTS AGAINST CASE # 15030

2006 SEP 18 P 1:32

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

Print Name Odete T. Tobler Address 2900 Richfield Zip 89102

Signature Odete T. Tobler

Name Derek Stevens Address 2901 Milo Way Zip 89102

Signature Derek Stevens

Name Jos Diaz Address 2849 Milo Zip 89102

Signature Jos Diaz

Name Jose Quintanilla Address 2845 Milo Way Zip 89102

Signature Jose Quintanilla

Name Larry Hanks Address 2805 Milo Way Zip 89102

Signature Larry Hanks

Name Christina Kinsley Address 2805 Milo Zip 89102

Signature Christina Kinsley

Name Angela A. Vallejos Address 2816 Milo Zip 89102

Signature Angela A. Vallejos

Name Brenda Vallejos Address 2810 Milo Zip 89102

Signature Brenda Vallejos

4

RECEIVED
CITY CLERK

RICHFIELD RESIDENTS AGAINST CASE # 15030

2006 SEP 18

P. 1532

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

Print Name DONALD SHEELY Address 2840 MILO WAY Zip 89102

Signature Donald Sheely

Name FRANCIS SHEELY Address 2840 MILO WAY Zip 89102

Signature Francis Sheely

Name Clara (Holly) Sheely 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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Of the Richfield Neighborhood

Print Name Jennifer White Address 3017 Milo Way Zip 89102

Signature X Jennifer E White

Name Francis A White Address 3017 MILO WAY Zip 89102

Signature X Francis A White

Name John Maguire Address 3021 Milo Way Zip 89102

Signature X John Maguire

Name Kris E Jorgensen Address 2912 Jamestown Way Zip 89102

Signature X Kris E Jorgensen

Name _____ Address _____ Zip _____

Signature X

Name _____ Address _____ Zip _____

Signature X

Name _____ Address _____ Zip _____

Signature X

Name _____ Address _____ Zip _____

Signature X

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

LEASE AGREEMENT
(Modified Gross)

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

Name: Kertha Williams

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

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

10. Insurance, Waivers, Subrogation and Indemnity.

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

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

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

11. Subordination; Attornment.

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

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

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

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

14. **Fire or Other Casualty**

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

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

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

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

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

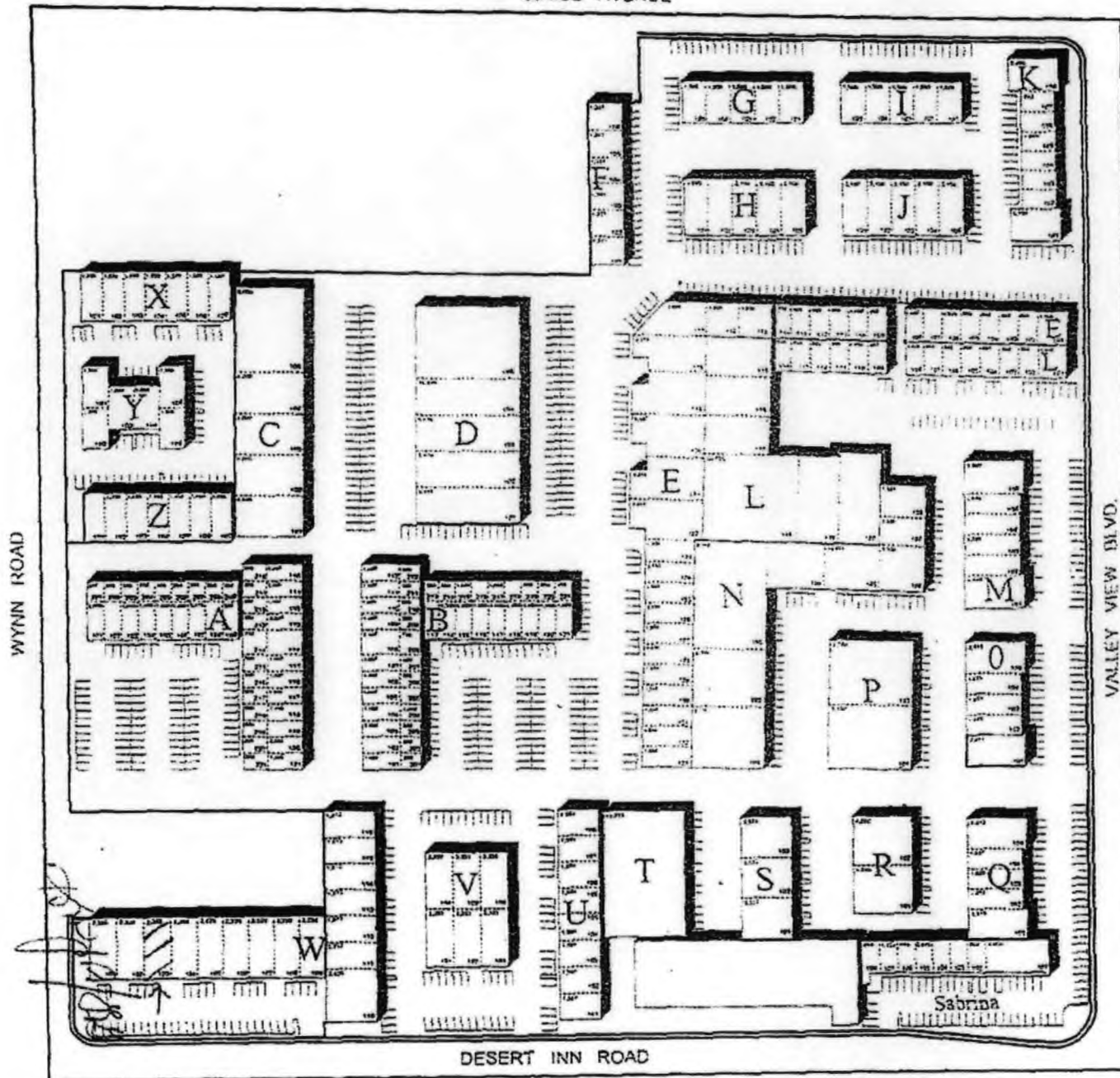
22. **No Broker.** Landlord and Tenant each warrant that they have dealt with no real estate broker in connection with this transaction with the exception of the brokers, if any, named in Exhibit F. Landlord and Tenant each agree to hold each other harmless from and against any and all damages, costs 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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SIRIUS AVENUE



LOCATION ONE BUSINESS PARK

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

PARCEL NUMBER:
15207502013

PARCEL MAP FILE:
#10, PG. 23
YZ1 R81 SECTION 7

ZONE M-1

EXHIBIT A



EXHIBIT B
INSURANCE

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

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

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

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

EXHIBIT C

SIGN CRITERIA

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

EXHIBIT C-1 SIGN SPECIFICATIONS

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

Identification Signage

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

Information Signage

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

* * * * *

Exhibit E Rules and Regulations

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

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

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

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

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

VARIANCE

VAR-14734 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: STEVEN PORTNOFF - This is an Appeal filed by the applicant from the denial by the Planning Commission of a request for a Variance TO ALLOW PROPOSED SIX FOOT HIGH BLOCK WALLS IN THE FRONT YARD WHERE FOUR FEET IS THE MAXIMUM HEIGHT ALLOWED on 0.63 acres located on the south side of O'Bannon Drive, approximately 140 feet west of Lisa Lane (APN 163-04-401-002), U [(Undeveloped) Zone, R (Rural) General Plan Designation], Ward 2 (Wolfson). The Planning Commission (7-0 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 (7-0 vote) and staff recommend DENIAL.

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Appeal letter filed by Steve Portnoff
6. Backup referenced from the 11-02-06 Planning Commission Meeting Item 32

Motion made by STEVE WOLFSON to Hold in Abeyance to 1/17/2007

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

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

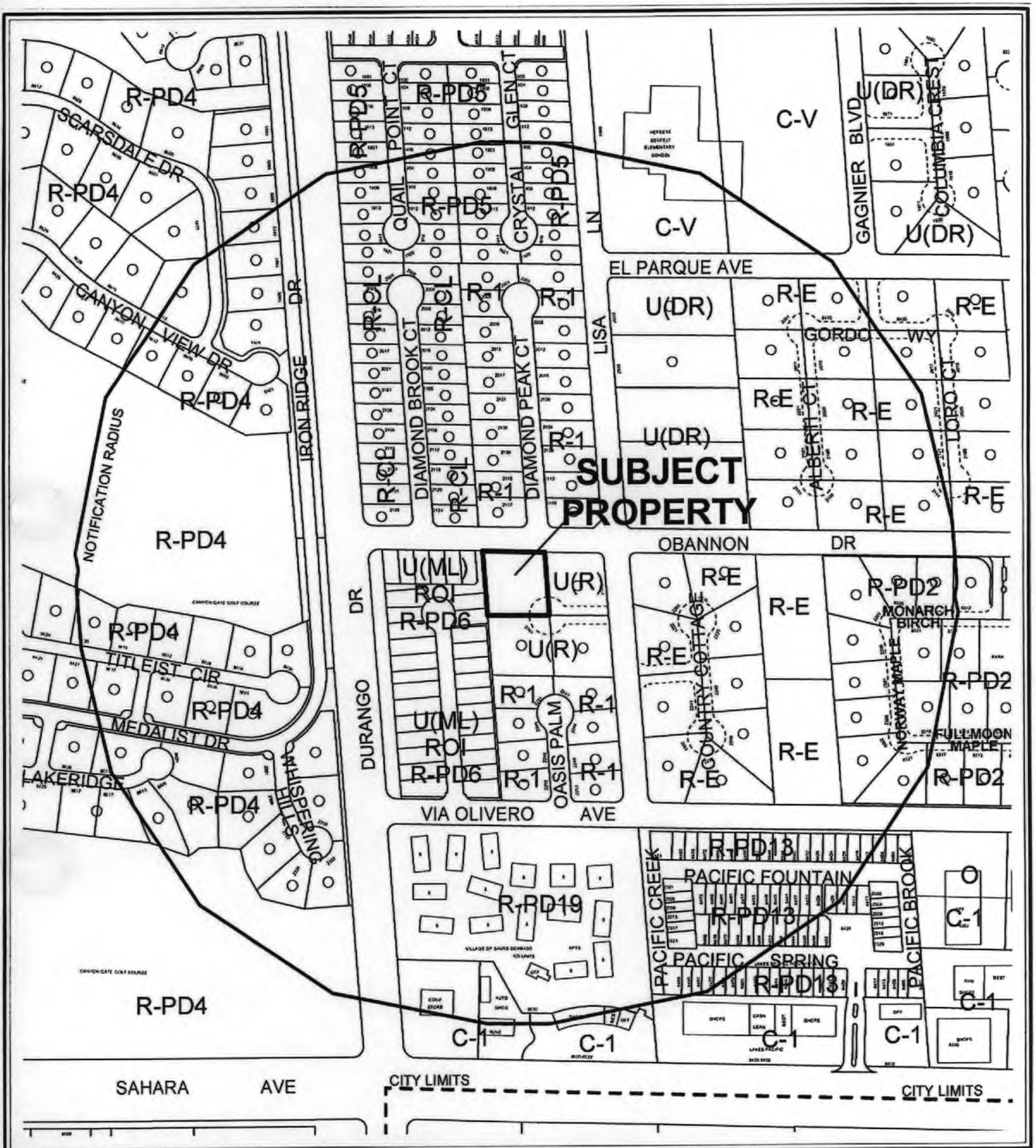
Minutes:

MAYOR GOODMAN declared the Public Hearing open on Item 118 [VAR-14734] and Item 119 [VAR-16769].

CITY COUNCIL MEETING OF: DECEMBER 20, 2006

MARGO WHEELER, Director of Planning and Development, clarified that staff has not received documentation on these items from the applicant. After discussion with COUNCILMAN WOLFSON, it was decided that these two items would be abeyed and fast tracked to January 17, 2007 to be heard in conjunction with all related applications.

MAYOR GOODMAN declared the Public Hearing closed on Item 118 [VAR-14734] and Item 119 [VAR-16769].



CASE: VAR-14734

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]



CASE: **VAR-14734**

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) ZONE [R (RURAL DENSITY RESIDENTIAL) GENERAL PLAN DESIGNATION]

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 20, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ABEYANCE - VAR-14734 – APPLICANT/OWNER: STEVEN PORTNOFF

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 6, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

The Planning Commission (7-0 vote) and staff recommend DENIAL. If Approved, subject to:

Planning and Development

1. 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.

Public Works

2. All walls, 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.

**** STAFF REPORT ****

APPLICATION REQUEST

This is an appeal filed by the applicant from the denial by the Planning Commission of a request for a Variance to allow proposed six-foot high block walls in the front yard where four feet is the maximum height allowed on 0.63 acres located on the south side of O'Bannon Drive, approximately 140 feet west of Lisa Lane.

A related Variance to allow a proposed single-family dwelling to be five feet from the side property line where 10 feet is the minimum setback required (VAR-16769) and a Special Use Permit (SUP-15027) to allow a proposed 80-foot high amateur radio antenna tower on the subject site will also be considered on this agenda.

EXECUTIVE SUMMARY

The applicant has created a self-imposed hardship. An alternative wall design could be utilized; therefore, denial of this request is recommended.

BACKGROUND INFORMATION

A) *Related Actions*

The Planning Commission recommended approval of companion item VAR-16769 concurrently with this application.

The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #32/ar).

B) *Pre-Application Meeting*

06/14/06 The requirements of a Variance application were explained.

C) *Neighborhood Meetings*

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

DETAILS OF APPLICATION REQUEST

A) *Site Area*

Net Acres: 0.63

B) Existing Land Use

Subject Property: Undeveloped
North: Single Family Dwelling
South: Single Family Dwelling
East: Single Family Dwelling
West: Undeveloped – single family subdivision map recorded

C) Planned Land Use

Subject Property: R (Rural) Density Residential
North: R (Rural) Density Residential
South: R (Rural) Density Residential
East: R (Rural) Density Residential
West: ML (Medium Low) Density Residential

D) Existing Zoning

Subject Property: U [(Undeveloped) Zone, R (Rural) General Plan Designation]
North: R-1 (Single Family Residential)
South: U [(Undeveloped) Zone, R (Rural) General Plan Designation]
East: U [(Undeveloped) Zone, R (Rural) General Plan Designation]
West: U (Undeveloped) zone under resolution of intent to R-PD6
(Residential Planned Development, 6 units per acre.

E) General Plan Compliance

The U (Undeveloped) zoning classification is in conformance with the R (Rural) density residential General Plan designation.

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

ANALYSIS

A) Zoning Code Compliance

A1) Development Standards

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

Standards	Required	Requested	Compliance
Wall Fence Height			
• Front	4 Feet (top 2 feet 50% open)	6.0 Feet	N
• Right Side	8 Feet	8 Feet	Y
• Left Side	8 Feet	8 Feet	Y
• Rear	8 Feet	8 Feet	Y

The applicant is requesting a deviation of 50% of the front yard wall standard detailed in Title 19.08.040(B) (2). The proposed wall is six feet in height. The wall is only permitted to be four feet tall in this area, with the top two feet 50% open.

B) General Analysis and Discussion

The proposed wall does not comply with the development standards set forth in 19.08.040(B) (2). The current wall standards for residential zoning districts do not place an inherent hardship on the applicant, nor prohibit him from making the highest and best use of the property. Therefore, staff must recommend denial.

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 wall not in conformance to the zoning code. Alternative wall design 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

The Planning Commission considered a condition to require a wrought iron fence.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 5

ASSEMBLY DISTRICT 2

SENATE DISTRICT 8

NOTICES MAILED 233 by City Clerk

APPROVALS 0

PROTESTS 4



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-14734 APN: 1163-04-401-002

Name of Property Owner: Steven Portnoff

Name of Applicant: Steven Portnoff

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: Steven Portnoff

Print Name: STEVEN PORTNOFF

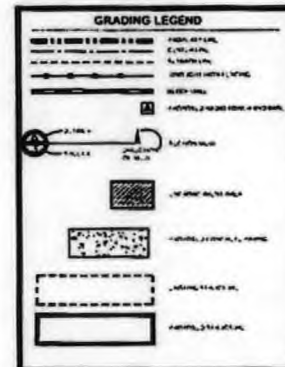
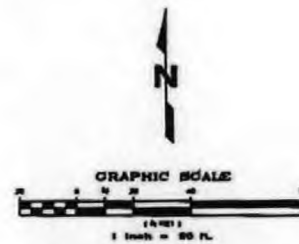
Subscribed and sworn before me

This 26 day of June, 2004

SSA
Notary Public in and for said County and State



**A SINGLE FAMILY RESIDENTIAL DEVELOPMENT
APN # 163-04-001-002
BEING A PORTION OF THE SOUTH HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4)
OF SECTION 04, TOWNSHIP 21 SOUTH, RANGE 60 EAST, N.D.M.**

[illegible]

FLOOD ZONE DESCRIPTION:

LEGAL DESCRIPTION:

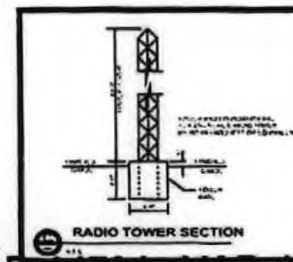
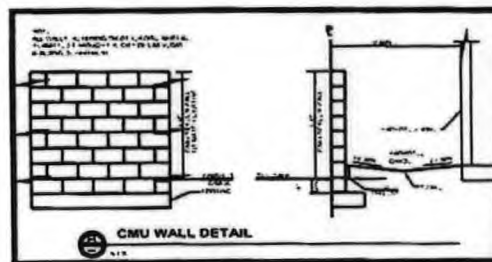
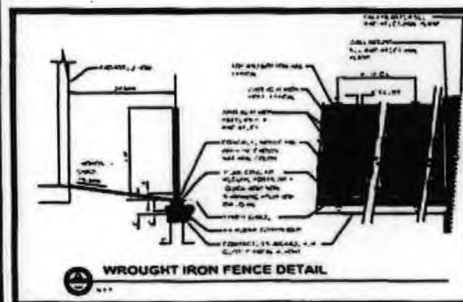
A certain lot of land situated in the City of Los Angeles, County of Los Angeles, State of California, more particularly described as follows: Lot 10 of Block 10, Subdivision No. 10, Map No. 10, recorded in Book 10, Page 10, of the Public Records of the County of Los Angeles.

(This legal description was prepared by the undersigned, who are duly qualified to prepare such descriptions.)

SUBSCRIBED AND SWORN TO before me this 1st day of January, A.D. 1968, at Los Angeles, California.

Notary Public in and for the State of California

BASIS OF BEARINGS:

[illegible]

OWNER / DEVELOPER
 212.462.1000
 212.462.1000
 212.462.1000
 212.462.1000

VAR-14734 VAR-14735
SUP-15027 REVISED
11/02/06 PC

SEP 12 2006

[illegible]**PORTNOFF
RESIDENCE**

PEAK DEVELOPMENT SERVICES

STEVE PORTNOFF RESIDENCE
O'BANNON AVENUE AND LISA LANE
CITY OF LAS VAGAS

SITE PLAN

CHARTERS 22A

SCALE
1"=20'

SHEET NUMBER
1 OF 1

JOB NUMBER



PEAK DEVELOPMENT SERVICES

June 20, 2006

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

RE: Portnoff Residence – Justification Letter

To Whom It May Concern:

On behalf of our client, Steven Portnoff, Peak Development respectfully requests consideration of the enclosed requests for Variance of Residential Adjacency, Variance of Setbacks and Variance of Fence Height for The Portnoff Residence. The proposed property is currently zoned UR and is located on O'Bannon Ave. The proposed property would yield 1 home on .58 acres.

The request for a Variance of Residential Adjacency would accommodate the homeowners request to install an 80 ft. amateur radio tower. The Amateur Radio Station will be operated under FCC rules and regulations. Enclosed please also find Certificate of appointment by the Office of Emergency Management Clark County, Nevada.

The request for a Variance of Fence Height would allow the proposed 6ft CMU screen wall offset 4ft from the existing cul-de-sac. The home has been reoriented to front O'Bannon Ave. This screen wall would provide privacy for what is now the homeowner's rear yard.

The requests for Variance of setbacks are as follows:

Required Front 20' - Proposing 13.5' (49.56 sf)
Required Rear 35' – Proposing 29' (24.93 sf)
Required Side 10' – Proposing 10'

Due to the irregular shape of the lot and footprint, the home encroaches slightly onto the required setbacks. The actual encroachment for the rear yard is 24.93 sf and the encroachment for the front is 49.56. This has occurred due to the reorientation of the home, due to the fact that the setbacks would remain the same as if the home were fronting the private cul-de-sac and not O'Bannon. If you take into consideration the reorientation we are actually providing a 35' front yard, 54' rear yard and the required 10' side yards.

Enclosed please find a site plan, elevations for your review of the site. Should you have any questions or need additional information please contact our office at (702) 451-5700.

Sincerely,
Peak Development Services

Steffanie Nelson
Director of Development

RECEIVED
CITY CLERK

Friday, November 03, 2006

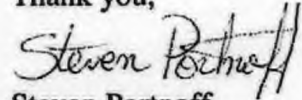
2006 NOV -3 P 12: 04

Ydoleena Yturalde
City of Las Vegas
400 Stewart ave.
Las Vegas, NV. 89101

Ref: VAR-14734
Parcel # 16304401002

This item was denied at Nov, 1st. 2006. Planning Commission Meeting.
I wish to appeal, and have sent to City Counsel Meeting Dec. 6th. 2006

Thank you,


Steven Portnoff
1335 Radwick Drive
Las Vegas, Nevada 89110
702 363-1995

**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**

Telephone Protest/ Approval Log

Meeting Date: 08/10/06

Case Number: VAR-14735
VAR-14734

Date: 08/04/06
Name: Naomi Sloan
Address: 2124 Diamond Brook
L.V. NV. 89117
Phone: (702) 228-9317
☒ PROTEST ☐ APPROVE

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

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

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

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

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

ITEM # 53 + 51

CASE # VAR 14734 VAR 14735

PC MTG 8-10-06

Telephone Protest/ Approval Log

Meeting Date: 08/10/06

Case Number: SUP-15027
VAR-14735 VAR-14734

Date: 08/08/06
Name: Guerreno Diaz
Address: 2173 S. Lisa Lane
L.V. NV 89117
Phone: (702) 400-8245
☒ PROTEST ☐ APPROVE

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

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

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

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

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

ITEM NO.: 53 54, 55

CASE NO. VAR-14734, VAR-14735,
PC MEETING: 8/10/06 SUP-15027

August 3, 2006

To The Planning and Development Division:

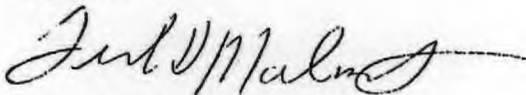
I am writing this correspondence in answer to variance VAR-14734, VAR-14735, and special use permit SUP-15027.

My family resides across the street from described property and we are very opposed to the owner's requests for variances and special uses to the Planning Commission.

1. VAR-14734 and VAR-14735: The placement of a six foot high block wall across the front of said residence in this neighborhood does not aesthetically lend itself to a proper fit. The neighborhood as a whole includes semi-custom and custom homes. The request for home placement so close to easements does not fit aesthetically with the residence styles in this neighborhood.
2. SUP-15027: This request is opposed very vigorously; an 80-foot antenna and accompanying requirements does not fit within this neighborhood. A tower of this magnitude will undoubtedly require on-site down guy supports, possible lighting for air safety, and interior barrier walls for keeping the curious away. This appears to be a hazard area for potential thrill seekers to climb this tower. There is also the possibility of interference with neighborhood telephone and television reception.

Overall, these requests collectively would give the appearance of a mini compound. Something of this sort does not belong in a residential neighborhood. What is to keep thrill seekers attempting to climb this structure? We have young children in this neighborhood, and I feel this would be a temptation. Any protective solutions the property owner could install would also lend itself to a non-residential look for this property.

Regards,



Frank H. Malmstedt, Jr.
2117 Diamond Peak ct
Las Vegas, NV. 89117

ITEM NO.: 5354, 55
CASE NO. VAR-14734, VAR-14735,
PC MEETING: 8.10.06 SUP-15027 f

Planning Commission
Hearing Date: 11/2/06
Applicant: Steven Portnoff
Re: Variance #'s 14734, 14735 + 15027

Commission Members:

I continue to object to these plans. I have been provided no new information which would alter my original objection & do not clearly understand why there is a hearing to rescind the denial.

The applicant should be building in an area which would allow him to do as he wants rather than change the intent and complexion of this area.

Sincerely,

James Fray
8616 Tithenist Circle
Las Vegas, NV.
89117

ITEM # 32.34.36
CASE # SEE ABOVE
PC MTG 11.2.06

Telephone Protest/ Approval Log

Meeting Date: 11/2/06

Case Number: SUP 15027
VAR 14735 14734

Date: Rita Fisher
Name: 10/31/06
Address: 2120 Diamond Brook Ct
Las Vegas NV 89117
Phone: (702) 363-2331
☒ PROTEST ☐ APPROVE

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

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

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

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

ITEM # 32, 34, 36
CASE # SEE ABOVE
PC MTG 11/2/06

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

VARIANCE RELATED TO VAR-14734

VAR-16769 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: STEVEN PORTNOFF - Request for a Variance TO ALLOW A PROPOSED SINGLE FAMILY DWELLING TO BE FIVE FEET FROM THE SIDE PROPERTY LINE WHERE 10 FEET IS THE MINIMUM SETBACK REQUIRED on 0.63 acres located on the south side of O'Bannon Drive, approximately 140 feet west of Lisa Lane (APN 163-04-401-002), U [(Undeveloped) Zone, R (Rural) General Plan Designation], Ward 2 (Wolfson). Staff recommends DENIAL. The Planning Commission (7-0 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 (7-0 vote) recommends APPROVAL, subject to conditions.

BACKUP DOCUMENTATION:

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

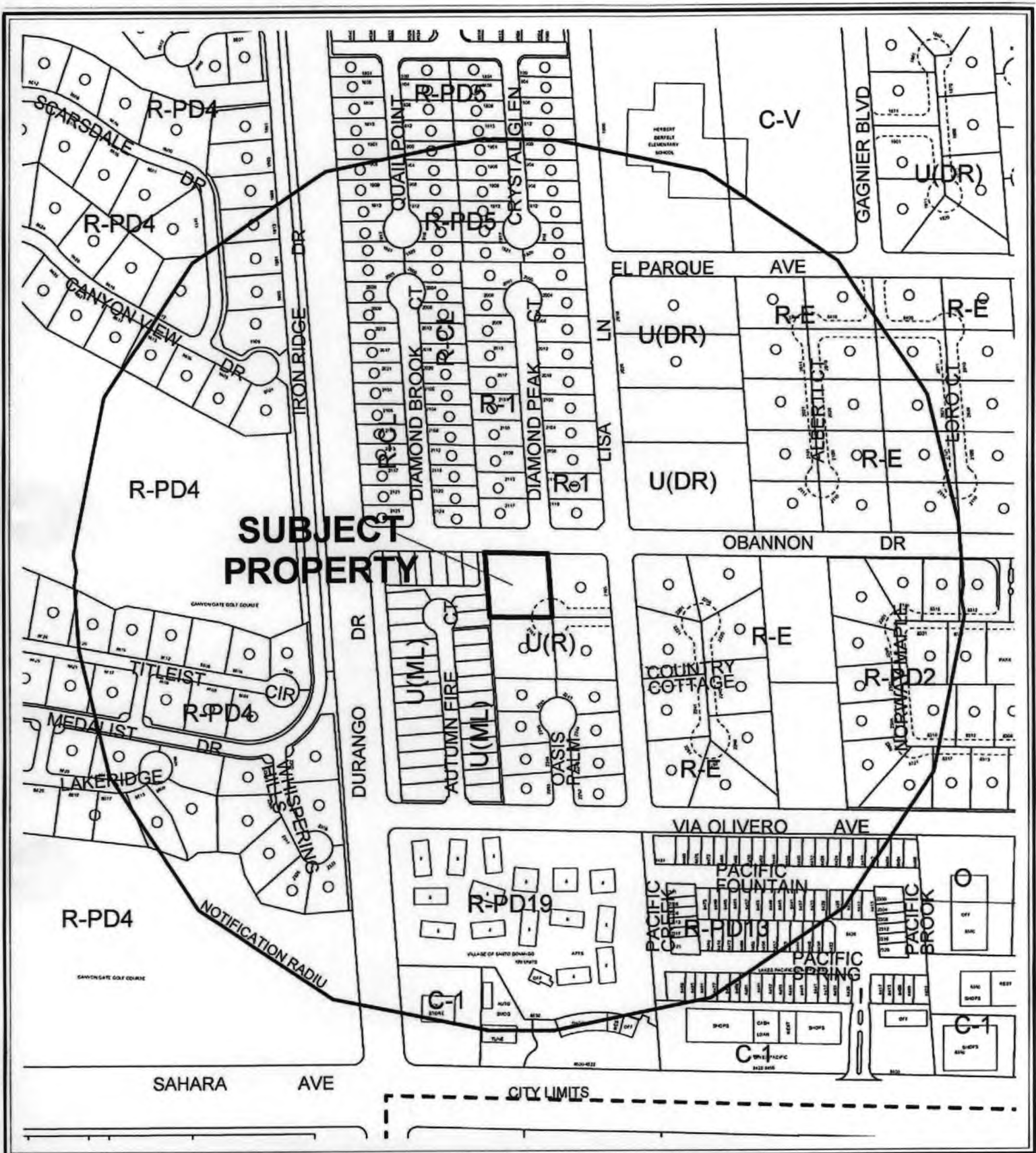
Motion made by STEVE WOLFSON to Hold in Abeyance to 1/17/2007

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

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

Minutes:

See Item 118 for related discussion.



CASE: **VAR-16769**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) [GPA (GPA Designation) GENERAL PLAN DESIGNATION]



CASE: **VAR-16769**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY:

U (UNDEVELOPED) [GPA (GPA Designation) GENERAL PLAN DESIGNATION]

0 200 400 Feet



City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 20, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: VAR-16769 - APPLICANT/OWNER: STEVEN PORTNOFF

THIS ITEM WAS HELD IN ABEYANCE FROM THE DECEMBER 6, 2006 CITY COUNCIL MEETING AT THE REQUEST OF THE APPLICANT.

**** CONDITIONS ****

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

Planning and Development

1. 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.
2. The patio cover will not be an enclosed structure.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a Variance to allow a proposed single-family dwelling to be five feet from the side property line where 10 feet is the minimum setback required on 0.63 acres located on the south side of O'Bannon Drive, approximately 140 feet west of Lisa Lane. This represents a 50 - percent deviation from the zoning code.

A related Variance (VAR-14734) to allow proposed six-foot high block walls in the front yard where four feet is the maximum height allowed and a Special Use Permit (SUP-15027) to allow a proposed 80-foot high amateur radio antenna tower on the subject site will also be considered on this agenda.

BACKGROUND INFORMATION

<i>Pre-Application Meeting</i>	
06/14/06	The requirements of a Variance application were explained.
11/02/06	The Planning Commission recommended denial of companion item VAR-14734 concurrently with this application. The Planning Commission voted 7-0 to recommend APPROVAL (PC Agenda Item #37/ar).
<i>Neighborhood Meeting</i>	
	A neighborhood meeting is not required as part of this application request, nor was one held.

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	0.63

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	R (Rural) Density Residential	U [(Undeveloped) Zone, R (Rural) General Plan Designation]
North	Single Family Dwelling	R (Rural) Density Residential	R-1 (Single Family Residential)
South	Single Family Dwelling	R (Rural) Density Residential	U [(Undeveloped) Zone, R (Rural) General Plan Designation]

East	Single Family Dwelling	R (Rural) Density Residential	U [(Undeveloped) Zone, R (Rural) General Plan Designation]
West	Undeveloped - single family subdivision map recorded	ML (Medium Low) Density Residential	U (Undeveloped) zone under resolution of intent to R-PD6 (Residential Planned Development, 6 units per acre.

<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Area Plan		X	N/A
<i>Special Districts/Zones</i>	<i>Yes</i>	<i>No</i>	<i>Compliance</i>
Special Purpose and Overlay Districts		X	N/A
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

Per Title 19.08, the following standards apply:

<i>Standard</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
Min. Lot Size	20,000 sf	27,443 sf	Y
Min. Lot Width	30 Feet along cul-de-sac bulb	66 Feet	Y
Min. Setbacks			
• Front	• 20 Feet from edge of cul-de-sac bulb	25 Feet	Y
• Side	• 10 Feet	5 Feet	N
• Rear	• 35 Feet	72 Feet	Y

ANALYSIS

The applicant intends to construct a covered patio along the rear side of the proposed house. The site plan indicates the patio cover will be five feet from the west property line and seven feet from the north property line. The proposed size of the home being over 6,000 square feet is the contributing factor for the patio cover not meeting the required setback.

The hardship is self-imposed and staff cannot make a finding for approval.

FINDINGS

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

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

Additionally, Title 19.18.070L states:

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

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to overbuild the site. A smaller patio cover would allow conformance to Title 19 setback 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

The Planning Commission added condition #2.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

5

ASSEMBLY DISTRICT 2

SENATE DISTRICT 8

NOTICES MAILED 233 by City Clerk

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-16769** APN: 163-04-401-002

Name of Property Owner: Steven Portnoff

Name of Applicant: Steven Portnoff

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: Steven Portnoff

Print Name: Steven PORTNOFF

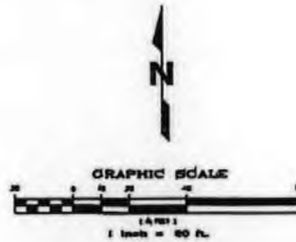
Subscribed and sworn before me

This 12 day of SEPTEMBER, 20 06

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



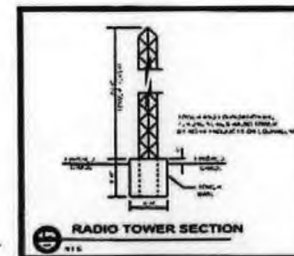
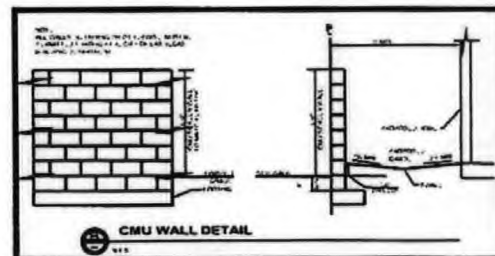
BEING A PORTION OF THE SOUTH HALF (W 1/2) OF THE SOUTHWEST QUARTER (SW 1/4)
OF SECTION 04, TOWNSHIP 21 SOUTH, RANGE 60 EAST, M.D.M.



1. **Имя:** Иван Иванович Иванов
 2. **Адрес:** 123456, Москва, ул. Ленина, д. 10
 3. **Телефон:** +7 (495) 123-4567
 4. **Почта:** i.i.i@mail.ru
 5. **Дата рождения:** 01.01.1990
 6. **Пол:** Мужской
 7. **Специальность:** Программист
 8. **Опыт работы:** 5 лет
 9. **Образование:** Высшее
 10. **Стаж:** 10 лет

1. H_2SO_4 + NaOH → NaHSO_4 + H_2O (1:1 molar ratio)
2. H_2SO_4 + NaOH → Na_2SO_4 + H_2O (1:2 molar ratio)

1. H_2O is a polar molecule. It has a bent shape. The oxygen atom is more electronegative than the hydrogen atoms. This creates a partial negative charge on the oxygen atom and a partial positive charge on the hydrogen atoms. The partial positive charge on the hydrogen atoms is attracted to the partial negative charge on the oxygen atom of another water molecule. This attraction is called a hydrogen bond.

[illegible]

815 W. N. HOSKINS
7 W. N. HOSKINS (Jr.)
6 W. N. HOSKINS (Jr.)
5 W. N. HOSKINS (Jr.)
4 W. N. HOSKINS (Jr.)
3 W. N. HOSKINS (Jr.)
2 W. N. HOSKINS (Jr.)
1 W. N. HOSKINS (Jr.)

SITE PLAN

[illegible]

RECEIVED
SEP 12 2006



VAR-14734, VAR-14735, VAR-16769 & SUP-15027 - APPLICANT/OWNER: STEVEN PORTNOFF
SOUTH SIDE OF O'BANNON DRIVE, APPROXIMATELY 140 FEET WEST OF LISA LANE
NOVEMBER 2, 2006 PLANNING COMMISSION

07/24/06



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NOVEMBER 2, 2006 PLANNING COMMISSION

07/24/06



PEAK DEVELOPMENT SERVICES

September 11, 2006

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

RE: Portnoff Residence – Justification Letter

To Whom It May Concern:

On behalf of our client, Steven Portnoff, Peak Development respectfully requests consideration of the enclosed requests for Variance for the covered patio. The proposed property is currently zoned UR and is located on O'Bannon Ave. The proposed property would yield 1 home on .58 acres.

The request for Variance for the covered patio would accommodate the homeowners request to encroach on the side set backs by 5ft. where the minimum is 10 ft. One section of the covered patio encroaches 25 sq. ft. while the other section encroaches only a mere 6 sq. ft.

Enclosed please find a site plan, elevations for your review of the site. Should you have any questions or need additional information please contact our office at (702) 451-5700.

Sincerely,
Peak Development Services,

Alli Holtz
Project Coordinator

VAR-16769
11/02/06 PC

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

VARIANCE

VAR-16113 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: RICHARD YOUNGBLOOD - Request for a Variance TO ALLOW A NON-HABITABLE ACCESSORY STRUCTURE TO EXCEED 50% OF THE FLOOR AREA OF THE MAIN DWELLING AND TO EXCEED 50% OF THE REAR YARD AREA on 0.67 acres at 8320 West Washburn Road (APN 125-33-204-011), R-E (Residence Estates) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend DENIAL. NOTE: The correct ward designation is Ward 4 (Brown)

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

1

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

10

City Council Meeting

0

RECOMMENDATION:

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

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Protest letter from Joseph Borusiewicz
6. Backup referenced from the 10-05-06 Planning Commission Meeting Item 41

Motion made by LARRY BROWN to Approve subject to conditions

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

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

Minutes:

MAYOR GOODMAN declared the Public Hearing open on Item 120 [VAR-16113] and Item 121 [SUP-16112].

COUNCILMAN BROWN clarified that both items were previously located in Ward 6; however, with the redistricting, they are now in his ward.

CITY COUNCIL MEETING OF: DECEMBER 20, 2006

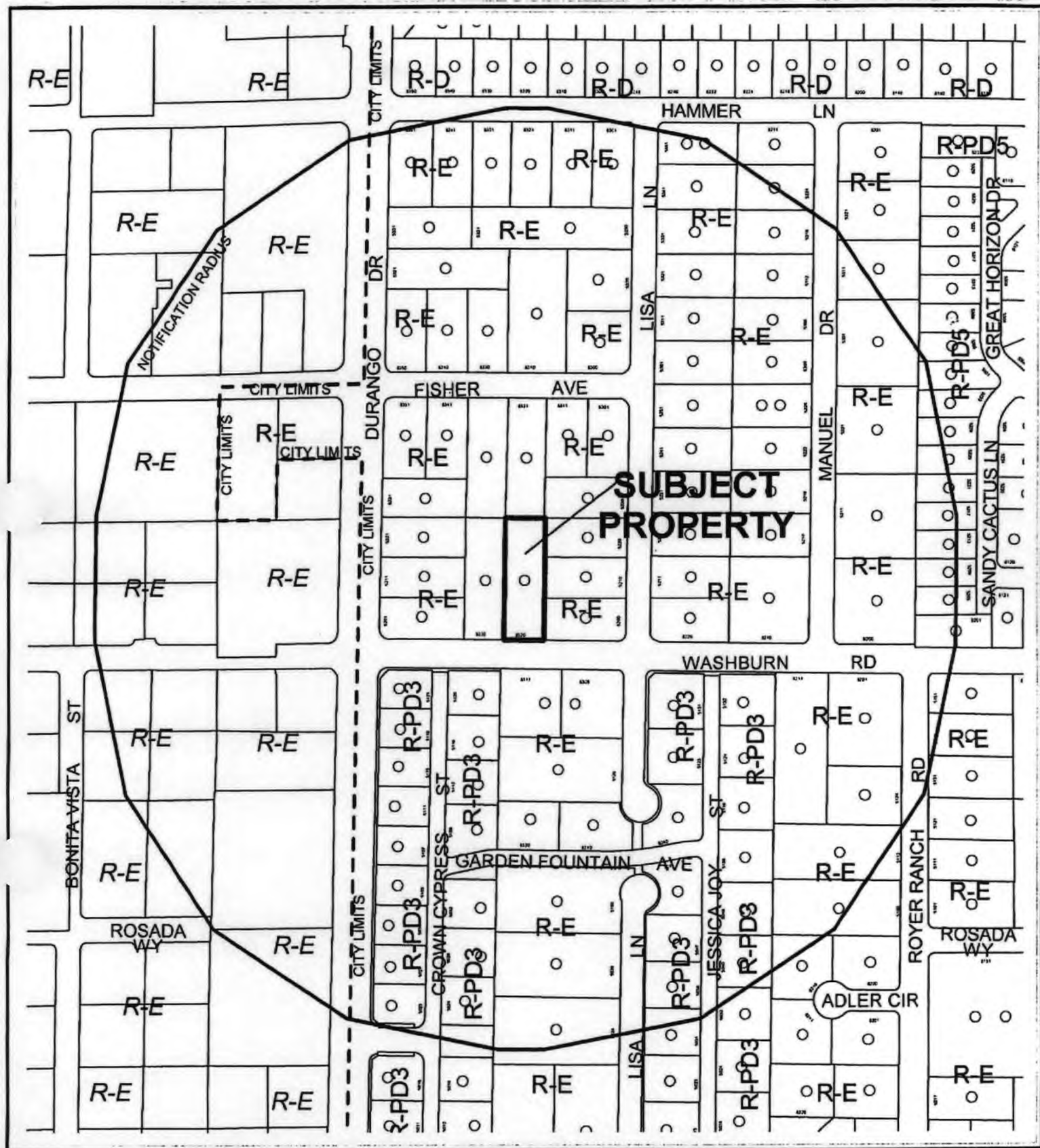
The applicant, RICHARD YOUNGBLOOD, appeared before Council and was prepared to answer any questions.

PALMER CHRISTOPHER, 5231 North Durango Drive, believed that Council should deny the proposed structure, as the applications do not address the exact location of the structure in relation to the pool and septic system. In addition, the structure is not consistent with the residential design of the applicant and the surrounding properties. She felt the applicant mislead the residents as they were not aware of the proposed structure being metal. More opposing residents would have been in attendance if work permitted them to do so. MRS. CHRISTOPHER ended by stating the applicant currently has temporary storage containers on site which are not appealing.

MR. YOUNGBLOOD responded that when he spoke to residents, he had the site plans for the structure and their main concern was the height of the structure, which he adjusted.

COUNCILMAN BROWN confirmed with MRS. CHRISTOPHER that she is the resident with the ongoing sewer issue involving their property, which is located off of Helena Avenue and El Capitan Way. He advised her to contact his office to set up a meeting with Public Works. The Councilman has visited the subject site and complimented the area as an outstanding neighborhood with quality homes. He mentioned that one resident on the eastern side is most impacted and supports what MR. YOUNGBLOOD is proposing, as the backyards are long with plenty of room. In viewing MR. YOUNGBLOOD'S property, he understood that his goal is to keep the structure as low as possible. COUNCILMAN BROWN could support the request with the structure being beige in color and having a soft white roof. In addition, he asked for heavy landscaping on all three sides of the site for a more appealing view. The Councilman stressed that this is a unique lot, almost 30,000 square feet, so the proposed structure would be appropriate and would clean up the property. Unsure if the work was done legally, he still pointed out other nearby properties that have larger structures on their lots and felt that the subject structure would not adversely impact the neighborhood relative to property values. MR. YOUNGBLOOD agreed that he would create a wall appearance with the landscaping. For the record, he confirmed that the proposed structure is strictly for storage of his personal items.

MAYOR GOODMAN declared the Public Hearing closed on Item 120 [VAR-16113] and Item 121 [SUP-16112].



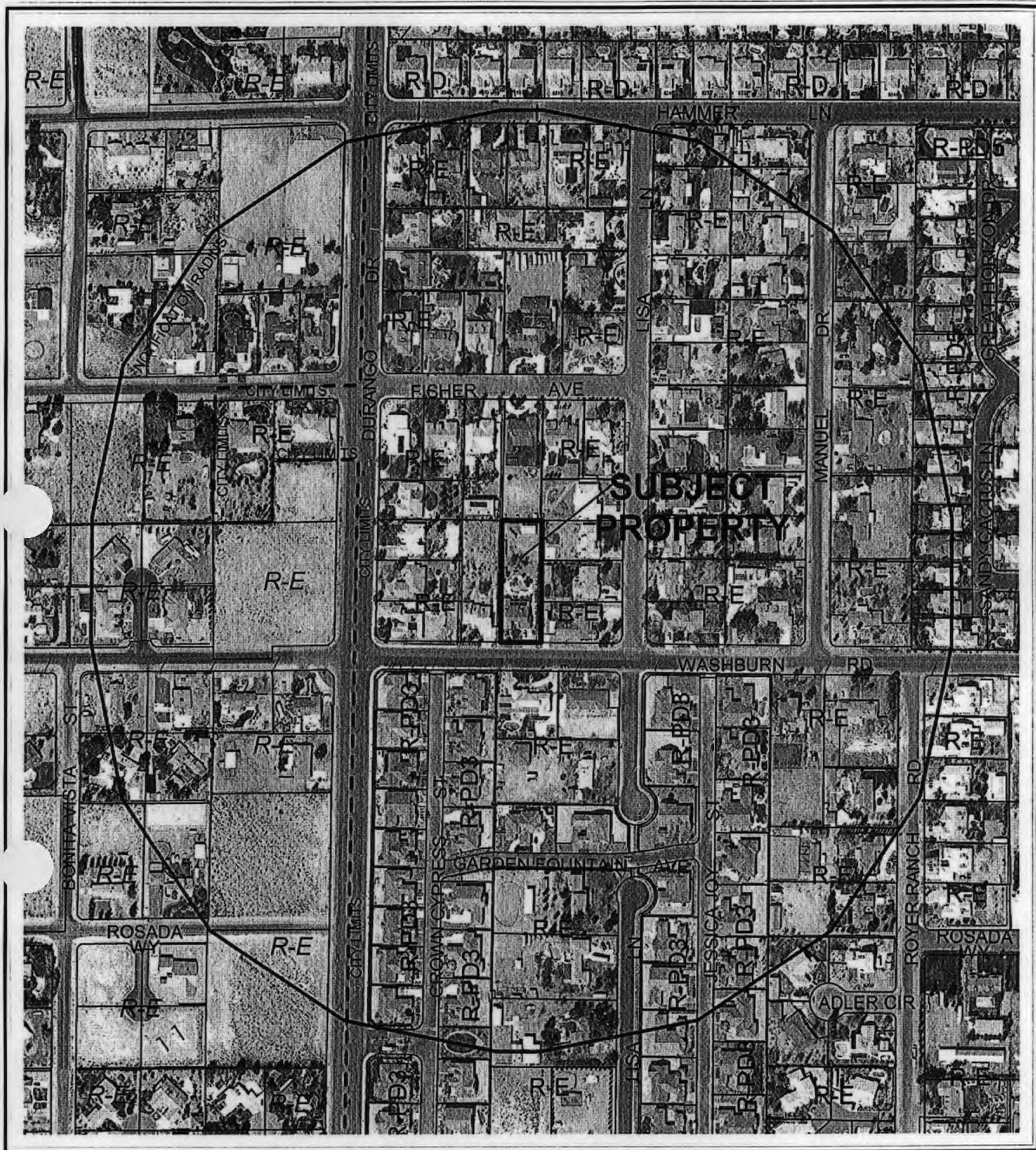
CASE: **VAR-16113**

RADIUS: 1000 FT

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

0 200 400 Feet





CASE: **VAR-16113**

RADIUS: 1000 FT

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

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 20, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: VAR-16113 - APPLICANT/OWNER: RICHARD YOUNGBLOOD

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 Special Use Permit (SUP-16112) 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

The applicant seeks approval for a Variance to allow a 2,800 sq. ft. non-habitable accessory structure where 1,670 sq ft is permitted. The structure is a single story, 14-foot tall metal building that will painted to match the primary, 3,340 sq. ft house. The applicant seeks to consolidate four, smaller structures with the proposed structure.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
	The Planning Commission recommended denial of companion item SUP-16112 concurrently with this application.
10/05/06	The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #41/mh).
<i>Related Building Permits/Business Licenses</i>	
1/21/90	R-147-90: Single Family Dwelling completed at 8320 Washburn Rd.
1/23/97	M-6358-96: Swimming pool installed
3/19/02	M-1036-02: 2 x 200 sq. ft. partially covered horse corrals with breezeway.
<i>Pre-Application Meeting</i>	
Month/date/year	Description
<i>Neighborhood Meeting</i>	
N/A	N/A

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	0.67

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single Family Residential	DR	RE
North	Single Family Residential	DR	RE
South	Single Family Residential	DR & R	RE & R-PD3
East	Single Family Residential	DR	RE
West	Single Family Residential	DR	RE

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

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following Development Standards apply:

<i>Standard</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
Min. Lot Size	20,000 sq. ft.	29,451 sq ft	Y
Min. Lot Width	100 feet	100 feet	Y
Min. Setbacks			
• Front	50'	50'	Y
• Side	10'	10'	Y
• Corner	15'	NA	Y
• Rear	35'	190'	Y
Min. Distance Between Buildings	6'	160'	Y
Max. Lot Coverage	N/A	N/A	N/A
Max. Building Height	2 Stories or 35', whichever is less	14'	Y
Trash Enclosure	N/A	N/A	N/A
Mech. Equipment	N/A	N/A	N/A

ANALYSIS

As the applicant has proposed a 2,800 sq. ft. non-habitable accessory structure where 1,670 sq. ft. is the maximum allowed. The structure, a single story 14-foot tall metal building, complies with the setback and height standards but exceeds the allowed 1,670 sq. ft size (50% of the 3340 sq. ft primary structure) by 1,130 sq ft. As this is a self-induced hardship, we recommend denial.

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 regarding the size limitation of the proposed non-habitable accessory structure. An alternative proposal would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

ASSEMBLY DISTRICT 4

SENATE DISTRICT 6

NOTICES MAILED 145 by City Clerk

APPROVALS 9

PROTESTS 0

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAR-16113** APN: **'25-33-204-011**

Name of Property Owner: Richard Youngblood

Name of Applicant: Richard Youngblood

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: Richard Youngblood

Subscribed and sworn before me

This 2 day of August, 2002

Notary Public in and for said County and State



HERITAGE

BUILDING SYSTEMS

2612 GRIBBLE STREET
NORTH LITTLE ROCK, AR 72114

ENGINEERED FOR THE LONG RUN

BUILDING SPECIFICATIONS

THE STRUCTURE UNDER THIS CONTRACT HAS BEEN DESIGNED AND DETAILED FOR THE LOADS AND CONDITIONS STIPULATED IN THE CONTRACT AND SHOWN ON THESE DRAWINGS. ANY ALTERATIONS TO THE STRUCTURAL SYSTEM OR REMOVAL OF ANY COMPONENT PARTS, OR THE ADDITION OF OTHER CONSTRUCTION MATERIALS OR LOADS MUST BE DONE UNDER THE ADVICE OF A REGISTERED ARCHITECT, CIVIL OR STRUCTURAL ENGINEER. HERITAGE BUILDING SYSTEMS WILL ASSUME NO RESPONSIBILITY FOR ANY LOADS NOT INDICATED.

THIS HERITAGE METAL BUILDING IS DESIGNED USING STANDARD DESIGN PRACTICES BASED ON PERTINENT PROCEDURES AND RECOMMENDATIONS OF THE FOLLOWING ORGANIZATIONS AND CODES:

AMERICAN INSTITUTE OF STEEL CONSTRUCTION: "SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", 9TH EDITION

AMERICAN IRON AND STEEL INSTITUTE: "SPECIFICATION FOR THE DESIGN OF COLD FORMED STRUCTURAL MEMBERS", 1980.

AMERICAN WELDING SOCIETY: "STRUCTURAL WELDING CODE"
AWS D1.1-88, SECT. 5, PART B.

MATERIAL PROPERTIES OF STEEL PLATE AND SHEET STEEL USED IN THE FABRICATION OF PRIMARY RIGID FRAMES AND ALL PRIMARY STRUCTURAL FRAMING MEMBERS (OTHER THAN COLD FORMED SECTIONS) CONFORM TO ASTM A-36 MODIFIED WITH A MINIMUM YIELD OF 50,000 PSI, OR A-570 OR A-572 GRADE 50.

MATERIAL PROPERTIES OF COLD FORMED LIGHT GAGE STEEL MEMBERS CONFORM TO THE REQUIREMENTS OF ASTM-570, WITH A MINIMUM YIELD OF 55,000 PSI.

HIGH STRENGTH BOLTS AND THEIR INSTALLATION SHALL CONFORM TO ASTM SPECIFICATIONS A-325 AND ARE DESIGNED AS BEARING TYPE CONNECTIONS WITH THREADS INCLUDED IN THE SHEAR PLANE. TIGHTENING OF THESE BOLTS IS RECOMMENDED BY THE TURN-OF-THE-NUT METHOD, PER "AISC SPECIFICATIONS FOR STRUCTURAL JOINTS."

ALL STEEL MEMBERS EXCEPT BOLTS AND FASTENERS SHALL RECEIVE ONE SHOP COAT OF INHIBITIVE PRIMER UNLESS STATED OTHERWISE IN THE CONTRACT.

SHOP AND FIELD INSPECTIONS AND ASSOCIATED FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS STIPULATED OTHERWISE.

IBC 2003 DESIGN NOTES

SEISMIC USE GROUP 1, SITE CLASS D

SEISMIC IMPORTANCE FACTOR $I_p = 1.00$

SPECTRAL RESPONSE COEFFICIENTS

$S_{DS} = F_a(15) = 0.750$, $S_{D1} = 0.54185$

DESIGN BASE SHEAR = 1.56

BASIC STRUCTURAL SYSTEM AND SEISMIC RESISTING SYSTEM = ORDINARY MOMENT

FRAME OF STEEL, $R = 3.5$

ANALYSIS PROCEDURE IS SIMPLIFIED ANALYSIS PROCEDURE

SNOW IMPORTANCE FACTOR $I_s = 1.0$, SNOW EXPOSURE FACTOR $C_e = 1.0$

SNOW THERMAL FACTOR $C_t = 1.0$

$R = 1.0$ MEANS BUILDING WITH LESS THAN 150 OCCUPANTS AND NOT CRITICAL TO NATIONAL EMERGENCIES, SUCH AS HOSPITALS, FIRE STATIONS, POLICE STATIONS, ETC.

$C_e = 1.0$ MEANS THIS BUILDING IS HEATED.

$C_e = 1.0$ MEANS THIS BUILDING IS PARTIALLY EXPOSED TO WIND, NOT SURROUNDED BY HIGHER STRUCTURES, TREES OR ANY OBSTRUCTIONS ON ALL SIDES WITHIN 10 TIMES THE BUILDING HEIGHT.

IF THIS BUILDING DOES NOT MEET THE ABOVE CONDITIONS, PLEASE CONTACT US IMMEDIATELY TO ENSURE PROPER STRUCTURE DESIGN.

BUILDERS RESPONSIBILITIES

THE BUILDER MUST SECURE ALL REQUIRED APPROVALS AND PERMITS FROM THE APPROPRIATE AGENCY AS REQUIRED.

APPROVAL OF HERITAGE BUILDING SYSTEMS DRAWINGS AND CALCULATIONS INDICATES THAT HERITAGE HAS CORRECTLY INTERPRETED AND APPLIED THE REQUIREMENTS OF THE CONTRACT DRAWINGS AND SPECIFICATIONS, (SECT. 4.2.1 AISC CODE OF STANDARD PRACTICE, 9TH EDITION.)

WHERE DISCREPANCIES EXIST BETWEEN THE HERITAGE STRUCTURAL STEEL PLANS AND THE PLANS FOR OTHER TRADES, THE STRUCTURAL STEEL PLANS WILL GOVERN (SECT. 3.3 AISC CODE OF STANDARD PRACTICE, 9TH EDITION.)

DESIGN CONSIDERATIONS OF ANY MATERIALS IN THE STRUCTURE WHICH ARE NOT FURNISHED BY HERITAGE ARE THE RESPONSIBILITY OF THE BUILDER AND ENGINEERS OTHER THAN HERITAGE ENGINEERING UNLESS SPECIFICALLY INDICATED.

THE BUILDER IS RESPONSIBLE FOR ALL ERECTION OF STEEL AND ASSOCIATED WORK IN COMPLIANCE WITH HERITAGE CONSTRUCTION DRAWINGS.

TEMPORARY SUPPORTS, SUCH AS TEMPORARY GUYS, BRACES, FALSEWORK OR OTHER ELEMENTS REQUIRED FOR ERECTION WILL BE DETERMINED, FURNISHED, AND INSTALLED BY THE BUILDER. (SECT. 7.9.1 AISC CODE OF STANDARD PRACTICE, 9TH EDITION.)

IT IS THE BUILDERS RESPONSIBILITY TO APPLY AND OBSERVE ALL PERTINENT SAFETY RULES AND REGULATIONS, AND PER OSHA STANDARDS AS APPLICABLE.

THE BUILDER IS RESPONSIBLE FOR THE VERIFICATION OF ALL SHIPMENTS RECEIVED, AND MUST INVENTORY BUILDING AT TIME OF DELIVERY.

GENERAL NOTES

NO CHANGES SHOULD BE MADE TO THIS BUILDING SYSTEM UNLESS APPROVED IN WRITING BY THE MANUFACTURERS ENGINEERING DEPARTMENT.

UNAPPROVED CHANGES COULD RESULT IN AN UNSAFE BUILDING DESIGN AND COULD ENDANGER PUBLIC SAFETY.

THIS BUILDINGS ANCHOR BOLTS ARE BY OTHERS. HERITAGE BUILDING SYSTEMS DOES NOT PROVIDE ANCHOR BOLTS.

ENGINEERING SEAL

THIS CERTIFICATION COVERS PARTS MANUFACTURED AND DELIVERED BY THE MANUFACTURER ONLY, AND EXCLUDES PARTS SUCH AS DOORS, WINDOWS, FOUNDATION DESIGN AND ERECTION OF THE BUILDING.

THE UNDERSIGNED PROFESSIONAL ENGINEER IS NOT THE ENGINEER OF RECORD FOR THE OVERALL PROJECT.

DESIGN LOADING

THIS STRUCTURE IS DESIGNED UTILIZING THE LOADS INDICATED AND APPLIED AS REQUIRED BY:

IBC 03

THE BUILDER IS TO CONFIRM THAT THESE LOADS COMPLY WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT.

12/20	PSF FRAME / ROOF LIVE LOAD
0	PSF GROUND SNOW LOAD
0	PSF ROOF SNOW LOAD
90	WIND SPEED (MPH)
1	PSF COLLATERAL LOAD
0.750	SEISMIC COEFFICIENT
C	EXPOSURE

DRAWING INDEX

LT of 1	COVER SHEET
AB1	ANCHOR BOLT PLAN
AB2	ANCHOR BOLT REACTIONS
RFP	ROOF FRAMING PLAN
FC5	FRAME CROSS SECTION
LEW	LEFT ENDWALL
REW	RIGHT ENDWALL
FSW	FRONT SIDEWALL
BSW	BACK SIDEWALL
DET	GENERAL DETAILS
TRM	TRIM DETAILS

THESE DRAWINGS ARE:

- ☒ FOR CONSTRUCTION
☐ NOT FOR CONSTRUCTION
☐ FOR PERMITS ONLY
☐ FOR APPROVAL *
☐ OTHER _____

* APPROVAL ORDERS MUST BE RELEASED FOR FABRICATION WITHIN 30 CALENDAR DAYS AFTER SUBMITTAL. DRAWINGS ARE ISSUED ON THE ORDER WILL BE SUBJECT TO ANY CURRENT PRICE INCREASE.

FOR QUESTIONS OR ASSISTANCE CONCERNING ERECTION OF HERITAGE BUILDINGS, CALL

1-800-643-5555

MONDAY - FRIDAY 7:00AM TO 5:00PM
CENTRAL STANDARD TIME

PROPERTY OF HERITAGE BUILDING SYSTEMS
COPYRIGHT 2003 ©
CONFIDENTIAL. THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF HERITAGE BUILDING SYSTEMS. UNAUTHORIZED COPYING, DISCLOSURE OR OTHER UNAUTHORIZED USES ARE PROHIBITED.

DRAWN	DATE
TRG	7/5/06
CHECKED	DATE
JC	7/7/06
APPROVED	DATE

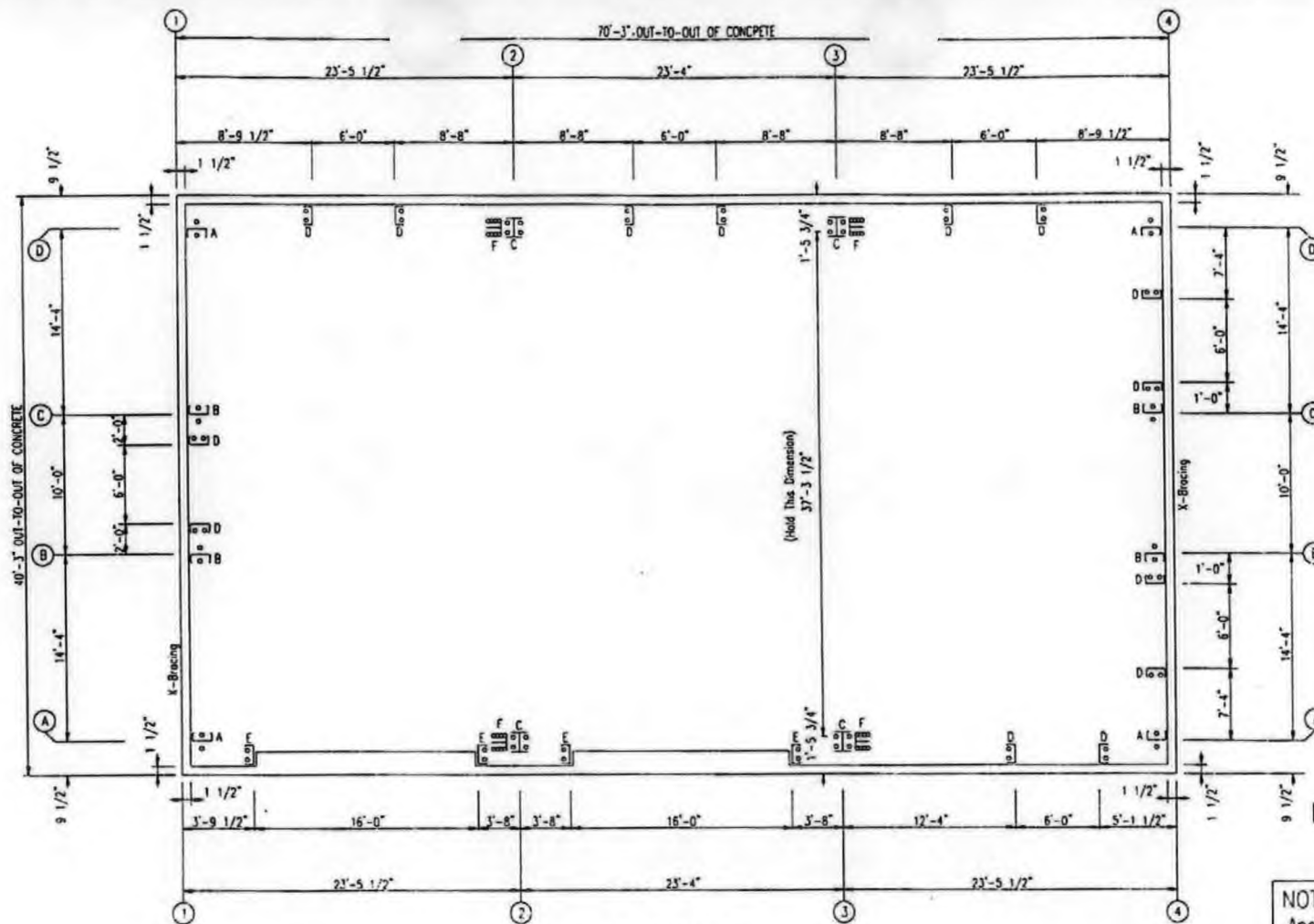
SCALE
N T S

HERITAGE BUILDING SYSTEMS	2612 GRIBBLE STREET NORTH LITTLE ROCK, AR 72114 800-643-5555	JOB NO. NVX30593
CUSTOMER	RICHARD YOUNGBLOOD LAS VEGAS, NV 89149	
BUILDING	40'-0" x 70'-0" x 14'-0" 1:0.12	REV NO. SHEET NO. 11 of 1



VAR-16113
SUP-16112
10/05/06 PC

RECEIVED
AUG 18 2006

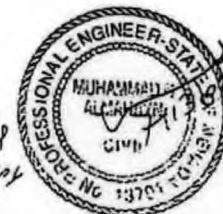


ANCHOR BOLT PLAN

NOTE: ALL BASE PLATES @ 100.0" (U.N.)
ASSUMED FINISH FLOOR @ 100.0" (U.N.)

NOTE: ALL WALKDOORS ARE FIELD
LOCATED, UNLESS NOTED.

NOTE:
Anchor Bolts By Others!
HERITAGE BUILDING SYSTEMS
Does Not Provide Anchor Bolts.

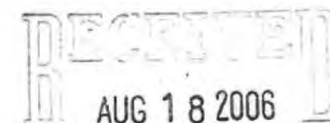


Exp
12/7/04

HERITAGE BUILDING SYSTEMS 2612 CHURCH STREET NORTH LITTLE ROCK, ARK 72114 1-800-643-5555		DESCRIPTION: ANCHOR BOLT PLAN	
		CUSTOMER: RICHARD YOUNGBLOOD	
		LOCATION: LAS VEGAS, NV 89149	
		HERITAGE JOB # NVX30593	
DRAWING BY	TRC	DATE	7/5/06
CHECK BY	JC	TIME	8:57am
LOADS	SEE COVER	DRAWING #	AB1
SCALE	N.T.S.	REV #	0

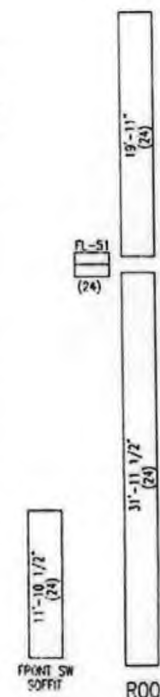
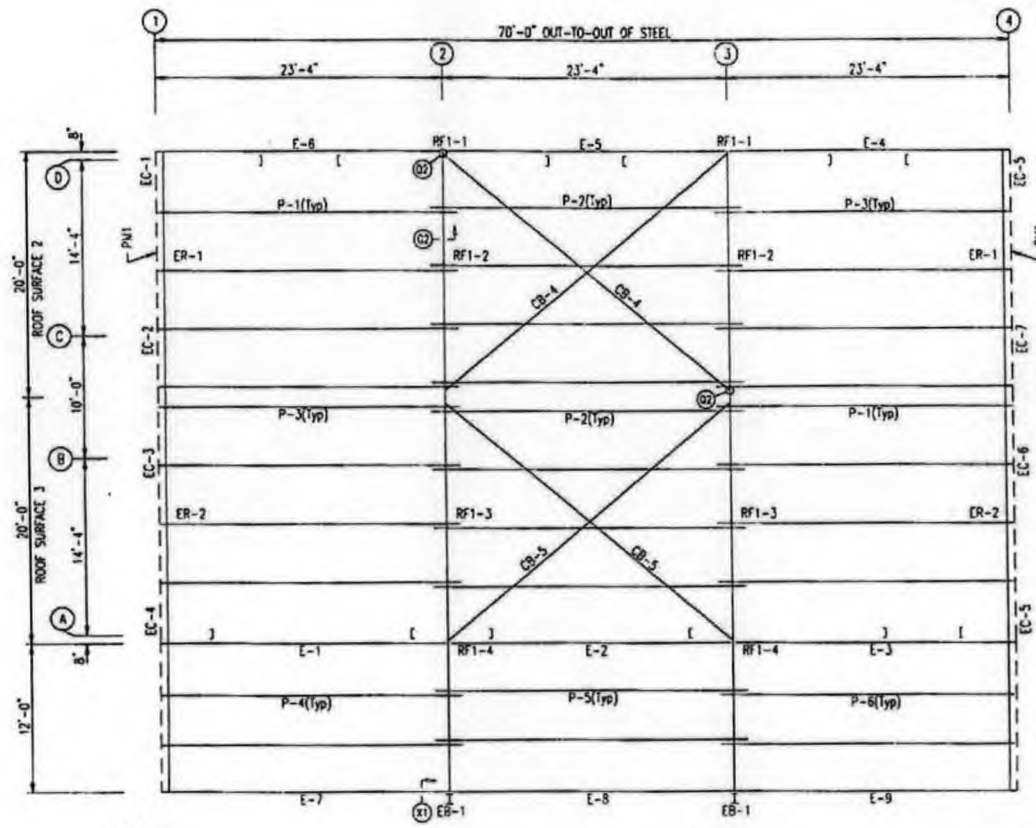
VAR-16113
SUP-16112
10/05/06 PC

RECEIVED
AUG 18 2006



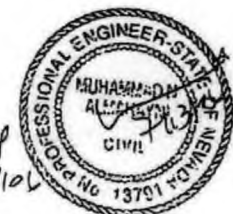
EXTENSION/CANOPY BOLTS				
MARK	QUAN	TYPE	DIA	LENGTH
CB-1	4	A325	3/4"	3"

MEMBER TABLE			
ROOF PLAN			
MARK	PART	LENGTH	DIA
EB-1	BEAM	12'-1 3/4"	
P-1	10X25214	24'-5 1/2"	
P-2	10X25214	23'-7 1/2"	
P-3	10X25214	24'-5 1/2"	
P-4	10X25214	24'-5 1/2"	
P-5	10X25214	25'-7 1/2"	
P-6	10X25214	24'-5 1/2"	
E-1	10ESIL14	23'-3 1/2"	
E-2	10ESIL14	23'-3 1/2"	
E-3	10ESIL14	23'-3 1/2"	
E-4	10ESIL14	23'-3 1/2"	
E-5	10ESIL14	23'-3 1/2"	
E-6	10ESIL14	23'-3 1/2"	
E-7	10ESIL14	23'-3 1/2"	
E-8	10ESIL14	23'-3 1/2"	
E-9	10ESIL14	23'-3 1/2"	
CB-4	HV-3730	30'-1"	1/4"
CB-5	HV-3730	30'-6"	1/4"



ROOF FRAMING PLAN

ROOF SHEETING
PANELS: 26 Ga. PR
Light Stone



EXP
12/3/10

- GENERAL NOTES:
1. INSTALL ALL PURLIN AND FLANGE BRACES (FBS) AS SHOWN.
 2. ROOF PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
 3. DO NOT ADD ANY ADDITIONAL ROOF OPENINGS WITHOUT BUILDING MANUFACTURER APPROVAL OR PROFESSIONAL ENGINEER APPROVAL.
 4. DO NOT STACK SHEET BUNDLES ON ROOF. ONLY RAISE INDIVIDUAL SHEETS AS NEEDED.
 5. AFTER INSTALLATION, WIPE ALL PANELS CLEAN OF METAL SHAVINGS CAUSED BY DRILLING.

HERITAGE BUILDING SYSTEMS 2612 GIBBLE STREET NORTH LITTLE ROCK, ARK 72114 1-800-843-5105		DESCRIPTION: ROOF FRAMING PLAN			
		CUSTOMER: RICHARD YOUNGBLOOD			
		LOCATION: LAS VEGAS, NV 89149			
		HERITAGE JOB #: NVV30593			
DRAWING BY: TRC	DATE: 7/5/06	LOADS: SEE COVER	SCALE: N.T.S.		
CHECK BY: JC	DATE: 6/5/06	DRAWING #: RFP	REV #: 0		

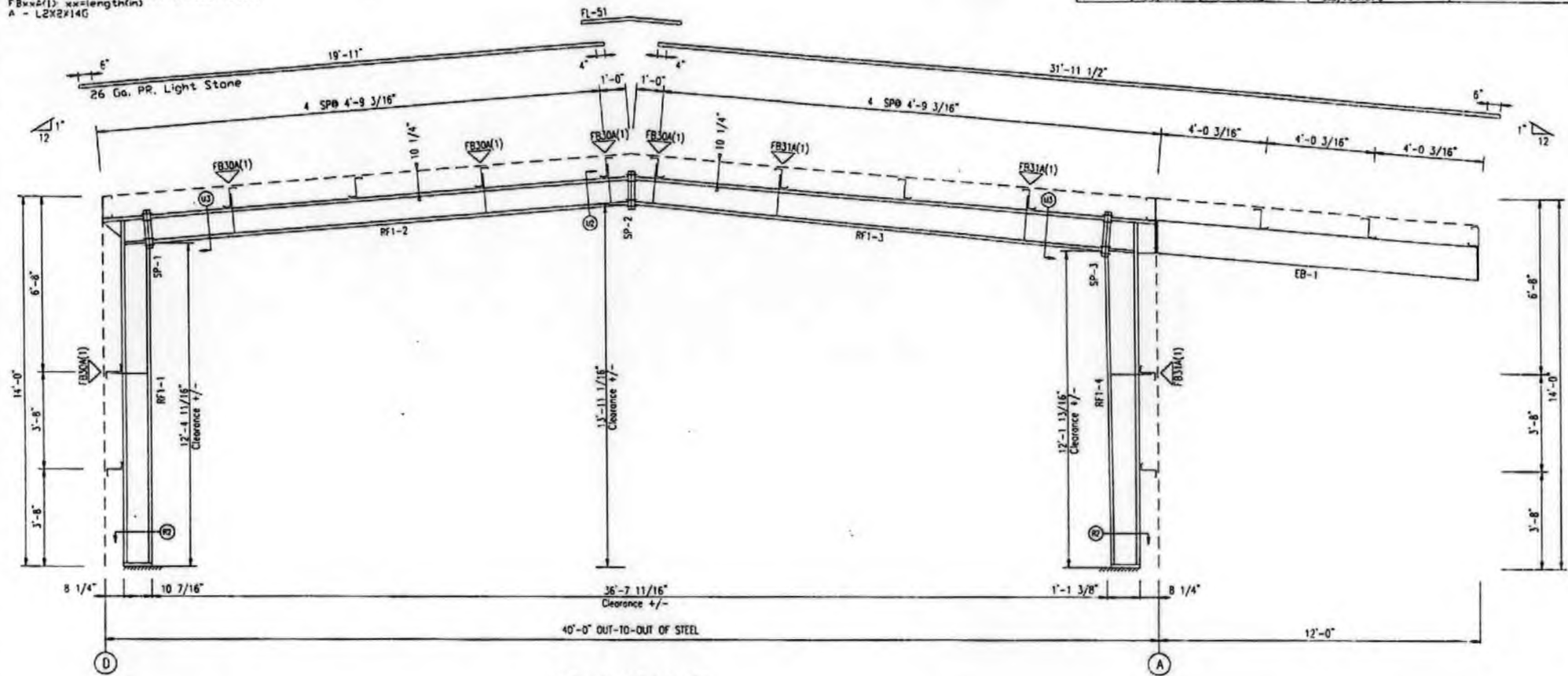
VAR-16113
SUP-16112
10/05/06 PC

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SPICE BOLTS									
Splice Mark	Qun	Top/Bol/mt	Type	Da	Len	Bolt			
SP-1	4	4	0	A325	3/4" x 1 3/4"				
SP-2	4	4	0	A325	3/4" x 1 3/4"				
SP-3	4	4	0	A325	3/4" x 1 3/4"				

FLANGE BRACES: Both Sides (Unless Noted)
 FBxx(1) xx=length(in)
 A - L2X2X14G

PIECE	WEB DEPTH START/END	WEB PLATE THICK	LENGTH	OUTSIDE FLANGE		INSIDE FLANGE	
				W x T x LEN		W x T x LEN	
RF1-1	10 0/10 0	0.134	144.6	5x3/16"x152.5		5x3/16"x144.6	
RF1-2	10 0/10 0	0.188	13.7	5x3/16"x 17.4			
RF1-3	10 0/10 0	0.134	222.3	5x3/16"x222.3		5x3/16"x221.5	
RF1-4	10 0/13 0	0.134	219.3	5x3/16"x202.0		5x3/16"x119.2	
				5x1/4" x 99.3		5x5/16" x 99.3	
				5x3/8" x 19.6		5x3/16"x141.8	
	11 6/13 0	0.290	16.7				
	13 0/10 0	0.134	141.8	5x3/16"x157.5			



FRAME CROSS SECTION
 FOR FRAME LINE 2 3

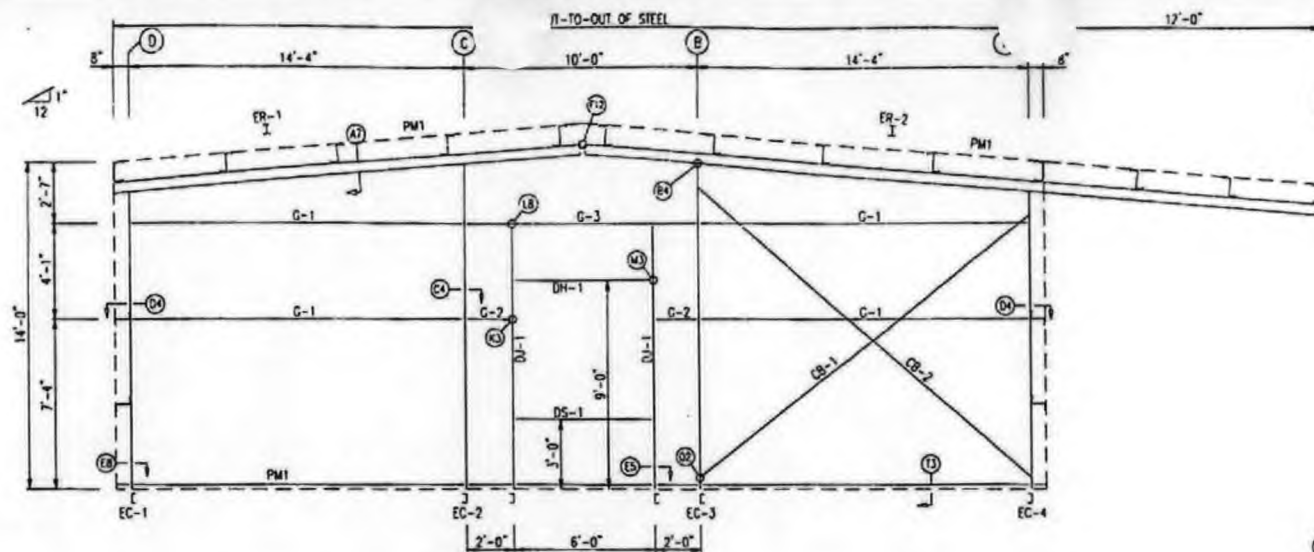
- GENERAL NOTES:
1. ALL FIELD CONNECTIONS OF PRIMARY FRAMING MEMBERS SHALL BE BOLTED WITH A325 N. S. BOLTS AND INSTALLED BY THE TURN OF THE NUT METHOD.
 2. ALL FIELD CONNECTIONS OF SECONDARY FRAMING SHALL BE BOLTED WITH A307 MACHINE BOLTS.
 3. INSTALL ALL FLANGE BRACES ON COLUMN AND RAFTER AS SHOWN.



HERITAGE BUILDING SYSTEMS		DESCRIPTION: FRAME CROSS SECTION	
2612 GRABLE STREET NORTH LITTLE ROCK, ARK 72114 1-800-643-5555		CUSTOMER: RICHARD YOUNGBLOOD	
DRAWING BY: TRG		LOCATION: LAS VEGAS, NV 89149	
CHECK BY: JC		HERITAGE JOB #: NVX30593	
DATE: 7/5/06	LOOSE: SEE COVER	SCALE: N.T.S.	REV: 0
TIME: 6:57pm	DRAWING: FCS		

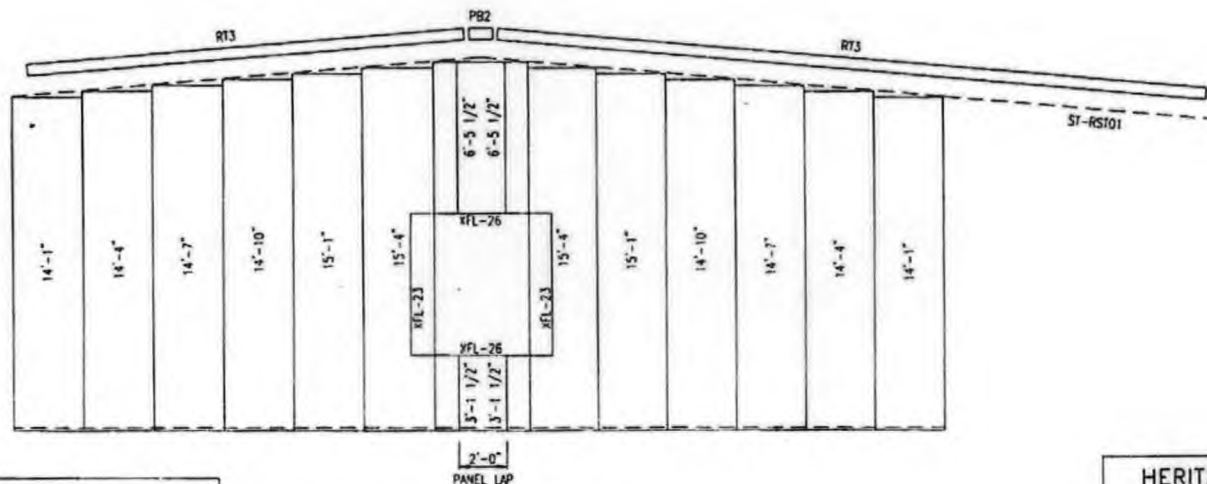
VAR-16113
 SUP-16112
 10/05/06 PC

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 AUG 18 2006



ENDWALL FRAMING: FRAME LINE 1

ERECTOR'S NOTE:
FIELD SLOT GIRTS FOR
CABLE PASSAGE.



ENDWALL SHEETING & TRIM: FRAME LINE 1
PANELS: 26 Ga. PP - Desert Sand

GENERAL NOTES:

1. INSTALL ALL GIRTS AND FLANGE BRACES (FB) AS SHOWN.
2. WALL PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
3. OTHER THAN FOR WALK DOORS AND WINDOWS SHOWN ON THE CONTRACT, DO NOT ADD ADDITIONAL WALL OPENINGS WITHOUT APPROVAL OF BUILDING MANUFACTURER OR PROFESSIONAL ENGINEER.
4. AFTER INSTALLATION, WIPE ALL PANELS CLEAN OF METAL SHIMMING CAUSED BY DRILLING.

ROOF TABLE				
FRAME LINE 1				
LOCATION	QUAN	TYPE	DIA	LENGTH
ER-1/ER-2	8	A325	5/8"	1 1/4"
Columns	2	A325	1/2"	1 1/4"

MEMBER TABLE				
FRAME LINE 1				
MARK	PART	LENGTH	DIA	
EC-1	8F25C16	12'-5 1/16"		
EC-2	8F25C16	13'-7 3/8"		
EC-3	8F25C14	13'-7 3/8"		
EC-4	8F25C16	12'-5 1/16"		
ER-1	WBX21	20'-0 9/16"		
ER-2	WBX21	38'-2"		
DJ-1	8F25C16	11'-5"		
DH-1	8F25C16	6'-0"		
DS-1	8F25C16	6'-0"		
G-1	8X25Z16	13'-8"		
G-2	8X25Z16	1'-9"		
G-3	8X25Z16	9'-11 1/2"		
CS-1	HW-3730	19'-0"	1/4"	
CS-2	HW-3730	19'-9"	1/4"	



HERITAGE
BUILDING
SYSTEMS

2512 CHIMBLE STREET
NORTH LITTLE ROCK, ARK 72114
1-800-643-5555

DESCRIPTION	LEFT ENDWALL			
CUSTOMER	RICHARD YOUNGBLOOD			
LOCATION	LAS VEGAS, NV 89149			
HERITAGE JOB #	NVX30593			
DRAWN BY	TRC	DATE	7/5/06	LOOSE
CHECK BY	JC	DATE	6.57am	SEE COVER
		DRAWING #	LEW	SCALE
				R.T.S.
				REV #
				0

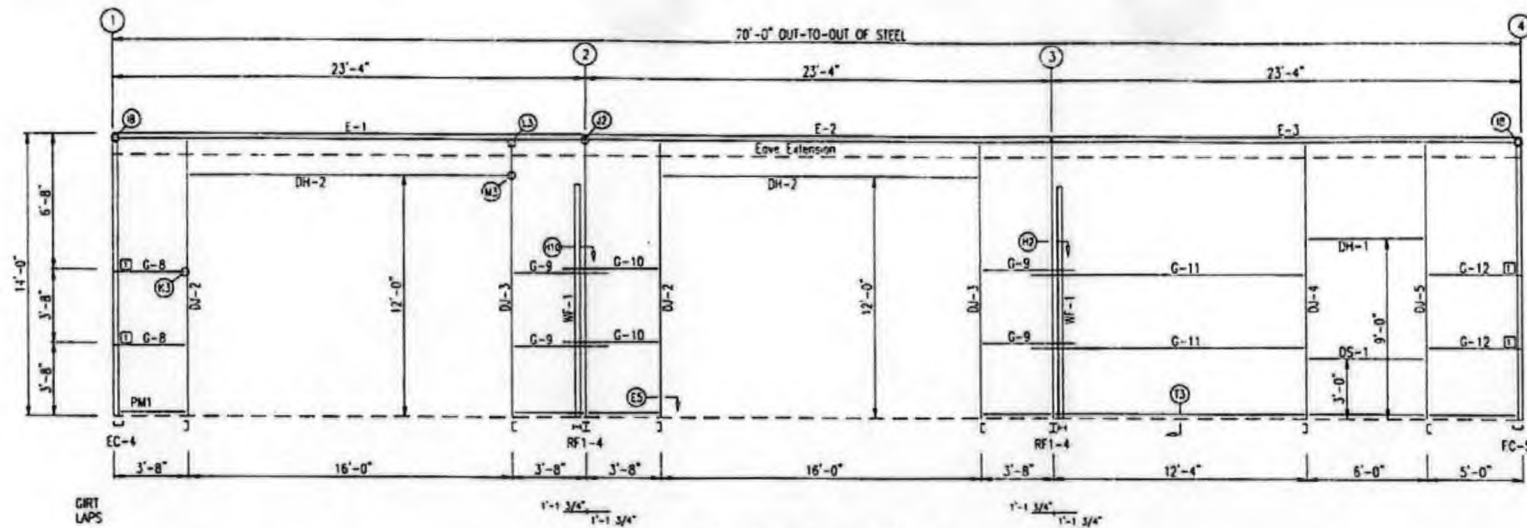
VAR-16113
SUP-16112
10/05/06 PC

AUG 18 2006

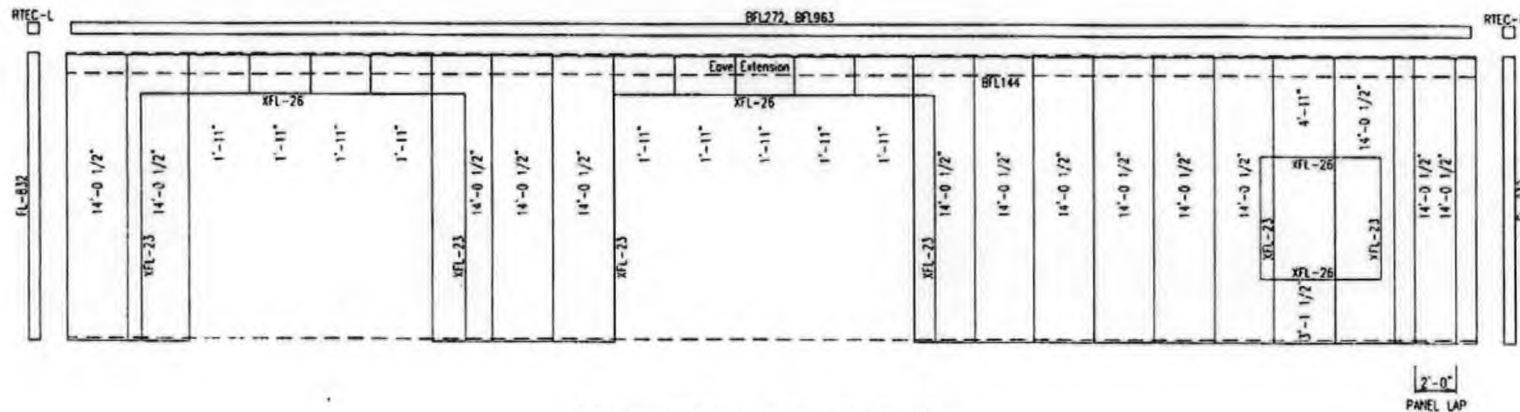
BOLT TABLE				
FRAME LINE A				
LOCATION	QUAN	TYPE	DIA	LENGTH
WF-1 - RF1-4	8	A325	5/8"	1 1/2"

MEMBER TABLE		
FRAME LINE A		
MARK	PART	LENGTH
WF-1	W12643	11'-10"
DJ-2	8F25C16	13'-2" 3/8"
DJ-3	8F25C16	13'-2" 3/8"
DJ-4	8F25C16	13'-2" 3/8"
DJ-5	8F25C16	13'-2" 3/8"
DH-1	8F25C16	6'-0"
DH-2	8F25C16	16'-0"
DS-1	8F25C16	6'-0"
E-1	10E31L14	23'-3" 1/2"
E-2	10E31L14	23'-3" 1/2"
E-3	10E31L14	23'-3" 1/2"
G-8	8X25Z16	3'-5"
G-9	8X25Z16	4'-7"
G-10	8X25Z16	4'-7"
G-11	8X25Z16	13'-3"
G-12	8X25Z16	4'-9"

CONNECTION PLATES	
FRAME LINE A	
CLD	MARK/PART
1	SC-5



SIDEWALL FRAMING: FRAME LINE A



SIDEWALL SHEETING & TRIM: FRAME LINE A

PANELS: 26 Ga. PR - Desert Sand

GENERAL NOTES.

1. INSTALL ALL GIRTS AND FLANGE BRACES (FB) AS SHOWN.
2. WALL PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
3. OTHER THAN FOR WALK DOORS AND WINDOWS SHOWN ON THE CONTRACT, DO NOT ADD ADDITIONAL WALL OPENINGS WITHOUT APPROVAL OF BUILDING MANUFACTURER OR PROFESSIONAL ENGINEER.
4. AFTER INSTALLATION, Wipe ALL PANELS CLEAN OF METAL SHAVINGS CAUSED BY DRILLING.

**HERITAGE
BUILDING
SYSTEMS**

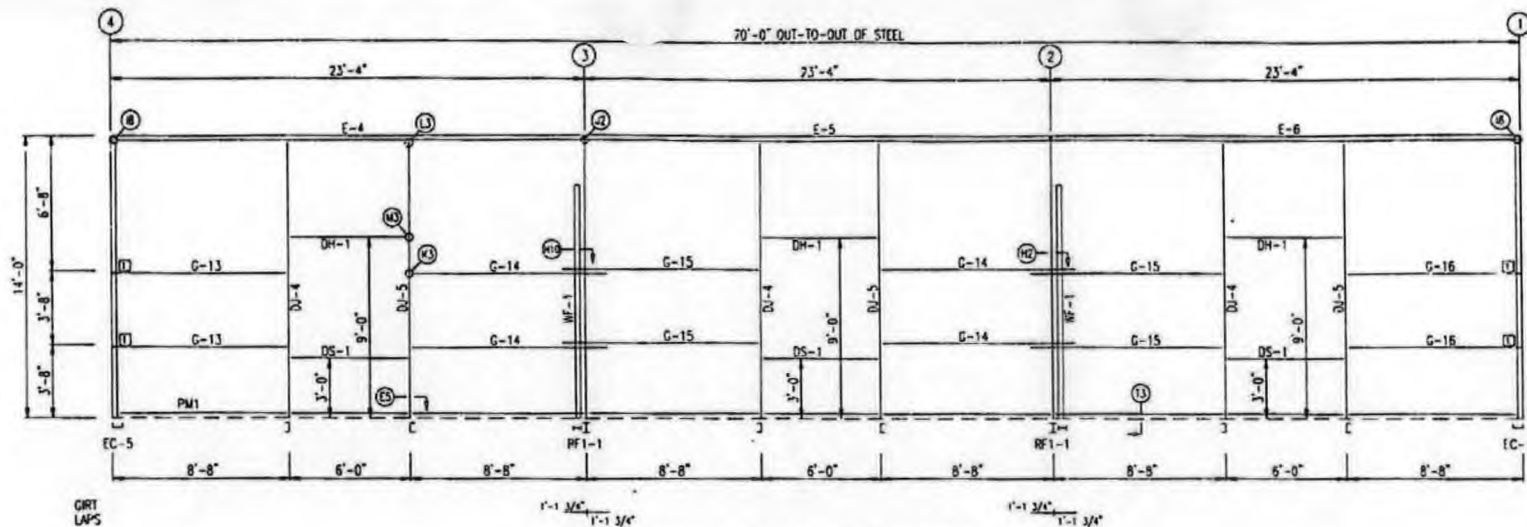
2612 GRABLE STREET
NORTH LITTLE ROCK, ARV 72114
1-800-643-5555

DESCRIPTION:		FRONT SIDEWALL	
CUSTOMER:		RICHARD YOUNGBLOOD	
LOCATION:		LAS VEGAS, NV 89149	
HERITAGE JOB #		NVX30593	
DRAWING IN	DATE	LOADS	SCALE
TRG	7/5/06	SEE COVER	N.T.S.
CHECK BY	TIME	DRAWING #	REV #
UC	6:57am	FSW	0



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SUP-16112
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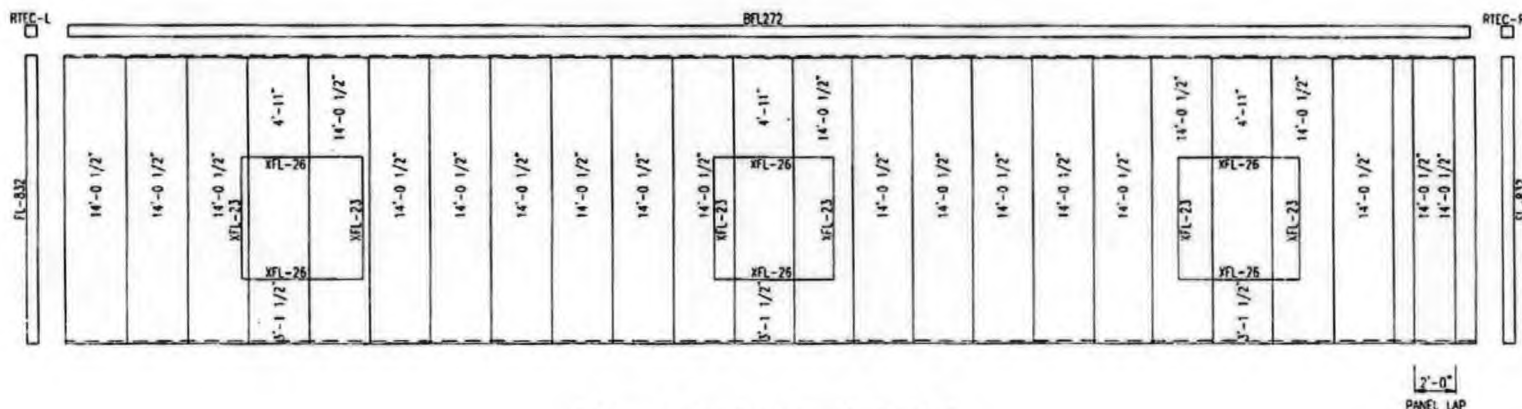


SIDEWALL FRAMING: FRAME LINE D

MARK	TYPE	QTY	UNIT	LENGTH
WF-1	8F25C16	8	ASPS	5/8" 1 1/2"

MARK	PART	LENGTH
WF-1	W12643	11'-10"
DJ-4	8F25C16	13'-2 3/8"
DJ-5	8F25C16	13'-2 3/8"
DH-1	8F25C16	6'-0"
DS-1	8F25C16	6'-0"
E-4	10ES14	23'-3 1/2"
E-5	10ES14	23'-3 1/2"
E-6	10ES14	23'-3 1/2"
G-13	8X25216	8'-5"
G-14	8X25216	9'-7"
G-15	8X25216	9'-7"
G-16	8X25216	8'-5"

CONNECTION PLATES
FRAME LINE D
1 1/2" 3/4"



SIDEWALL SHEETING & TRIM: FRAME LINE D

PANELS: 26 Co. PP - Desert Sand

GENERAL NOTES:

1. INSTALL ALL GIRTS AND FLANGE BRACES (FB) AS SHOWN.
2. WALL PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
3. OTHER THAN FOR WALK DOORS AND WINDOWS SHOWN ON THE CONTRACT, DO NOT ADD ADDITIONAL WALL OPENINGS WITHOUT APPROVAL OF BUILDING MANUFACTURER OR PROFESSIONAL ENGINEER.
4. AFTER INSTALLATION, WIPE ALL PANELS CLEAN OF METAL SHAVINGS CAUSED BY DRILLING.

HERITAGE
BUILDING
SYSTEMS

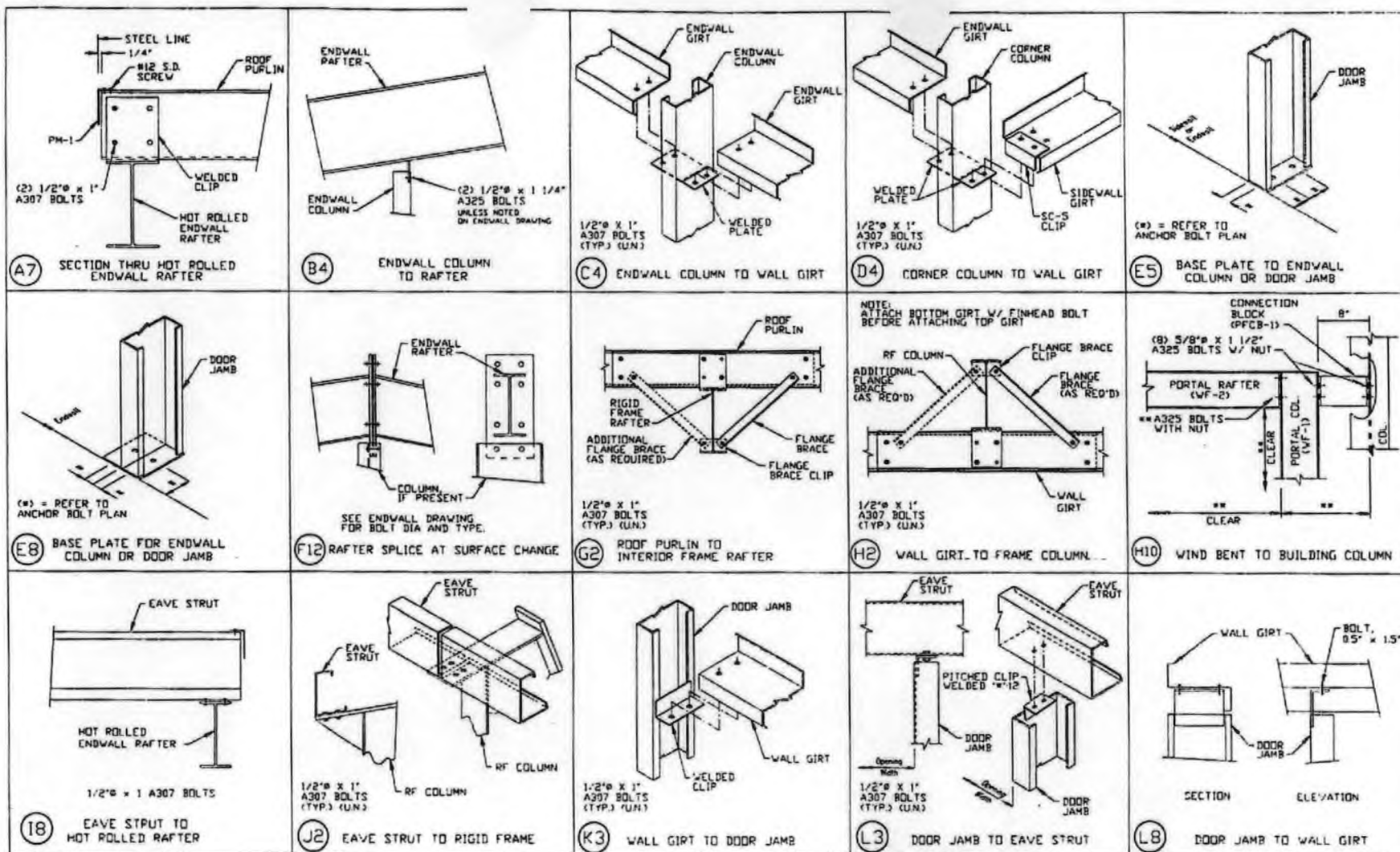
2612 GAMBLE STREET
NORTH LITTLE ROCK, ARK 72114
1-800-643-5555

DESCRIPTION	BACK SIDEWALL
CUSTOMER	RICHARD YOUNGLOOD
LOCATION	LAS VEGAS, NV 89149
HERITAGE JOB #	NYX30593
DRAWING BY	TRG
CHECK BY	JCL
DATE	7/5/06
TIME	6:57pm
LOADS	SEE COVER
SCALE	N.T.S.
DRAWING #	BSW
REV #	0



VAR-16113
SUP-16112
10/05/06 PC

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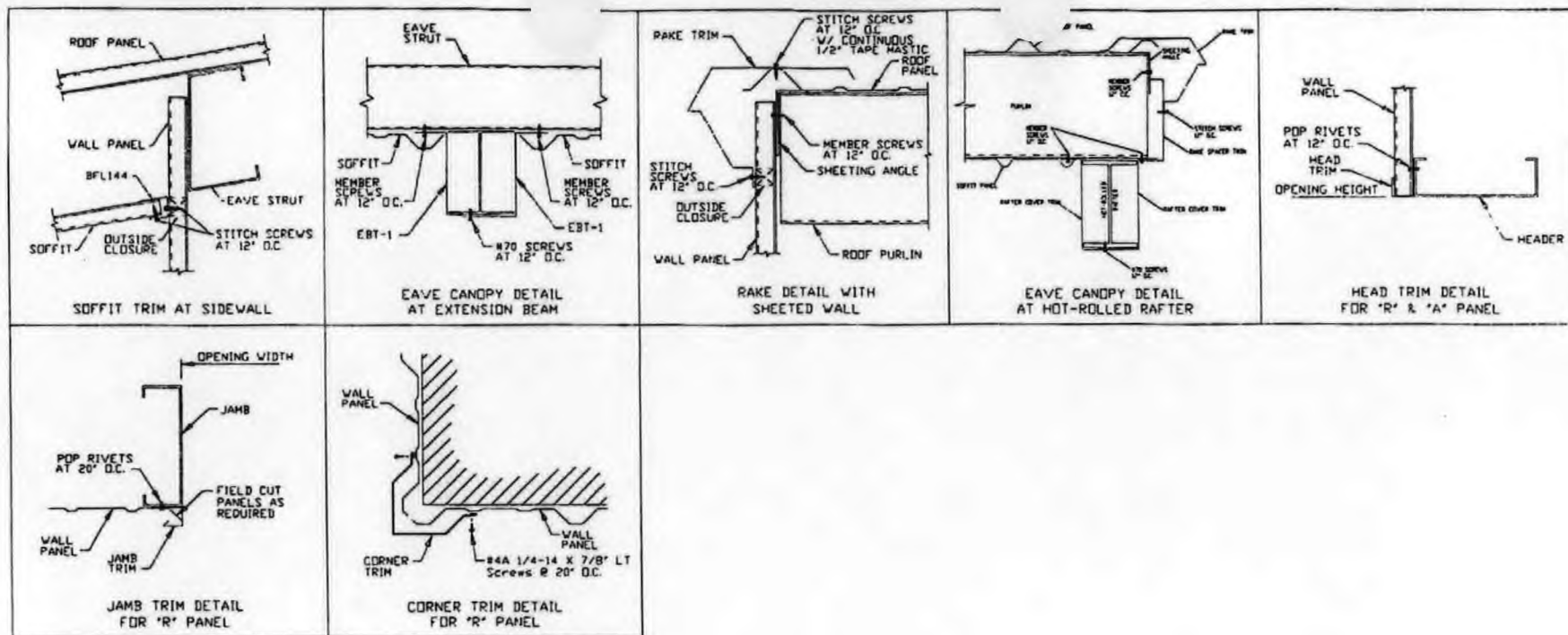
Exp
12/31/17

PROFESSIONAL ENGINEER-STATE OF NEVADA
MUHAMMAD ALI ALKHALAF
CIVIL

HERITAGE BUILDING SYSTEMS		DESCRIPTION		DETAIL DRAWINGS	
2412 GRABLE STREET NORTH LITTLE ROCK, ARK 72114 1-800-643-5555		CUSTOMER		RICHARD YOUNGBLOOD	
		LOCATION		LAS VEGAS, NV 89149	
		HERITAGE JOB #		NVK30593	
		DRAWING BY	DATE	LOADS	SCALE
		TRC	1/5/06	SEE COVER	N.T.S.
		CHECK BY	TIME	DRAWING #	REV #
		JC	6:57pm	DET1	0

VAR-16113
SUP-16112
10/05/06 PC

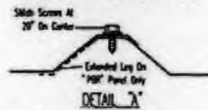
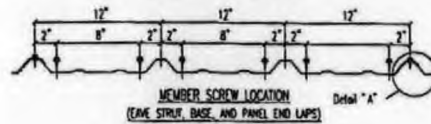
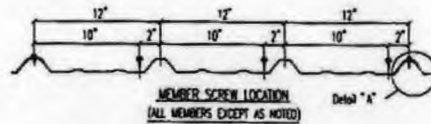
REGISTERED
AUG 18 2006



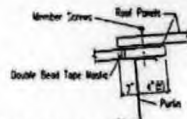
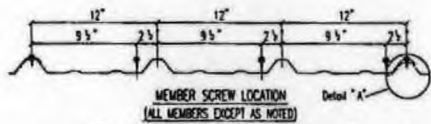
HERITAGE BUILDING SYSTEMS 2612 CHURCH STREET NORTH LITTLE ROCK, AR 72114 1-800-643-5555	DESCRIPTION: DETAIL DRAWINGS	
	CUSTOMER: RICHARD YOUNGBLOOD	
	LOCATION: LAS VEGAS, NV 89149	
	HERITAGE JOB #: 44X30593	
	DRAWING BY: TRG CHECK BY: JC	DATE: 7/5/06 TIME: 6:57am
	LOOSE: SEE COVER DRAWING #: DET3	SCALE: N.T.S. REV #: 0

VAR-16113
SUP-16112
10/05/06 PC

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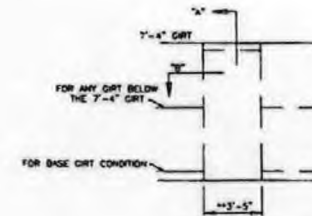
"PBR" PANEL WALL



SECTION THRU PEAK PURLIN AND PANEL END LAPS

"PBR" AND "R" PANEL ROOF

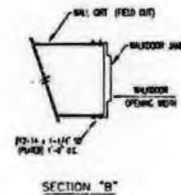
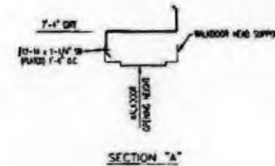
NOTE!
SCREW PATTERNS SHOWN,
SATISFY UL-90
REQUIREMENTS FOR ROOF.



ERECTOR NOTE:
FIELD CUT GIRTS BELOW 7'-4" TO ATTACH TO THE
WALKDOOR JAMBS WITH F2-14 x 1-1/2" RD BRDL SCWS
(2) EACH SIDE AS FOR SECTION "A"

THE 3'-5" DIMENSION INCLUDES THE WALKDOOR
OPENING PLUS THE MAXIMUM WIDTH OF THE
WALKDOOR FRAME

WALKDOOR DETAIL
3070 WALKDOOR



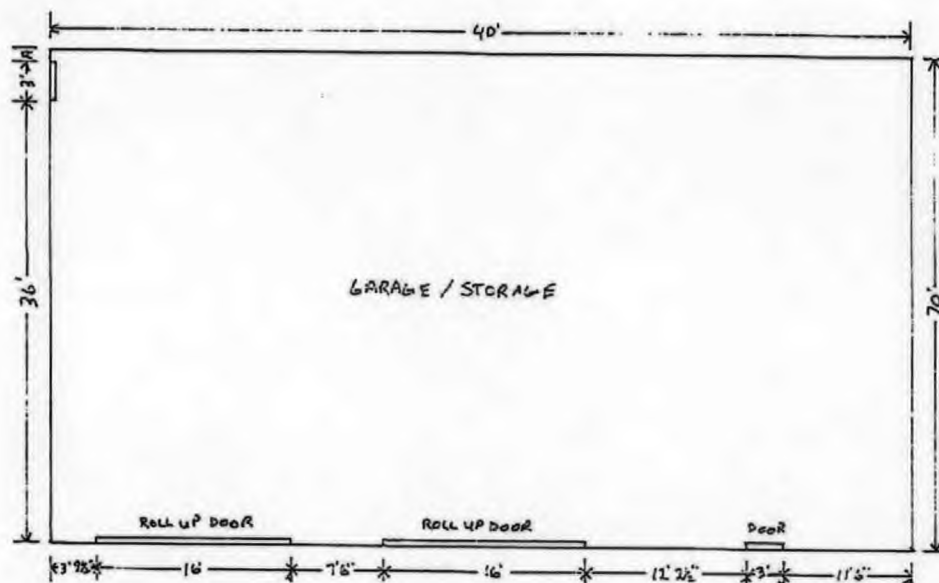
**HERITAGE
BUILDING
SYSTEMS**
2612 GRIBBLE STREET
NORTH LITTLE ROCK, ARK 72114
1-800-843-5555

DESCRIPTION:	TRIM DETAILS
CUSTOMER:	RICHARD YOUNGBLOOD
LOCATION:	LAS VEGAS, NV 89149
HERITAGE JOB #	NVX30593
DRAWING BY	TRG
CHECK BY	JC
DATE	7/5/06
LEADS	SEE COVER
SCALE	N.T.S.
REV	0

**VAR-16113
SUP-16112
10/05/06 PC**

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A=1'



RECEIVED
AUG 18 2006

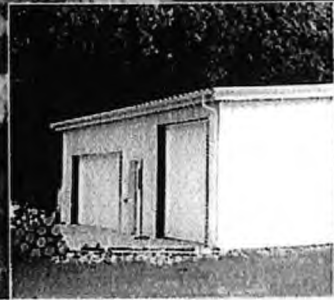
VAR-16113
SUP-16112
10/05/06 PC

FLOOR PLAN
YOUNGBLOOD RESIDENCE
8320 W. WASHBURN RD.
SCALE: 1"=10'

Garages & Shops

VAR-16113
SUP-16112
10/05/06 PC

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"Thank you for making the purchase and erection of the building so easy. We are ve.

Wednesday, August 16, 2006

To Whom It May Concern:

I am requesting that you grant me a special use permit and variance to erect a 70' x 40' manufactured steel building that will be used as a garage and storage building. It will be painted the same colors as the house and pool house. It will be located at the rear of the property. It will be similar in size to an existing building on my neighbor's property that is kitty corner to the rear of my property. There is also a similar building on another neighbors property a couple of houses down from the above mentioned neighbor. My building will have a roof height that is lower than the above mentioned buildings limiting any view obstruction for my neighbors. The location of the building will be situated such that it will be next to the back yards of each of the surrounding neighbors and not directly next to anyone's home.

The purpose of the building is to eliminate the four 8'x20' steel storage containers that I currently have in that location on my property and to give me additional parking (indoors) for my vehicles. Currently my vehicles sit out on the driveway and in the street and are exposed to the sun all day. I believe that this building will not adversely affect my neighbors and will be consistent with other upgrades that have transpired in the neighborhood.

Thank you for your consideration in this matter.

Sincerely

Richard Youngblood
8320 W. Washburn Road
Las Vegas, Nevada 89149

**VAR-16113
SUP-16112
10/05/06 PC**

To whom it may concern,

I am writing this to declare
I am totally against granting

VAR-16113 and SUP-16112.

If you want to build a warehouse
or a factory, go down to industrial
road where they belong! Property
values and a quality of life are
why my family and I built our home
here. No variances!

No special permits!

Thank you.

Joseph R. Borusiewicz
8321 W. Fisher Ave.
(702) - 645-2143

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2006 OCT 31 A 10:48



Submitted after final agenda

Date 10/31/06 Item 106-107

VARIANCE

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

VAR-16113

APPLICANT/OWNER: RICHARD YOUNGBLOOD - REQUEST FOR VARIANCE TO ALLOW A NON-HABITABLE ACCESSORY STRUCTURE TO EXCEED 50% OF THE FLOOR AREA OF THE MAIN DWELLING AND TO EXCEED 50% OF THE REAR YARD AREA ON 0.67 ACRES AT 8320 WEST WASHBURN ROAD (APN 125-33-204-011), R/E (RESIDENCE ESTATES) ZONE, WARD 6 (ROSS).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE SOUTH HALF (S½) OF THE NORTHWEST QUARTER (NW¼) OF SECTION 33, TOWNSHIP 19 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>



NO!

BARBARA JO RONEMUS
CITY CLERK

SEE LOCATION MAP ON REVERSE SIDE

RECEIVED
CITY CLERK

2006 OCT 31 A 10:48

SPECIAL USE PERMIT

BORUSIEWICZ JOSEPH R & KATHLEEN
8321 W FISHER AVE
LAS VEGAS NV 89149-4610

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

SUP-16112

APPLICANT/OWNER: RICHARD YOUNGBLOOD - REQUEST FOR A SPECIAL USE PERMIT FOR A NON-HABITABLE ACCESSORY STRUCTURE AT 8320 WEST WASHBURN ROAD (APN 125-33-204-011), R-E (RESIDENTIAL ESTATES) ZONE, WARD 6 (ROSE).

THE ABOVE PROPERTY IS LEGALLY DESCRIBED AS BEING A PORTION OF THE SOUTH HALF (S $\frac{1}{2}$) OF THE NORTHWEST QUARTER (NW $\frac{1}{4}$) OF SECTION 33, TOWNSHIP 19 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) 228-6301 (TDD 386-9108) <http://www.lasvegasnevada.gov>



No!

Protest

BARBARA JO RONEMUS
CITY CLERK

SEE LOCATION MAP ON REVERSE SIDE

RECEIVED
CITY CLERK

2006 OCT 31 A 10 48

Submitted after final agenda

Date 10/31/06 Item 106-107

**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**

To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-001

8351 w. Fisher ave.

Owner: Brierley, Bill & Eileen Trust

X Bill Brierley

Date: 9/7/06

X _____

Date: _____

ITEM # 35 + 36
CASE # VAC-16113 + SUP 16112
PC MTG 10-5-06

A

To whom it may concern,

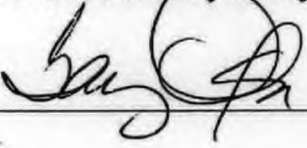
I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-005

8311 w. Fisher ave.

Owner: Oku Davi Roy & Gay Frances Living Trust

X



Date:

9/11/06

X

Date:

ITEM # 35 & 36

CASE # VAR-16113 & SUP-16112

PC MTG 10-5-06

To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-013

5211 n. Durango Drive

Owner: Luna, Ralph Jude & Jackie Sue

X Jackie S Luna

Date: 9-11-06

X _____

Date: _____

ITEM # 35 + 36
CASE # VAR 16113 + Sup. 16112
PC MTG 10-5-06

A

To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-010
8330 w. Washburn Road
Owner: Martin Family Trust
Martin, Dennis K & Betty J TRS

X *Dennis Kay Martin*

Date: 9-11-06

X _____

Date: _____

ITEM # 35 + 36
CASE # VN2-16113 + Sub-16112
PC MTG 10-5-06

A

To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-014
5210 n. Lisa Lane
Owner: Sifers, Jeffery

X Jeff Sifers

Date: 9-7-06

ITEM # 35 + 36
CASE # VAR. 16113 + SUP. 16112
PC MTG 10-5-06

A

To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-012
5220 n. Lisa Lane
Owner: Prekop Family Trust
Prekop, Paul A JR & Terry TRS

X PAUL A PREKOP

Date: 9-7-06

X _____

Date: _____

ITEM # 35 + 36
CASE # JNR-116113 + SUP-116112
PC MTG 10-5-06

A

To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-008

5230 n. Lisa Lane

Owner: Lukens, Michael G & Sherry C

X M. G. Lukens

Date: 9-7-06

X _____

Date: _____

ITEM # 35 & 36
CASE # VAR 16113 & SUP-16112
PC MTG 10-5-06

A

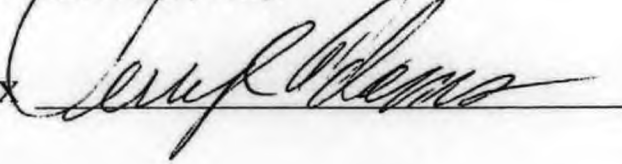
To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-002

8341 w. Fisher ave.

Owner: Adams, Terryl

X 

Date: 9-7-06

ITEM # 35 + 36

CASE # VNR-16113 + SUP-16112

PC MTG 10-5-06

A

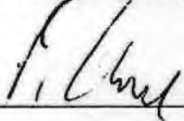
To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-007

5231 n. Durango Drive

Owner: Christopher, Paul M Living Trust

X 

Date: 9-7-06

ITEM # 35 + 36
CASE # VAR. 16113 + SUP. 16112
PC MTG 10-5-06

A

To the Planning and Development Department,
Current Planning Division, Development Service Center,
Douglas J. Rankin,

I object to granting this
variance, VAR-16113. My property + home
are directly behind this property. When I
purchased my property and built my home,
I was assured that the rules and laws in
effect would maintain my property
values and the scenery. Once again,
I do not want this variance granted

Yours truly,
Joseph R. Borsiewicz

B Joseph Borsiewicz
8321 Fisher Ave
Las Vegas, NV 89149-4610

ITEM # 41
CASE # VAR-16113
PC MTG 10-25-06

P

Telephone Protest/ Approval Log

Meeting Date: 9/5/2006

Case Number: VAR 16113

Date: 9/29/06
Name: RUTH LAVIN
Address: 8201 ADLER CIR
Las Vegas NV 89149
Phone: (702) 229-3482
☐ PROTEST ☒ APPROVE

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

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

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

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

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

ITEM # 41
CASE # VAR 16113
PC MTG 10-5-06

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

SPECIAL USE PERMIT RELATED TO VAR-16113

SUP-16112 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: RICHARD YOUNGBLOOD - Request for a Special Use Permit FOR A NON-HABITABLE ACCESSORY STRUCTURE at 8320 West Washburn Road (APN 125-33-204-011), R-E (Residential Estates) Zone, Ward 6 (Ross). The Planning Commission (7-0 vote) and staff recommend DENIAL. NOTE: The correct ward designation Ward 4 (Brown)

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

9

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 42

Motion made by LARRY BROWN to Approve subject to conditions and adding the following condition as read into the record:

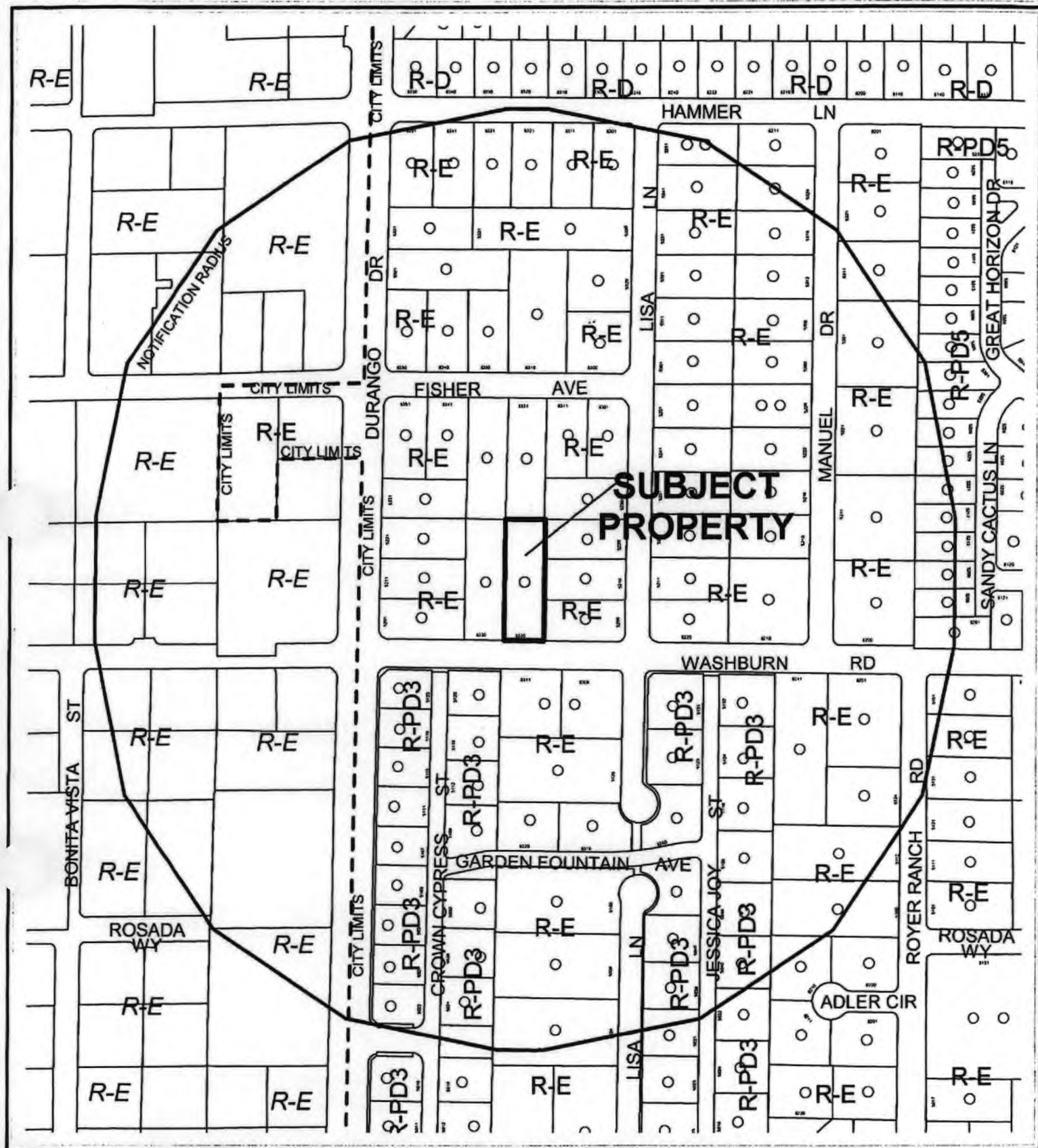
A. The accessory structure shall be earth toned colored exterior, that the rear yard setback to the accessory structure shall be a minimum of 10 feet and the landscaping shall be enhanced along the three sides of the rear yard subject to approval of the Planning and Development staff.

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

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

Minutes:

See Item 120 for related discussion.



CASE: **SUP-16112**

RADIUS: 1000 FT

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

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 20, 2006

DEPARTMENT: PLANNING AND DEVELOPMENT

ITEM DESCRIPTION: ABEYANCE - SUP-16112 - APPLICANT/OWNER: RICHARD YOUNGBLOOD

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, subject to:

Planning and Development

1. Conformance to all Minimum Requirements under LVMC *Title 19.04.050* for Non Habitable Accessory Structure 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. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

4. Coordinate with the Southern Nevada Health District to determine if the existing septic system permit will accommodate the additional non-habitable accessory structure; if not coordinate with the City of Las Vegas Collection Systems Planning Section of the Department of Public Works regarding connection to the City of Las Vegas sewer system prior to the issuance of any permits.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is requesting approval for a Special Use Permit to allow a 2800 sq. ft. non-habitable accessory structure where a 1,670 sq ft non-habitable accessory structure is permitted at 8320 Washburn Road. The structure is a single story, 14-foot tall metal building. The applicant seeks to consolidate four, smaller structures with the proposed structure.

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-16113 concurrently with this application. The Planning Commission voted 7-0 to recommend DENIAL (PC Agenda Item #42/mh).
<i>Related Building Permits/Business Licenses</i>	
1/21/90	R-147-90: Single Family Dwelling
1/23/97	M-6358-96: Swimming pool
3/19/02	M-1036-02: 2 x 200 sq. ft. partially covered horse corrals with breezeway.
<i>Pre-Application Meeting</i>	
08/02/06	Applicant was informed of the requirement for the Special Use Permit in relation to the Variance requested for the non-habitable accessory structure. The conditional requirements for aesthetics were also discussed.
<i>Neighborhood Meeting</i>	
N/A	N/A

<i>Details of Application Request</i>	
<i>Site Area</i>	
Gross Acres	0.67

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Single Family Residential	DR	RE
North	Single Family Residential	DR	RE
South	Single Family Residential	DR & R	RE & R-PD3
East	Single Family Residential	DR	RE
West	Single Family	DR	RE

	Residential		
--	-------------	--	--

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

DEVELOPMENT STANDARDS

<i>Standard</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
Min. Lot Size	20,000 sq. ft.	29,451 sq ft	Y
Min. Lot Width	100 feet	100 feet	Y
Min. Setbacks			
• Front	50'	50'	Y
• Side	10'	10'	Y
• Corner	15'	NA	Y
• Rear	35'	190'	Y
Min. Distance Between Buildings	6'	160'	Y
Max. Lot Coverage	N/A	N/A	N/A
Max. Building Height	2 Stories or 35', whichever is less	14'	Y
Trash Enclosure	N/A	N/A	N/A
Mech. Equipment	N/A	N/A	N/A

ANALYSIS

The proposed 2,800 sq ft non-habitable accessory structure exceeds the maximum allowances made in Title 19.04. Although all neighboring property owners have given written consent to the proposed structure, the size of the proposed structure stems from a self-induced hardship. If approved, the single story 14-foot tall metal building, will be required to be painted the same color as the primary structure to minimize visual incoherency.

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 proposed use is for a non-habitable accessory structure that seeks to consolidate smaller storage structures in order to reduce clutter. As depicted on the provided site plans and elevations the structure comparable to other existing structures in the surrounding area.

In regard to "2":

The lot size as shown provides enough space to accommodate the structure.

In regard to "3":

There is no anticipated traffic impact from this proposal.

In regard to "4":

There is little affect approval of the Special Use Permit would have on the public health, safety, and welfare or the overall objectives of the General Plan. All neighboring property owners have given written consent to the proposed structure.

In regard to "5":

As proposed, the Special Use Permit does not meet the conditions as set per 19.04 for a non-habitable accessory structure therefore we recommend denial.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

ASSEMBLY DISTRICT 4

SENATE DISTRICT 6

NOTICES MAILED 145 by City Clerk

APPROVALS 9

PROTESTS 0



Special Use Permit

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

SUP-16112

Case Number: _____ APN: 125-33-204-011

Name of Property Owner: Richard Youngblood

Name of Applicant: Richard Youngblood

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 X No

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

City Official: _____

Partner(s): _____

APN: _____

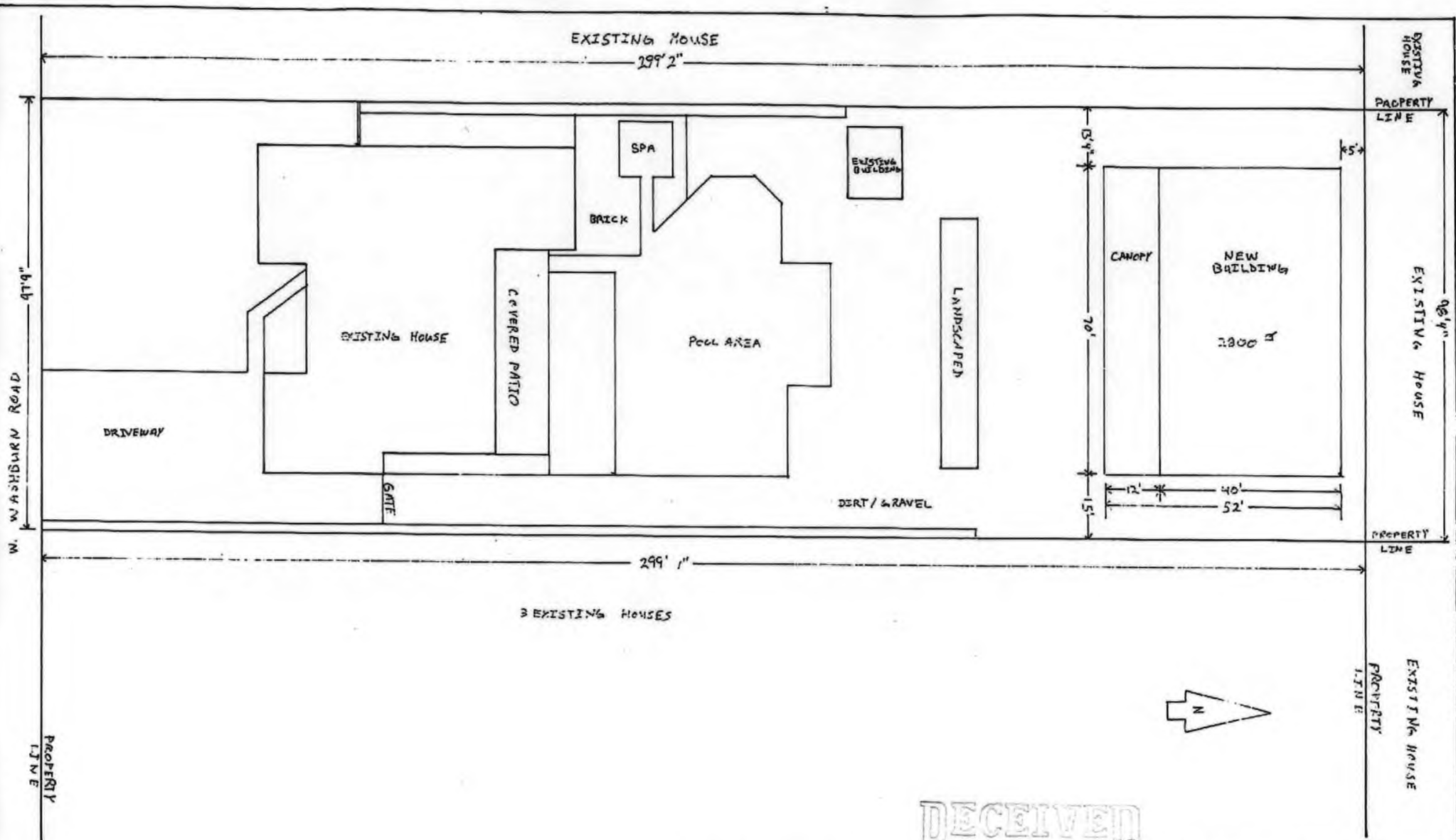
Signature of Property Owner: [Signature]

Print Name: Richard Youngblood

Subscribed and sworn before me

This 2 day of August, 2006
[Signature]
Notary Public in and for said County and State





VAR-16113

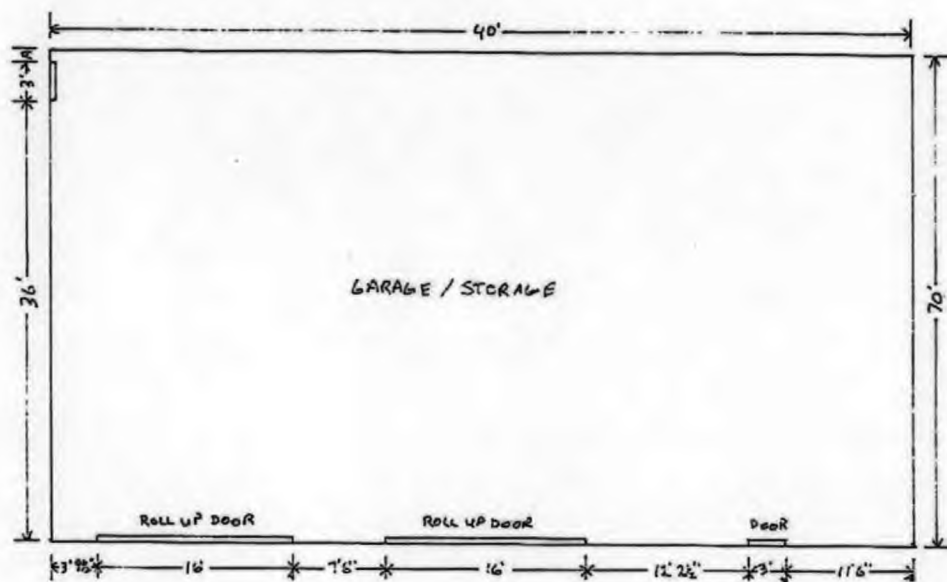
SUP-16112

10/05/06 PC

RECEIVED
AUG 18 2006

YOUNGBLOOD RESIDENCE
PARCEL = 29,346.62 sq
8320 W. WASHBURN RD.
SCALE: 1" = 20'

R=1'



RECEIVED
AUG 18 2006

VAR-16113
SUP-16112
10/05/06 PC

FLOOR PLAN
YOUNGBLOOD RESIDENCE
8320 W. WASHBURN RD.
SCALE: 1"=10'

HERITAGE

BUILDING SYSTEMS

2612 GRIBBLE STREET
NORTH LITTLE ROCK, AR 72114

ENGINEERED FOR THE LONG RUN

BUILDING SPECIFICATIONS

THE STRUCTURE UNDER THIS CONTRACT HAS BEEN DESIGNED AND DETAILED FOR THE LOADS AND CONDITIONS STIPULATED IN THE CONTRACT AND SHOWN ON THESE DRAWINGS. ANY ALTERATIONS TO THE STRUCTURAL SYSTEM OR REMOVAL OF ANY COMPONENT PARTS, OR THE ADDITION OF OTHER CONSTRUCTION MATERIALS OR LOADS MUST BE DONE UNDER THE ADVICE OF A REGISTERED ARCHITECT, CIVIL OR STRUCTURAL ENGINEER. HERITAGE BUILDING SYSTEMS WILL ASSUME NO RESPONSIBILITY FOR ANY LOADS NOT INDICATED.

THIS HERITAGE METAL BUILDING IS DESIGNED USING STANDARD DESIGN PRACTICES BASED ON PERTINENT PROCEDURES AND RECOMMENDATIONS OF THE FOLLOWING ORGANIZATIONS AND CODES:

AMERICAN INSTITUTE OF STEEL CONSTRUCTION: "SPECIFICATION FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS", 8TH EDITION

AMERICAN IRON AND STEEL INSTITUTE: "SPECIFICATION FOR THE DESIGN OF COLD FORMED STRUCTURAL MEMBERS", 1980.

AMERICAN WELDING SOCIETY: "STRUCTURAL WELDING CODE"
AWS D11-88, SECT. 5, PART B.

MATERIAL PROPERTIES OF STEEL PLATE AND SHEET STEEL USED IN THE FABRICATION OF PRIMARY RIGID FRAMES AND ALL PRIMARY STRUCTURAL FRAMING MEMBERS (OTHER THAN COLD FORMED SECTIONS) CONFORM TO ASTM A-36 MODIFIED WITH A MINIMUM YIELD OF 50,000 PSI, OR A-570 OR A-572 GRADE 50.

MATERIAL PROPERTIES OF COLD FORMED LIGHT GAGE STEEL MEMBERS CONFORM TO THE REQUIREMENTS OF ASTM-570, WITH A MINIMUM YIELD OF 55,000 PSI.

HIGH STRENGTH BOLTS AND THEIR INSTALLATION SHALL CONFORM TO ASTM SPECIFICATIONS A-325 AND ARE DESIGNED AS BEARING TYPE CONNECTIONS WITH THREADS INCLUDED IN THE SHEAR PLANE. TIGHTENING OF THESE BOLTS IS RECOMMENDED BY THE TURN-OF-THE-NUT METHOD, PER "AISC SPECIFICATIONS FOR STRUCTURAL JOINTS".

ALL STEEL MEMBERS EXCEPT BOLTS AND FASTENERS SHALL RECEIVE ONE SHOP COAT OF INHIBITIVE PRIMER UNLESS STATED OTHERWISE IN THE CONTRACT.

SHOP AND FIELD INSPECTIONS AND ASSOCIATED FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS STIPULATED OTHERWISE.

IBC 2003 DESIGN NOTES

SEISMIC USE GROUP 1, SITE CLASS D
SEISMIC IMPORTANCE FACTOR $I_p = 1.00$

SPECTRAL RESPONSE COEFFICIENTS

$S_{ms} = F_a (S_s) = 0.750$, $S_{ds} = 0.84185$

DESIGN BASE SHEAR $V = 1.56$

BASIC STRUCTURAL SYSTEM AND SEISMIC RESISTING SYSTEM = ORDINARY MOMENT

FRAME OF STEEL $R = 3.5$

ANALYSIS PROCEDURE IS SIMPLIFIED ANALYSIS PROCEDURE

SNOW IMPORTANCE FACTOR $I_s = 1.0$, SNOW EXPOSURE FACTOR $C_e = 1.0$

SNOW THERMAL FACTOR $C_t = 1.0$

$I_s = 1.0$ MEANS BUILDING WITH LESS THAN 250 OCCUPANTS AND NOT CRITICAL TO NATIONAL EMERGENCIES, SUCH AS HOSPITALS, FIRE STATIONS, POLICE STATIONS, ETC.

$C_t = 1.0$ MEANS THIS BUILDING IS HEATED

$C_e = 1.0$ MEANS THIS BUILDING IS PARTIALLY EXPOSED TO WIND, NOT

SHROUDING BY HIGHER STRUCTURES, TREES OR ANY OBSTRUCTIONS ON ALL SIDES

WITHIN 10 TIMES THE BUILDING HEIGHT

IF THIS BUILDING DOES NOT MEET THE ABOVE CONDITIONS, PLEASE CONTACT US

IMMEDIATELY TO ENSURE PROPER STRUCTURE DESIGN

BUILDERS RESPONSIBILITIES

THE BUILDER MUST SECURE ALL REQUIRED APPROVALS AND PERMITS FROM THE APPROPRIATE AGENCY AS REQUIRED.

APPROVAL OF HERITAGE BUILDING SYSTEMS DRAWINGS AND CALCULATIONS INDICATES THAT HERITAGE HAS CORRECTLY INTERPRETED AND APPLIED THE REQUIREMENTS OF THE CONTRACT DRAWINGS AND SPECIFICATIONS. (SECT. 4.2.1 AISC CODE OF STANDARD PRACTICE, 9TH EDITION.)

WHERE DISCREPANCIES EXIST BETWEEN THE HERITAGE STRUCTURAL STEEL PLANS AND THE PLANS FOR OTHER TRADES, THE STRUCTURAL STEEL PLANS WILL GOVERN (SECT. 3.3 AISC CODE OF STANDARD PRACTICE, 9TH EDITION.)

DESIGN CONSIDERATIONS OF ANY MATERIALS IN THE STRUCTURE WHICH ARE NOT FURNISHED BY HERITAGE ARE THE RESPONSIBILITY OF THE BUILDER AND ENGINEERS OTHER THAN HERITAGE ENGINEERING UNLESS SPECIFICALLY INDICATED.

THE BUILDER IS RESPONSIBLE FOR ALL ERECTION OF STEEL AND ASSOCIATED WORK IN COMPLIANCE WITH HERITAGE CONSTRUCTION DRAWINGS.

TEMPORARY SUPPORTS, SUCH AS TEMPORARY GUYS, BRACES, FALSEWORK OR OTHER ELEMENTS REQUIRED FOR ERECTION WILL BE DETERMINED, FURNISHED, AND INSTALLED BY THE BUILDER, (SECT. 7.9.1 AISC CODE OF STANDARD PRACTICE, 9TH EDITION.)

IT IS THE BUILDERS RESPONSIBILITY TO APPLY AND OBSERVE ALL PERTINENT SAFETY RULES AND REGULATIONS, AND PER OSHA STANDARDS AS APPLICABLE.

THE BUILDER IS RESPONSIBLE FOR THE VERIFICATION OF ALL SHIPMENTS RECEIVED, AND MUST INVENTORY BUILDING AT TIME OF DELIVERY.

GENERAL NOTES

NO CHANGES SHOULD BE MADE TO THIS BUILDING SYSTEM UNLESS APPROVED IN WRITING BY THE MANUFACTURER'S ENGINEERING DEPARTMENT.

UNAPPROVED CHANGES COULD RESULT IN AN UNSAFE BUILDING DESIGN AND COULD ENDANGER PUBLIC SAFETY.

THIS BUILDINGS ANCHOR BOLTS ARE BY OTHERS. HERITAGE BUILDING SYSTEMS DOES NOT PROVIDE ANCHOR BOLTS

ENGINEERING SEAL

THIS CERTIFICATION COVERS PARTS MANUFACTURED AND DELIVERED BY THE MANUFACTURER ONLY, AND EXCLUDES PARTS SUCH AS DOORS, WINDOWS, FOUNDATION DESIGN AND ERECTION OF THE BUILDING

THE UNDERSIGNED PROFESSIONAL ENGINEER IS NOT THE ENGINEER OF RECORD FOR THE OVERALL PROJECT

DESIGN LOADING

THIS STRUCTURE IS DESIGNED UTILIZING THE LOADS INDICATED AND APPLIED AS REQUIRED BY:

IBC 03

THE BUILDER IS TO CONFIRM THAT THESE LOADS COMPLY WITH THE REQUIREMENTS OF THE LOCAL BUILDING DEPARTMENT.

12/20	PSF FRAME / ROOF LIVE LOAD
0	PSF GROUND SNOW LOAD
0	PSF ROOF SNOW LOAD
90	WIND SPEED (MPH)
1	PSF COLLATERAL LOAD
0.750	SEISMIC COEFFICIENT
C	EXPOSURE

DRAWING INDEX

LT. of 1	COVER SHEET
AB1	ANCHOR BOLT PLAN
AB2	ANCHOR BOLT REACTIONS
RFP	ROOF FRAMING PLAN
FCS	FRAME CROSS SECTION
LEW	LEFT ENDWALL
REW	RIGHT ENDWALL
FSW	FRONT SIDEWALL
BSW	BACK SIDEWALL
DET	GENERAL DETAILS
TRM	TRIM DETAILS

- THESE DRAWINGS ARE:
- ☒ FOR CONSTRUCTION
 - ☐ NOT FOR CONSTRUCTION
 - ☐ FOR PERMITS ONLY
 - ☐ FOR APPROVAL *
 - ☐ OTHER _____

* APPROVAL ORDERS MUST BE RELEASED FOR FABRICATION WITHIN 30 CALENDAR DAYS AFTER SUBMITTAL DRAWINGS ARE ISSUED OR THE ORDER WILL BE SUBJECT TO ANY CURRENT PRICE INCREASE.

FOR QUESTIONS OR ASSISTANCE CONCERNING ERECTION OF HERITAGE BUILDINGS, CALL:

1-800-643-5555

MONDAY - FRIDAY 7:00AM TO 5:00PM
CENTRAL STANDARD TIME

PROPERTY OF HERITAGE BUILDING SYSTEMS®
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CONFIDENTIAL: THIS DOCUMENT AND THE INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF HERITAGE BUILDING SYSTEMS. UNAUTHORIZED COPYING, DISCLOSURE OR OTHER UNAUTHORIZED USES ARE PROHIBITED.

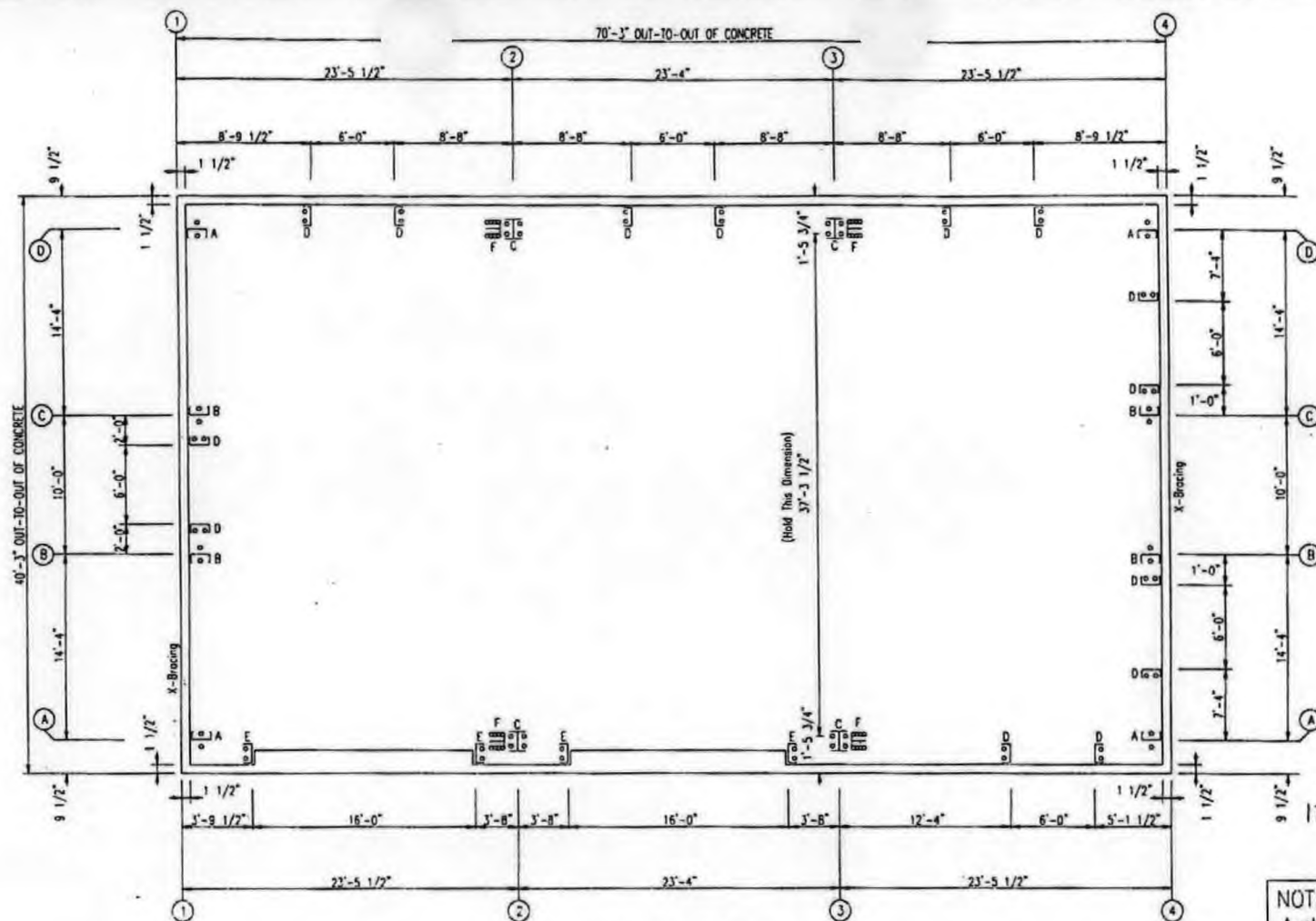


DRAWN	DATE
TRG	7/5/06
CHECKED	DATE
JC	7/7/06
APPROVED	DATE
SCALE	1" = 1'

HERITAGE BUILDING SYSTEMS	2612 GRIBBLE STREET NORTH LITTLE ROCK, AR 72114 801-643-5555	JOB NO. NVX30593
CUSTOMER:	RICHARD YOUNGBLOOD LAS VEGAS, NV 89149	
BUILDING:	40'-0" x 70'-0" x 14'-0" 1:0:12	REV NO. SHEET NO. 11 of 1

VAR-16113
SUP-16112
10/05/06 PC

RECEIVED
AUG 18 2006



NOTE: ALL WALKDOORS ARE FIELD
LOCATED, UNLESS NOTED.

NOTE:
Anchor Bolts By Others!
HERITAGE BUILDING SYSTEMS
Does Not Provide Anchor Bolts.



EX 9
12/31/04

HERITAGE BUILDING SYSTEMS 2612 GRUBBLE STREET NORTH LITTLE ROCK, ARK 72114 1-800-643-5555		DESCRIPTION: ANCHOR BOLT PLAN	
		CUSTOMER: RICHARD YOUNGBLOOD	
		LOCATION: LAS VEGAS, NV 89149	
		HERITAGE JOB # 11VX30593	
DRAWN BY: TRG	DATE: 7/5/06	LOADS: SEC COVER	SCALE: N.T.S.
CHECK BY: JC	TIME: 6.57am	DRAWING # 481	REV: 0

**VAR-16113
SUP-16112
10/05/06 PC**

RECEIVED
AUG 18 2006



RIGID FRAME: MAXIMUM REACTIONS, ANCHOR BOLTS, & BASE PLATES											
Frame Line	Col Line	Column Reactions (k)						Base Plate (in)	Crest (in)		
		Load	Max	Min	Load	Max	Min				
2 + D	3	2.1	4.8	-2.2	-4.8	4	0.750	6.000	10.500	0.500	0.0
2 + A	5	2.0	-11.7	2	-2.7	6.0	4	0.750	6.000	10.500	0.500
2 + Frame lines	2 J										

RIGID FRAME:

Frame	Column	Dead		Catelateral		Live		Wind		Wind	
Line	Line	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min
2 + D	3	0.35	1.18	0.13	0.42	1.16	4.54	-2.44	-5.27	0.95	-2.81
2 + A	5	-0.35	1.99	-0.13	0.80	-1.16	12.25	-1.67	-10.44	2.20	12.88

2 + Frame lines: 2 3

BASIC COLUMN REACTIONS (k)

		Dead		Catelateral		Live		Wind		Wind	
Frame	Column	Line	Line	Max	Min	Max	Min	Max	Min	Max	Min
2 + D	3	0.35	1.18	0.13	0.42	1.16	4.54	-2.44	-5.27	0.95	-2.81
2 + A	5	-0.35	1.99	-0.13	0.80	-1.16	12.25	-1.67	-10.44	2.20	12.88

WIND COLUMN REACTIONS

Line	Wind	Col Line	R/L	Load (k)	Reactions (k)		Moment (ft-k)	No	Base Dia	Width	Base Plate (in)	Thick
					Max	Min						
F_SW	A	2	L	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
F_SW	A	3	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	3	L	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
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B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
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B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
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B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
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B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
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B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
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B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
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B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
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B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.73	13.87	8.67	8	0.750	6.00	15.50	0.50
B_SW	D	2	R	Wind	0.91	17.29	10.80	8				

ENDWALL COLUMN REACTIONS(k)

MAXIMUM VERTICAL, D1=H1L	= 7.5
MAXIMUM VERTICAL, D1=H1R	= 6.6
MAXIMUM HORIZONTAL, D1=H1L	= 1.2

BRACING REACTIONS, PANEL SHEAR

Loc	Line	Col Line	R/L	Reactions (k)		Panel Shear (lb/ft)
				Wind	Seismic	
F_1N	1	B A	0.5	0.5	1.1	0.5
F_1S	1	Wind Column in Wall	0.5	1.1	1.1	1.5
F_2N	4	B C	0.5	1.1	1.1	1.5
F_2S	4	Wind Column in Wall	0.5	1.1	1.1	1.5

ANCHOR BOLT SUMMARY

Dia	Loc	Dia (in)	Proj (in)
3/8	DJ	3/8	2.50
3/8	EW	3/8	2.50
3/8	RF	3/8	2.50
3/8	WF	3/8	2.50

NOTES FOR REACTIONS

Calculations are based on the following building data:

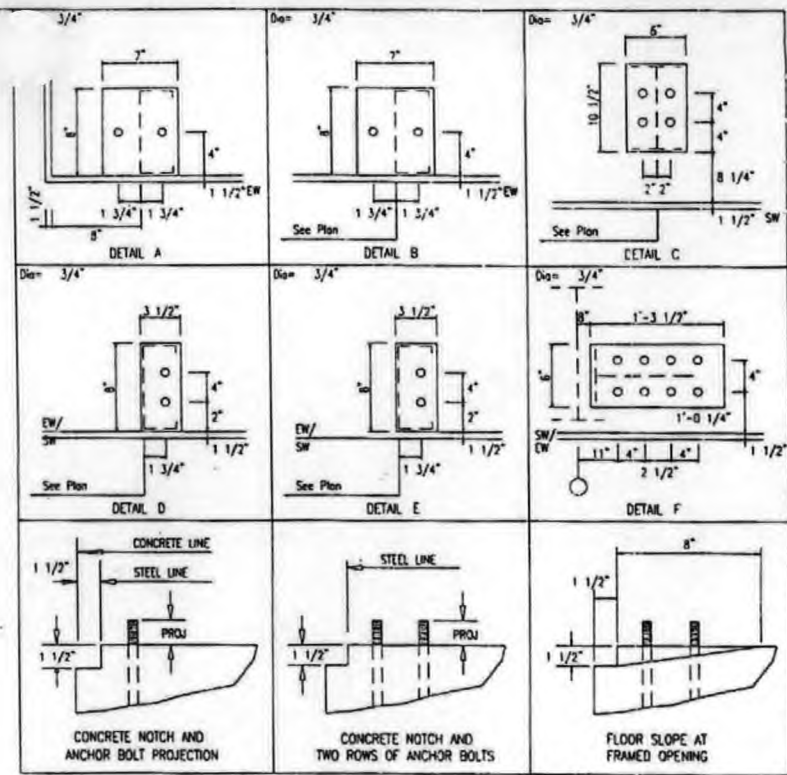
- Width (ft) = 40
- Length (ft) = 70
- Roof Slope (rise/run) = 1/12
- Dead Load (psf) = 2
- Live Load (psf) = 1
- Roof Live Load (psf) = 20
- Frame Live Load (psf) = 12
- Roof Snow Load (psf) = 0
- Ground Snow Load (psf) = 0
- Wind Speed (mph) = 90
- Wind Code = ASCE 03
- Exposure = Classed
- Importance = Wind
- Importance = Seismic
- Seismic Zone = 0
- Seismic coeff (Cs) = 0.750

ID Description

- DL+CL+LL
- DL+CL+LL+0.75WL
- DL+CL+LL+0.75WL+0.75SR
- 0.60DL+LL
- 0.60DL+LL
- 0.60DL+LL+0.75WL
- 0.60DL+LL+0.75WL+0.75SR
- 0.60DL+LL+0.75WL+0.75SR
- 0.60DL+LL+0.75WL+0.75SR
- 0.60DL+LL+0.75WL+0.75SR
- 1.10DL+1.10CL+1.10LL+1.10SR

GENERAL NOTES

- THE BOLT DETAILS SHOWN ON THIS DRAWING LOCATE THE ANCHOR BOLTS IN REFERENCE TO BOTH THE BUILDING STEEL LINE AND THE OUTSIDE OF HERITAGE BUILDING SYSTEMS. SUGGESTED PANEL RECESS OF 1-1/2".
- HERITAGE BUILDING SYSTEMS IS RESPONSIBLE FOR THE DESIGN OF THE ANCHOR BOLT TO PERMIT THE TRANSFER OF FORCES BETWEEN THE BASE PLATE AND THE ANCHOR BOLT IN SHEAR, BEARING AND TENSION, BUT IS NOT RESPONSIBLE FOR THE TRANSFER OF ANCHOR BOLTS IN RELATION TO THE CONCRETE, UNLESS OTHERWISE PROVIDED IN THE ORDER DOCUMENTS. HERITAGE BUILDING SYSTEMS DOES NOT DESIGN AND IS NOT RESPONSIBLE FOR THE DESIGN, MATERIAL AND CONSTRUCTION OF THE FOUNDATION EMBLEMENTS. THE END USER CUSTOMER SHOULD ASSURE HIMSELF THAT ADEQUATE PROVISIONS ARE MADE IN THE FOUNDATION DESIGN FOR LOADS IMPOSED BY COLUMN REACTIONS OF THE BUILDING, OTHER IMPOSED LOADS, AND BEARING CAPACITY OF THE SOIL AND OTHER CONDITIONS OF THE BUILDING SITE. IT IS RECOMMENDED THAT THE ANCHORAGE AND FOUNDATION OF THE BUILDING BE DESIGNED BY A REGISTERED PROFESSIONAL ENGINEER EXPERIENCED IN THE DESIGN OF SUCH STRUCTURES, (SECTION 410 MINA 1986 LOW RISE BUILDING SYSTEMS MANUAL).
- BOTTOM OF ALL BASE PLATES ARE AT THE SAME ELEVATION (UNLESS NOTED).



NOTE:
Anchor Bolts By Others!
HERITAGE BUILDING SYSTEMS
Does Not Provide Anchor Bolts.

HERITAGE BUILDING SYSTEMS 2612 GARDNER STREET NORTH LITTLE ROCK, AR 72114 1-800-543-5555	DESCRIPTION: ANCHOR BOLT REACTIONS			
	CUSTOMER: RICHARD YOUNGBLOOD			
	LOCATION: LAS VEGAS, NV 89149			
	HERITAGE JOB # NVX30593			
DRAWN BY TRG	DATE 7/5/06	LOADS SEE COVER	SCALE N.T.S.	
CHECK BY JC	DATE 6.5.06	DRAWING # AB2	REV # 0	

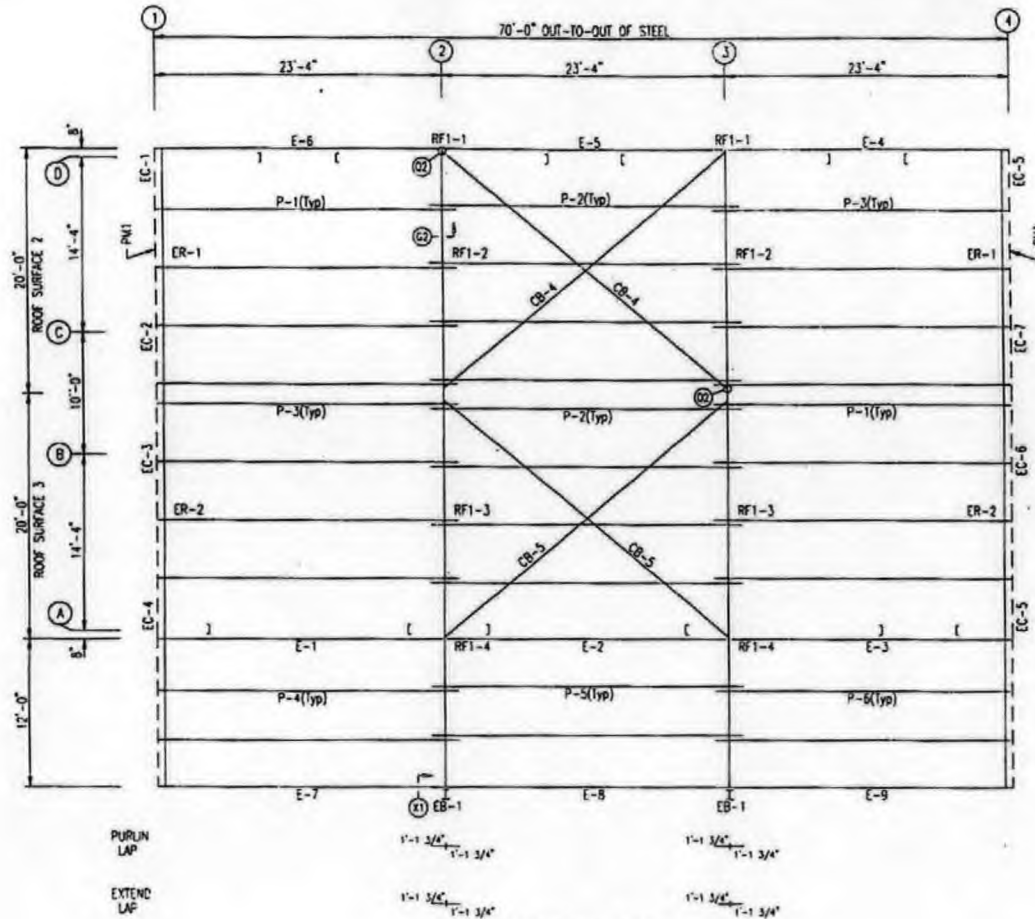
**VAR-16113
SUP-16112
10/05/06 PC**

AUG 18 2006

EXTENSION/CANOPY BOLTS				
MARK	QUAN	TYPE	DIA	LENGTH
EB-1	4	A325	3/4"	2'

MEMBER TABLE ROOF PLAN

MAR#	PART	LENGTH	DIA
EB-1	BEAM	12'-1 3/4"	
P-1	10X25Z14	24'-5 1/2"	
P-2	10X25Z14	24'-5 1/2"	
P-3	10X25Z14	24'-5 1/2"	
P-4	10X25Z14	24'-5 1/2"	
P-5	10X25Z14	24'-5 1/2"	
P-6	10X25Z14	24'-5 1/2"	
E-1	10ESIL14	23'-3 1/2"	
E-2	10ESIL14	23'-3 1/2"	
E-3	10ESIL14	23'-3 1/2"	
E-4	10ESIL14	23'-3 1/2"	
E-5	10ESIL14	23'-3 1/2"	
E-6	10ESIL14	23'-3 1/2"	
E-7	10ESIL14	23'-3 1/2"	
E-8	10ESIL14	23'-3 1/2"	
E-9	10ESIL14	23'-3 1/2"	
CB-4	HV-3730	30'-1"	1/4"
CB-5	HV-3730	30'-6"	1/4"



ROOF FRAMING PLAN

FRONT SW
SOFFIT

ROOF
SHEETING

PANELS: 26 Gs. PR
Light Stone



Exp
12/31/06

- GENERAL NOTES:
1. INSTALL ALL PURLIN AND FLANGE BRACES (FB) AS SHOWN.
 2. ROOF PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
 3. DO NOT ADD ANY ADDITIONAL ROOF OPENINGS WITHOUT BUILDING MANUFACTURER APPROVAL OR PROFESSIONAL ENGINEER APPROVAL.
 4. DO NOT STACK SHEET BUNDLES ON ROOF. ONLY RAISE INDIVIDUAL SHEETS AS NEEDED.
 5. AFTER INSTALLATION, WIPE ALL PANELS CLEAN OF METAL SHAVINGS CAUSED BY DRILLING.

HERITAGE
BUILDING
SYSTEMS
2612 GROBLE STREET
NORTH LITTLE ROCK, AR 72116
1-800-843-5555

DESCRIPTION: ROOF FRAMING PLAN			
CUSTOMER: RICHARD YOUNGLOSD			
LOCATION: LAS VEGAS, NV 89149			
HERITAGE JOB # HV30593			
Drawn BY: TRS	DATE: 7/5/06	LODGE: SEE COVER	SCALE: N.T.S.
CHECK BY: JC	TIME: 5:57pm	DRAWING: RFP	REV: 0

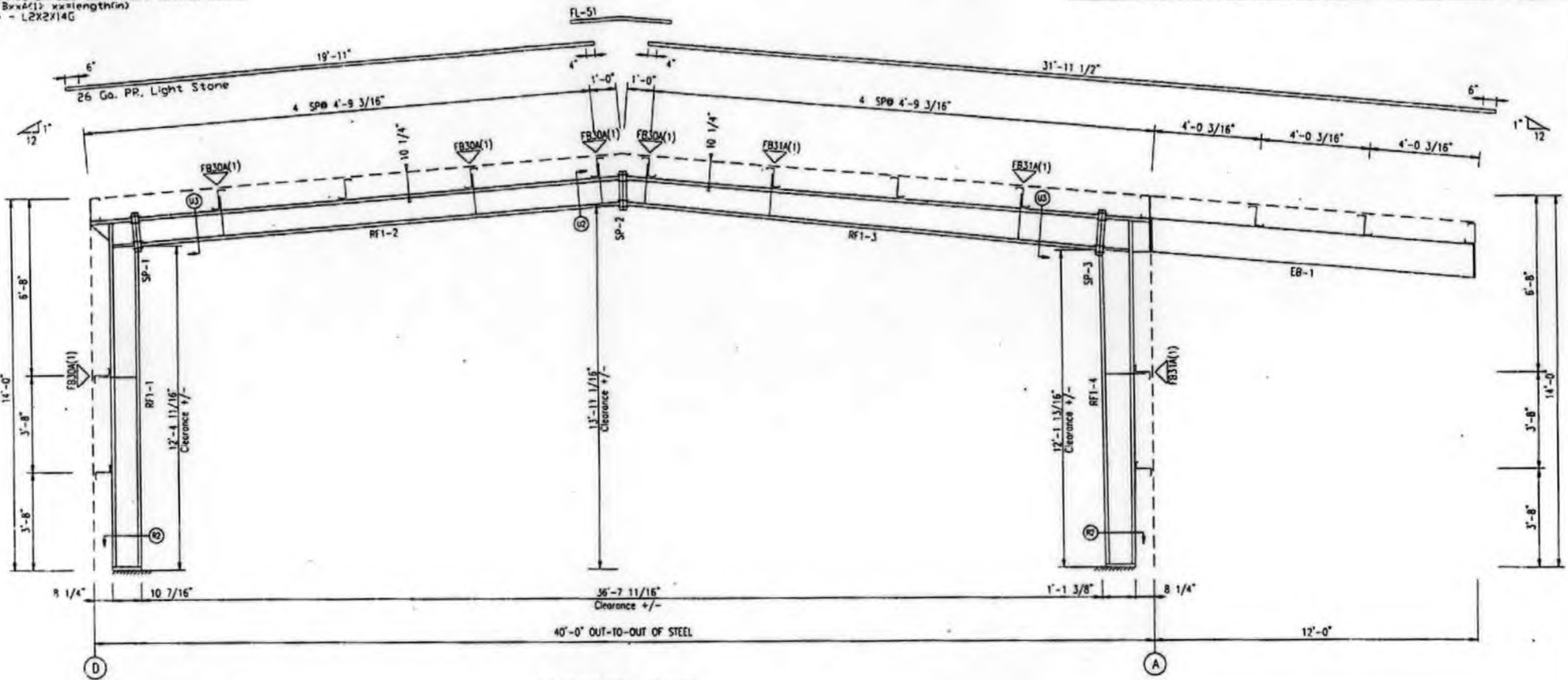
VAR-16113
SUP-16112
10/05/06 PC

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SPICE BOLTS					
Splice Mark	Quan	Top/Bol/Int Type	Do	Len	Notes
SP-1	4	4	0	A325	3/4" x 3/4"
SP-2	4	4	0	A325	3/4" x 3/4"
SP-3	4	4	0	A325	3/4" x 3/4"

FLANGE BRACES: Both Sides (Unless Noted)
 FBxxA(1) x x length(in)
 A = L2X2X14G

PIECE	WEL DEPTH	WEB PLATE		OUTSIDE FLANGE		INSIDE FLANGE	
		START/END	THICK	LENGTH	W x I x LEN	W x I x LEN	W x I x LEN
RF1-1	10.0/10.0	0.134	144.6		5x3/16x157.5		5x3/16x144.6
RF1-2	10.0/8.9	0.188	13.7		5x3/16x17.4		
RF1-3	10.0/10.0	0.134	222.3		5x3/16x222.3		5x3/16x221.5
RF1-4	10.0/13.0	0.134	219.3		5x3/16x219.0		5x3/16x219.2
RF1-5	11.6/13.0	0.250	16.7		5x1/4x19.3		5x3/16x19.3
RF1-6	13.0/10.0	0.134	141.8		5x3/16x141.8		5x3/16x141.8



FRAME CROSS SECTION
 FOR FRAME LINE 2 3

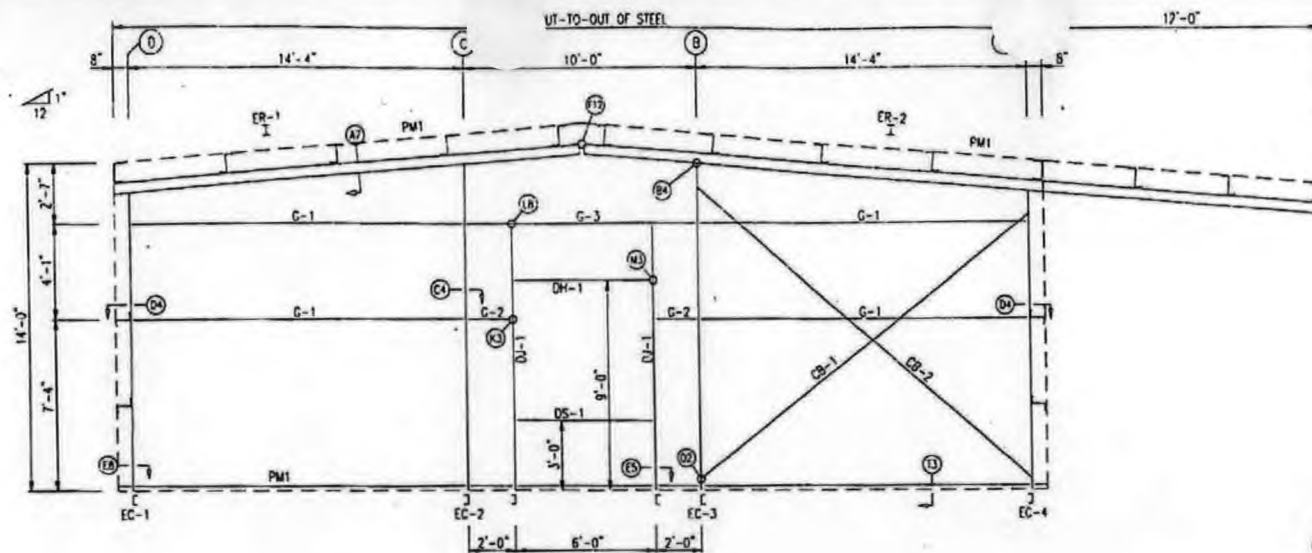
GENERAL NOTES:
 1. ALL FIELD CONNECTIONS OF PRIMARY FRAMING MEMBERS SHALL BE BOLTED WITH A325 H. S. BOLTS AND INSTALLED BY THE TURN OF THE NUT METHOD.
 2. ALL FIELD CONNECTIONS OF SECONDARY FRAMING SHALL BE BOLTED WITH A307 WASHING BOLTS.
 3. INSTALL ALL FLANGE BRACES ON COLUMN AND RAFTER AS SHOWN.



HERITAGE BUILDING SYSTEMS		DESCRIPTION: FRAME CROSS SECTION	
2612 GRIFFIN STREET NORTH LITTLE ROCK, ARK 72114 1-800-643-5555		CUSTOMER: RICHARD YOUNG/RLCOB	
		LOCATION: LAS VEGAS, NV 89149	
		HERITAGE JOB # NVX30593	
DRAWING BY: TRG	DATE: 7/3/06	LOADS: SEE COVER	SCALE: N.T.S.
CHECK BY: JC	TIME: 6.57am	DRAWING # FCS	REV # 0

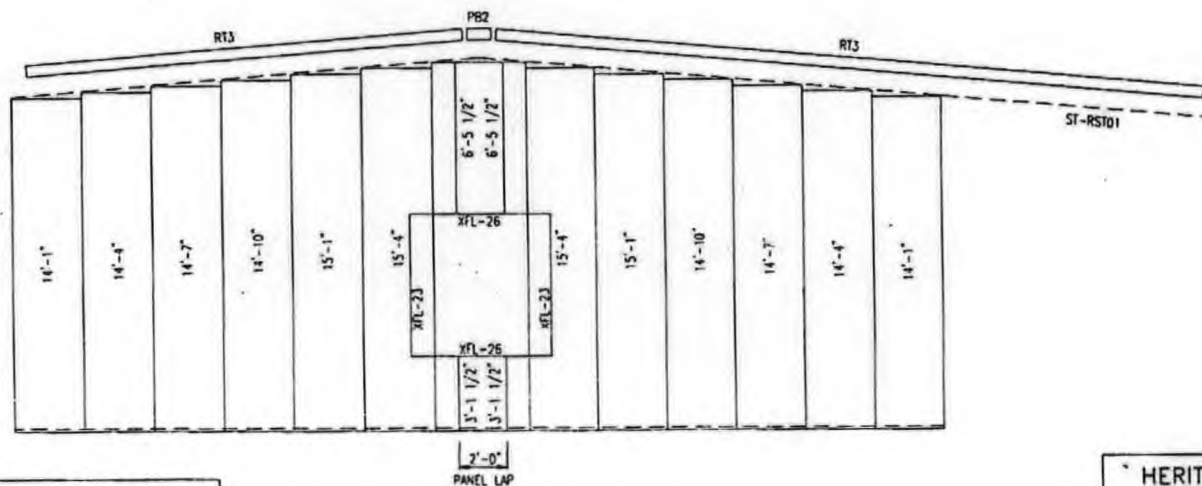
VAR-16113
 SUP-16112
 10/05/06 PC

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 AUG 18 2006



ENDWALL FRAMING: FRAME LINE 1

ERECTOR'S NOTE:
FIELD SLOT GIRTS FOR
CABLE PASSAGE.



ENDWALL SHEETING & TRIM: FRAME LINE 1

PANELS: 26 Co. PR - Desert Sand

GENERAL NOTES:

1. INSTALL ALL GIRTS AND FLANGE BRACES (FIB) AS SHOWN.
2. WALL PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
3. OTHER THAN FOR WALL DOORS AND WINDOWS SHOWN ON THE CONTRACT, DO NOT ADD ADDITIONAL WALL OPENINGS WITHOUT APPROVAL OF BUILDING MANUFACTURER OR PROFESSIONAL ENGINEER.
4. AFTER INSTALLATION, WIPE ALL PANELS CLEAN OF METAL SHAVINGS CAUSED BY DRILLING.

MARK	TYPE	QTY	UNIT	LENGTH
ER-1/ER-2	8	A325	5/8"	1 3/4"
Columns	2	A325	1/2"	1 1/4"

MARK	PART	LENGTH	DIA
EC-1	8F25C16	12'-5"	1/16"
EC-2	8F25C16	13'-7"	3/8"
EC-3	8F25C14	13'-7"	3/8"
EC-4	8F25C16	12'-5"	1/16"
ER-1	W8X21	20'-0"	9/16"
ER-2	W8X21	11'-5"	
DJ-1	8F25C16	11'-5"	
DH-1	8F25C16	6'-0"	
DS-1	8F25C16	6'-0"	
G-1	8X25Z16	13'-8"	
G-2	8X25Z16	1'-9"	
G-3	8X25Z16	9'-11"	1/2"
CB-1	HW-3730	19'-0"	
CB-2	HW-3730	19'-9"	1/4"



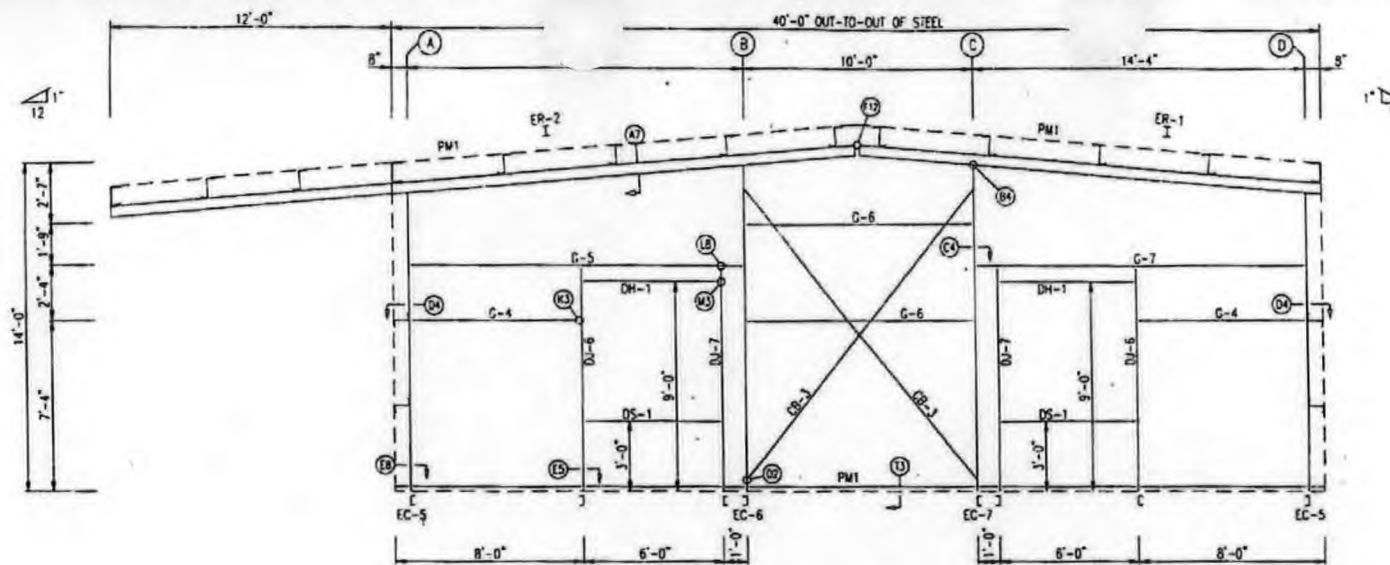
HERITAGE
BUILDING
SYSTEMS

2612 GRABLE STREET
NORTH LITTLE ROCK, ARK 72114
1-800-643-5555

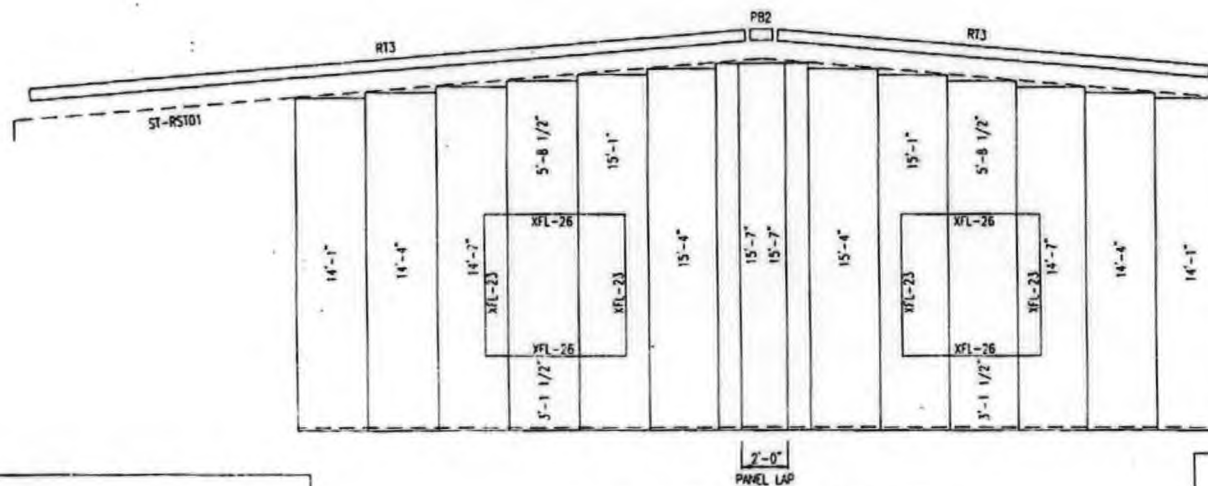
DESCRIPTION:	LEFT ENDWALL
CUSTOMER:	RICHARD YOUNGLOOD
LOCATION:	LAS VEGAS, NV 89149
HERITAGE JOB #	NHX30593
DRAWING BY:	TRG
CHECK BY:	JC
DATE:	7/5/06
TIME:	6:57am
LOADS:	SEE COVER
DRAWING #	LEW
SCALE:	N.T.S.
REV #	0

VAR-16113
SUP-16112
10/05/06 PC

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ENDWALL FRAMING: FRAME LINE 4



ENDWALL SHEETING & TRIM: FRAME LINE 4
PANELS: 26 Ga PR - Desert Sand

GENERAL NOTES:

1. INSTALL ALL Girts AND FLANGE BRACES (FB) AS SHOWN.
2. WALL PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
3. OTHER THAN FOR WALL DOORS AND WINDOWS SHOWN ON THE CONTRACT, DO NOT ADD ADDITIONAL WALL OPENINGS WITHOUT APPROVAL OF BUILDING MANUFACTURER OR PROFESSIONAL ENGINEER.
4. AFTER INSTALLATION, WIPE ALL PANELS CLEAN OF METAL SHAVINGS CAUSED BY DRILLING.

BOIT TABLE				
FRAME LINE 4				
LOCATION	QUAN	TYPE	DA	LENGTH
UP-1/ER-2	8	ATCS	5/8"	1 3/4"
Columns	2	ATCS	1/2"	1 1/4"

MEMBER TABLE				
FRAME LINE 4				
MARK	PART	LENGTH	DIA	
EC-5	8F25C16	12'-5"	1 1/16"	
EC-6	8F25C14	13'-7"	3/8"	
EC-7	8F25C14	13'-7"	3/8"	
ER-1	W8X21	20'-0"	9 1/16"	
ER-2	W8X21	32'-2"		
DJ-6	8F25C16	9'-8"		
DJ-7	8F25C16	9'-8"		
DH-1	8F25C16	6'-0"		
DS-1	8F25C16	6'-0"		
G-4	8K25Z16	6'-9 1/4"		
G-5	8K25Z16	13'-8"		
G-6	8K25Z16	9'-11 1/2"		
G-7	8K25Z16	13'-8"		
CB-3	HW-3730	16'-9"	1 1/4"	

ERECTOR'S NOTE:
FIELD SLOT GIRTS FOR
CABLE PASSAGE.



HERITAGE
BUILDING
SYSTEMS

2612 GRABLE STREET
NORTH LITTLE ROCK, AR 72114
1-800-643-5555

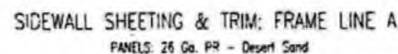
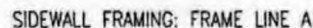
DESCRIPTION:	RIGHT ENDWALL			
CUSTOMER:	RICHARD FOUNGBLOOD			
LOCATION:	LAS VEGAS, NV 89149			
HERITAGE JOB #	NVK30593			
DRAWING BY	TRG	DATE	7/5/06	LOANS
CHECK BY	JG	DATE	6/5/06	SEE COVER
		DRAWING #	NEW	REV # 1

VAR-16113
SUP-16112
10/05/06 PC

AUG 18 2006

MEMBER TABLE		
FRAME LINE A		
MARK	PART	LENGTH
WF-1	W1264.3	11'-10"
DJ-2	8F25C16	13'-2 3/8"
DJ-3	8F25C16	13'-2 3/8"
DJ-4	8F25C16	13'-2 3/8"
DJ-5	8F25C16	13'-2 3/8"
DH-1	8F25C16	6'-0"
DS-1	8F25C16	6'-0"
E-1	10E511.4	23'-3 1/2"
E-2	10E511.4	23'-3 1/2"
E-3	10E511.4	23'-3 1/2"
G-8	8X25Z16	3'-5"
G-9	8X25Z16	4'-7"
G-10	8X25Z16	4'-7"
G-11	8X25Z16	13'-3"
G-12	8X25Z16	4'-9"

CONNECTION PLATES	
FRAME LINE A	
Q10	MARK/PART
1	SC-5



1. INSTALL ALL GRITS AND FLANGE BRACES (FIB) AS SHOWN.
2. WALL PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
3. OTHER THAN FOR WALK DOORS AND WINDOWS SHOWN ON THE CONTRACT, DO NOT ADD ADDITIONAL WALL OPENINGS WITHOUT APPROVAL OF BUILDING MANUFACTURER OR PROFESSIONAL ENGINEER.
4. AFTER INSTALLATION, WIPE ALL PANELS CLEAN OF METAL SHavings CAUSED BY DRILLING.

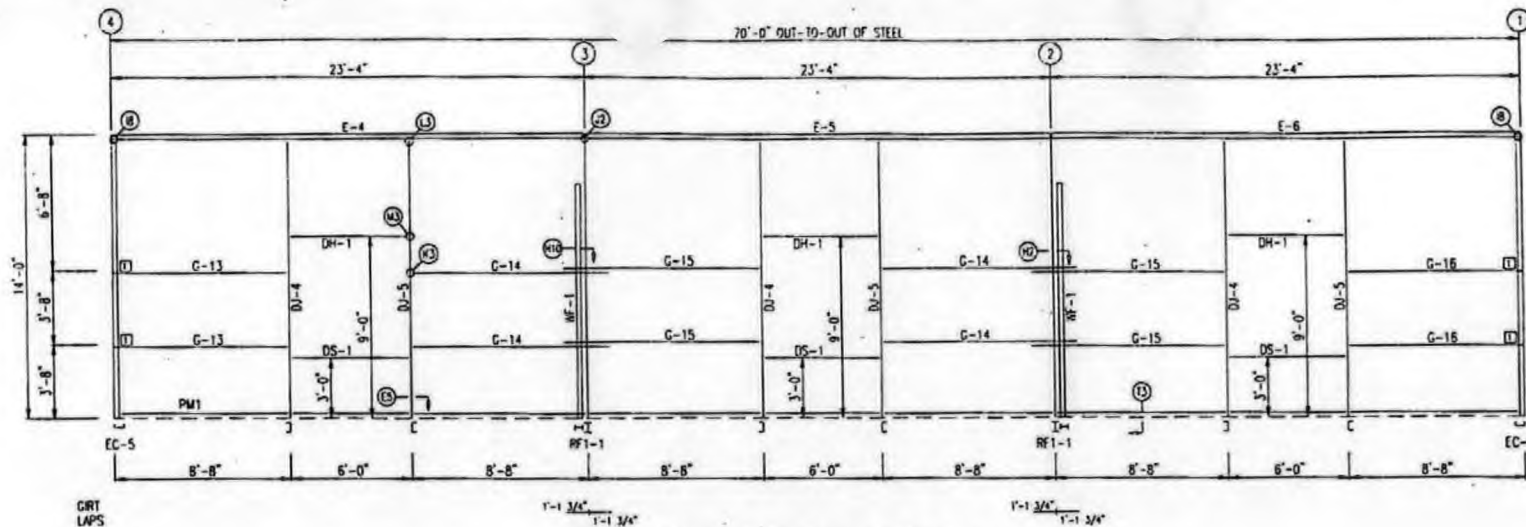
7612 GRIBBLE STREET
NORTH LITTLE ROCK, ARK 72114
1-800-643-5555

DESCRIPTION:		FRONT SIDEWALL	
CUSTOMER:		RICHARD YOUNGBLOOD	
LOCATION:		LAS VEGAS, NV 89149	
HERITAGE JOB #		NVK30593	
DRAWING BY	DATE	LOANS	SCALE
TRG	7/3/06	SEE COVER	N.T.S.
CHECK BY	TIME	DRAWING #	REV #
JG	6:57am	FSW	0

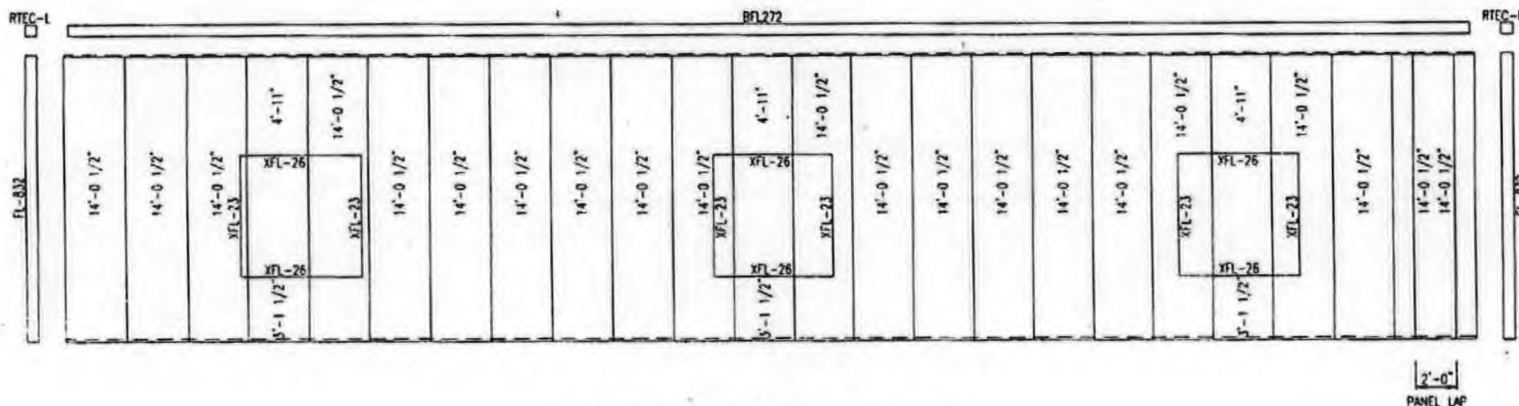


VAR-16113
SUP-16112
10/05/06 PC

AUG 18 2006



SIDEWALL FRAMING: FRAME LINE D



SIDEWALL SHEETING & TRIM: FRAME LINE D

PANELS: 26 Ga. PR - Desert Sand

GENERAL NOTES:

1. INSTALL ALL GIRTS AND FLANGE BRACES (FB) AS SHOWN.
2. WALL PANEL PROVIDES STRUCTURAL STABILITY TO THE BUILDING.
3. OTHER THAN FOR WALK DOORS AND WINDOWS SHOWN ON THE CONTRACT, DO NOT ADD ADDITIONAL WALL OPENINGS WITHOUT APPROVAL OF BUILDING MANUFACTURER OR PROFESSIONAL ENGINEER.
4. AFTER INSTALLATION, WIPE ALL PANELS CLEAN OF METAL SHAWING CAUSED BY DRILLING.

BOLT TABLE	FRAME LINE D
LOCATION	QUAN. TYPE DIA. LENGTH
WF-1 - WF-1-1	8 A325 5/8" 1 1/2"

MEMBER TABLE
FRAME LINE D

MARK	PART	LENGTH
WF-1	W12643	11'-10"
DJ-4	8F25C16	13'-2 3/8"
DJ-5	8F25C16	13'-2 3/8"
DH-1	8F25C16	6'-0"
DS-1	8F25C16	6'-0"
E-4	10ESIL14	23'-3 1/2"
E-5	10ESIL14	23'-3 1/2"
E-6	10ESIL14	23'-3 1/2"
G-13	8X25Z16	8'-5"
G-14	8X25Z16	9'-7"
G-15	8X25Z16	9'-7"
G-16	8X25Z16	8'-5"

CONNECTION PLATES	FRAME LINE D
CID	MARK/PART
1	SC-5



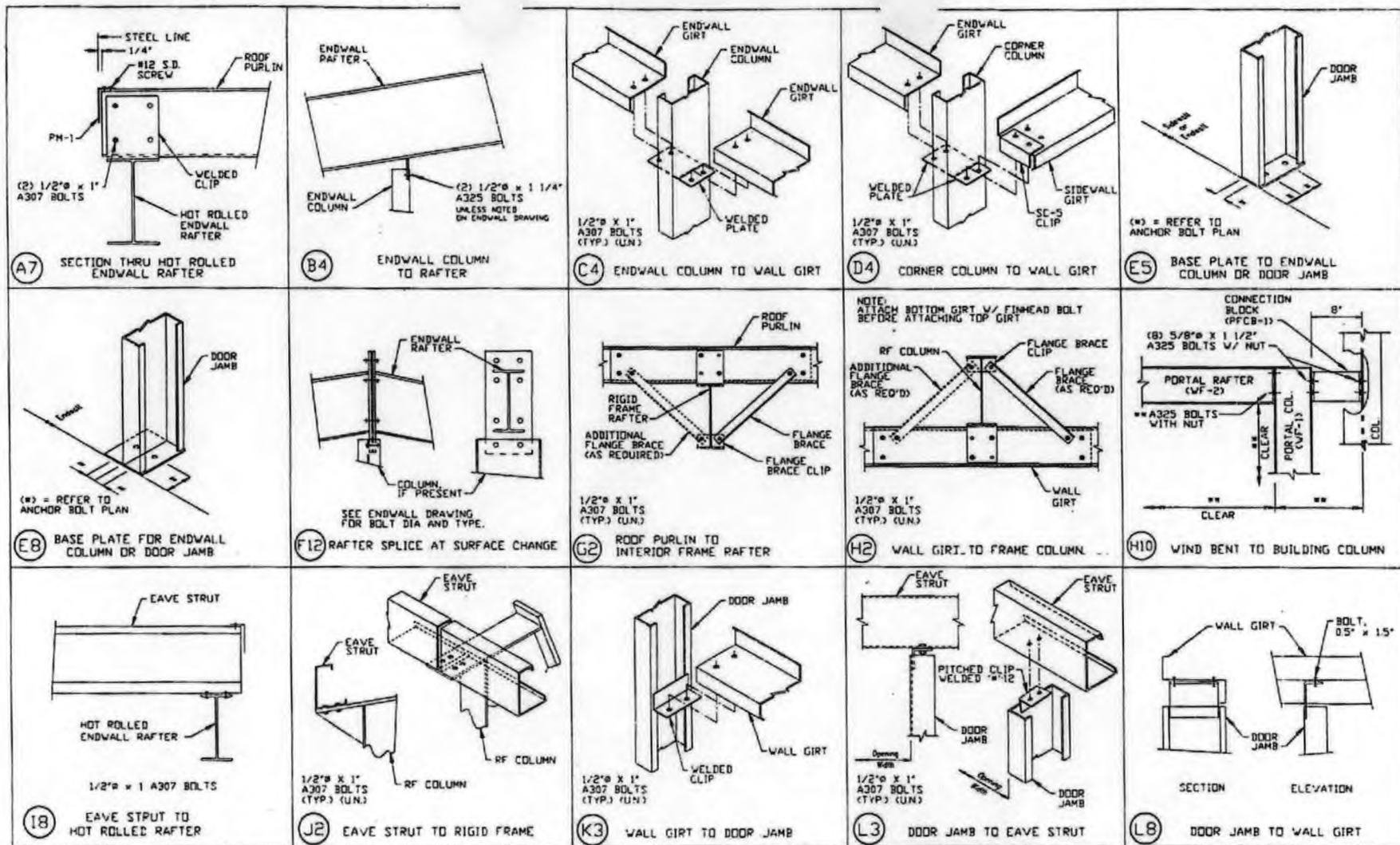
HERITAGE
BUILDING
SYSTEMS

2612 GRUBBLE STREET
NORTH LITTLE ROCK, ARK 72114
1-800-643-5555

DESCRIPTION	BACK SIDEWALL
CUSTOMER	RICHARD YOUNGBLOOD
LOCATION	LAS VEGAS, NV 89149
HERITAGE JOB #	NVXJ0593
DRAWING BY	TRC
CHECK BY	JC
DATE	7/5/06
TIME	6:57am
LOADS	SEE COVER
SCALE	N.T.S.
REV	0

VAR-16113
SUP-16112
10/05/06 PC

RECEIVED
AUG 18 2006



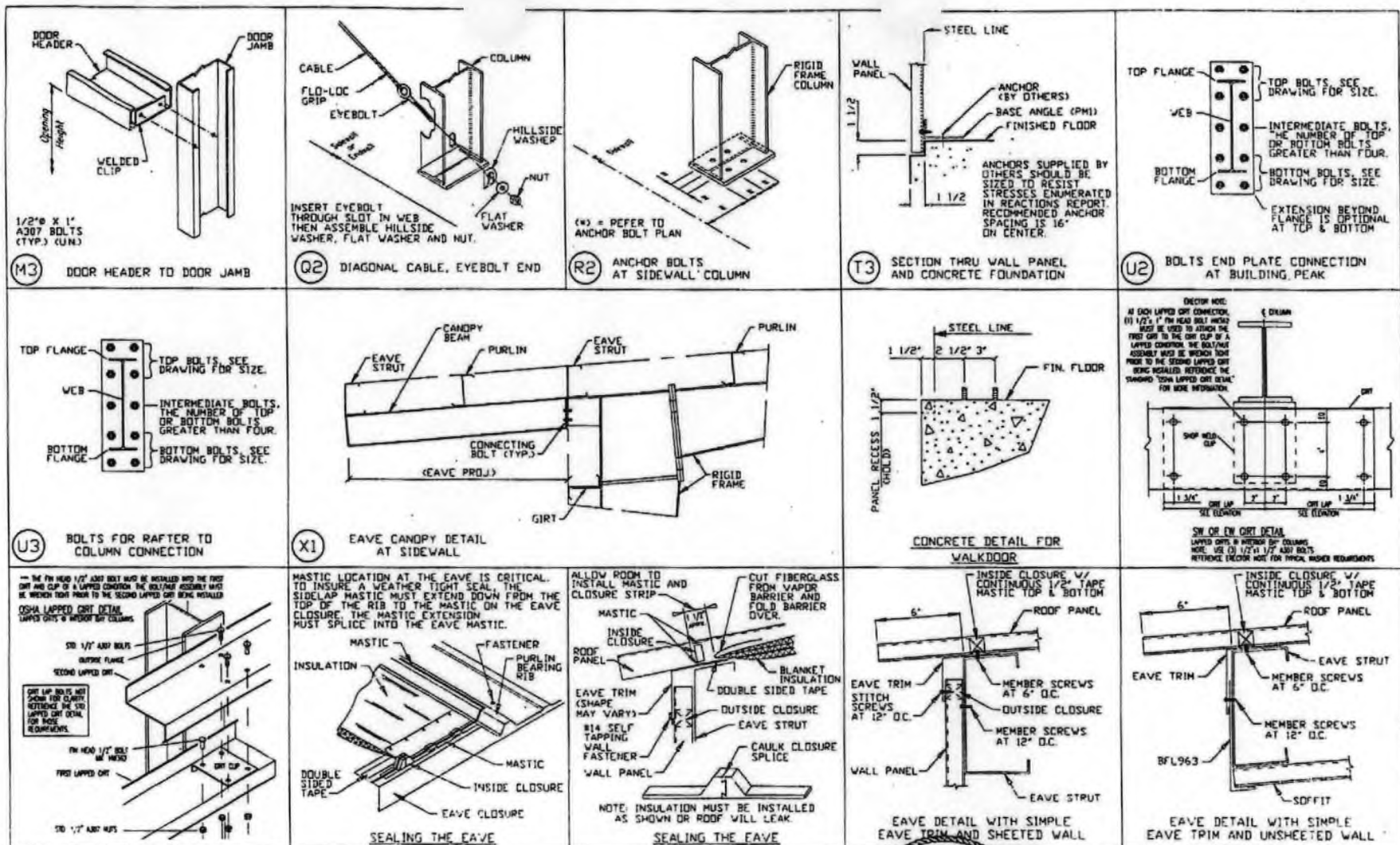
5/8
12/31/06



HERITAGE BUILDING SYSTEMS		DESCRIPTION: DETAIL DRAWINGS	
2612 GRUBBLE STREET		CUSTOMER: RICHARD YOUNGBLOOD	
NORTH LITTLE ROCK, ARK 72114		LOCATION: LAS VEGAS, NV 89149	
1-800-643-5555		HERITAGE JOB #: NVX30593	
DRAWING BY: TRG	DATE: 7/5/06	LOADS: SEE COVER	SCALE: N.T.S.
CHECK BY: JC	TIME: 6:57am	DRAWING #: DET1	REV #: 0

VAR-16113
SUP-16112
10/05/06 PC

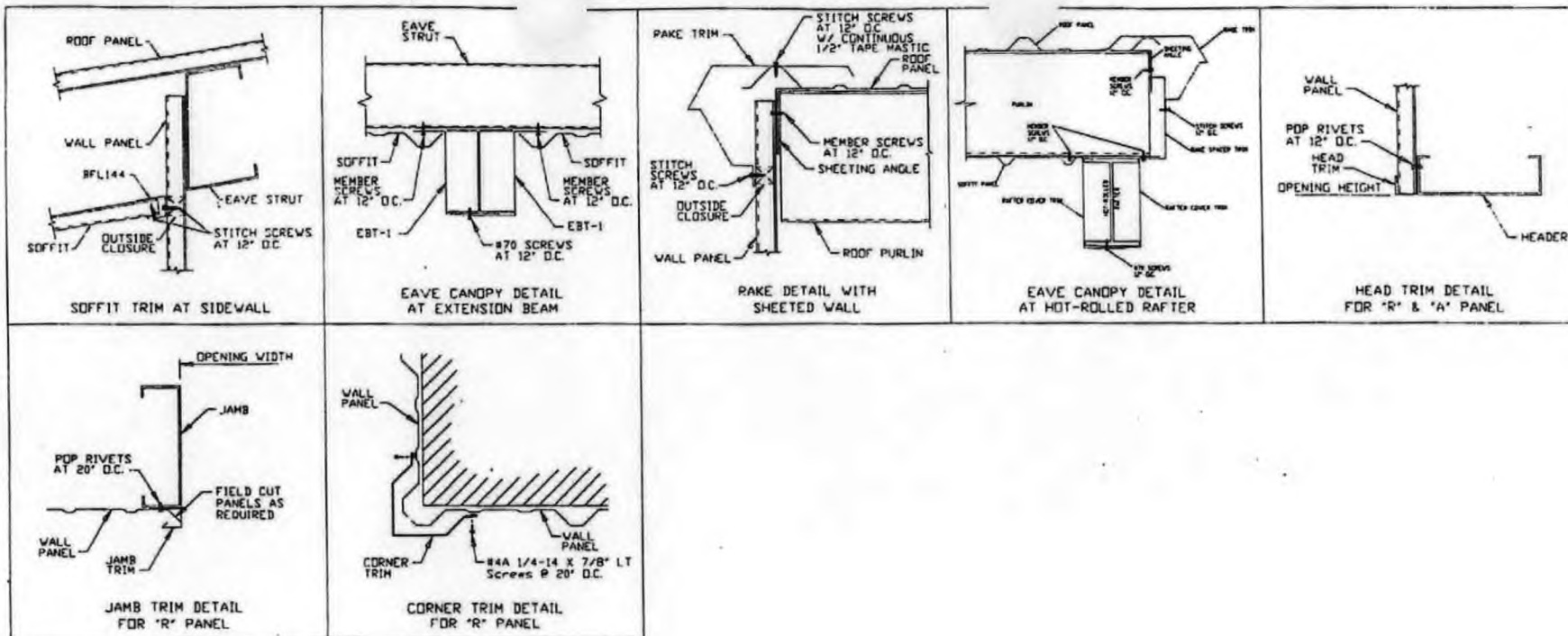
RECEIVED
AUG 18 2006



HERITAGE BUILDING SYSTEMS		DESCRIPTION: DETAIL DRAWINGS	
2612 CHARLIE STREET NORTH LITTLE ROCK, ARK 72114 1-800-843-5555		CUSTOMER: RICHARD YOUNGBLOOD	
		LOCATION: LAS VEGAS, NV 89149	
		HERITAGE JOB # NVK30593	
DRAWN BY: TRC	DATE: 7/5/06	LOANS: SEE COVER	SCALE: N.T.S.
CHECK BY: JC	TIME: 6:57pm	DRAWING # DET2	REV # 0

VAR-16113
SUP-16112
10/05/06 PC

RECEIVED
AUG 18 2006



HERITAGE BUILDING SYSTEMS 2612 GRUBBLY STREET NORTH LITTLE ROCK, ARK 72114 1-800-843-3555	DESCRIPTION: DETAIL DRAWINGS	
	CUSTOMER: RICHARD YOUNGBLOOD	
	LOCATION: LAS VEGAS, NV 89149	
	HERITAGE JOB #: NV130593	
	DRAWING BY: TRG	DATE: 7/5/06
CHECK BY: JC	TIME: 6.57am	LONGS: SEE COVER
		DRAWING #: DET3
		SCALE: N.T.S.
		REV #: 0

VAR-16113
SUP-16112
10/05/06 PC

RECEIVED
AUG 18 2006

RECEIVED
AUG 18 2006

Garages & Shops

VAR-1611
SUP-1611
10/05/06 P

RECEIVED
AUG 18 2006



"Thank you for making the purchase and erection of the building so easy. We are ve.



VAR-16113 AND SUP-16112 - APPLICANT/OWNER: RICHARD YOUNGBLOOD
8320 WEST WASHBURN ROAD
OCTOBER 5, 2006 PLANNING COMMISSION

09/01/06



VAR-16113 AND SUP-16112 - APPLICANT/OWNER: RICHARD YOUNGBLOOD
8320 WEST WASHBURN ROAD
OCTOBER 5, 2006 PLANNING COMMISSION

09/01/06

Wednesday, August 16, 2006

To Whom It May Concern:

I am requesting that you grant me a special use permit and variance to erect a 70' x 40' manufactured steel building that will be used as a garage and storage building. It will be painted the same colors as the house and pool house. It will be located at the rear of the property. It will be similar in size to an existing building on my neighbor's property that is kitty corner to the rear of my property. There is also a similar building on another neighbors property a couple of houses down from the above mentioned neighbor. My building will have a roof height that is lower than the above mentioned buildings limiting any view obstruction for my neighbors. The location of the building will be situated such that it will be next to the back yards of each of the surrounding neighbors and not directly next to anyone's home.

The purpose of the building is to eliminate the four 8'x20' steel storage containers that I currently have in that location on my property and to give me additional parking (indoors) for my vehicles. Currently my vehicles sit out on the driveway and in the street and are exposed to the sun all day. I believe that this building will not adversely affect my neighbors and will be consistent with other upgrades that have transpired in the neighborhood.

Thank you for your consideration in this matter.

Sincerely

Richard Youngblood
8320 W. Washburn Road
Las Vegas, Nevada 89149

VAR-16113
SUP-16112
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**

To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-001
8351 w. Fisher ave.
Owner: Brierley, Bill & Eileen Trust

X Bill Brierley

Date: 9/7/06

X _____

Date: _____

ITEM # 35 + 36
CASE # VAC-16113 + SUP 16112
PC MTG 10-5-06

A

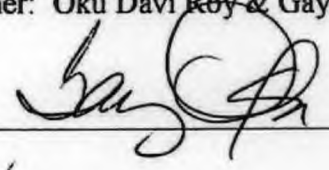
To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-005

8311 w. Fisher ave.

Owner: Oku Davi Roy & Gay Frances Living Trust

X  _____

Date: 9/11/06

X _____

Date: _____

ITEM # 35 & 36
CASE # VAR-16113 & SUP. 16112
PC MTG 10-5-06

A

To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-013
5211 n. Durango Drive
Owner: Luna, Ralph Jude & Jackie Sue

X Jackie S Luna Date: 9-11-06

X _____ Date: _____

ITEM # 35 + 36
CASE # VAR 16113 + SUP 16112
PC MTG 10.5.06

A

To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at 8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-010
8330 w. Washburn Road
Owner: Martin Family Trust
Martin, Dennis K & Betty J TRS

X *Dennis Kay Martin*

Date: 9-11-06

X _____

Date: _____

ITEM # 35 + 36
CASE # VNR-16113 + Sup-16112
PC MTG 10-5-06

A

To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-014

5210 n. Lisa Lane

Owner: Sifers, Jeffery

X Jeff Sifers

Date: 9-7-06

ITEM # 35 + 36
CASE # VNR 16113 + SUP 16112
PC MTG 10-5-06

A

To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at 8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-012

5220 n. Lisa Lane

Owner: Prekop Family Trust

Prekop, Paul A JR & Terry TRS

X PAUL A PREKOP

Date: 9-7-06

X _____

Date: _____

ITEM # 35 + 36
CASE # JNR-116113 + SUP-116112
PC MTG 10-5-06

A

To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at 8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-008

5230 n. Lisa Lane

Owner: Lukens, Michael G & Sherry C

X M. G. Lukens

Date: 7-7-06

X _____

Date: _____

ITEM # 35436

CASE # VAR 16113 & SUP-16112

PC MTG 10-5-06

A

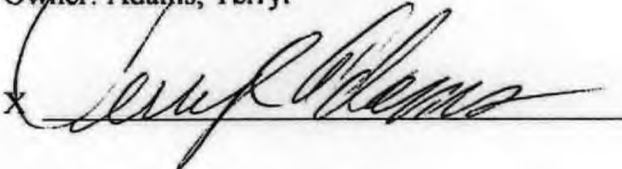
To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-002

8341 w. Fisher ave.

Owner: Adams, Terryl

X 

Date: 9-7-06

ITEM # 35 + 36
CASE # VNR-116113 + SUP-116112
PC MTG 10-5-06

A

To whom it may concern,

I approve of the garage / storage building proposed by Richard Youngblood located at
8320 w. Washburn road. County parcel # 125-33-204-011.

County parcel # 125-33-204-007

5231 n. Durango Drive

Owner: Christopher, Paul M Living Trust

X

P. M. Living Trust

Date:

9-7-06

ITEM # 35 + 36
CASE # VNR-16113 + SUP-16112
PC MTG 10-5-06

A

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT

CITY COUNCIL MEETING OF: DECEMBER 20, 2006

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:

VARIANCE

VAR-16165 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: YONG H. JUNG - Request for a Variance TO ALLOW 7 PARKING SPACES WHERE 13 PARKING SPACES ARE THE MINIMUM REQUIRED on 0.19 acres at 505 South Decatur Boulevard (APN 139-31-310-133), P-R (Professional Office and Parking) Zone, Ward 1 (Tarkanian). Staff recommends DENIAL. The Planning Commission (5-2 vote) recommends APPROVAL

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

2

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.

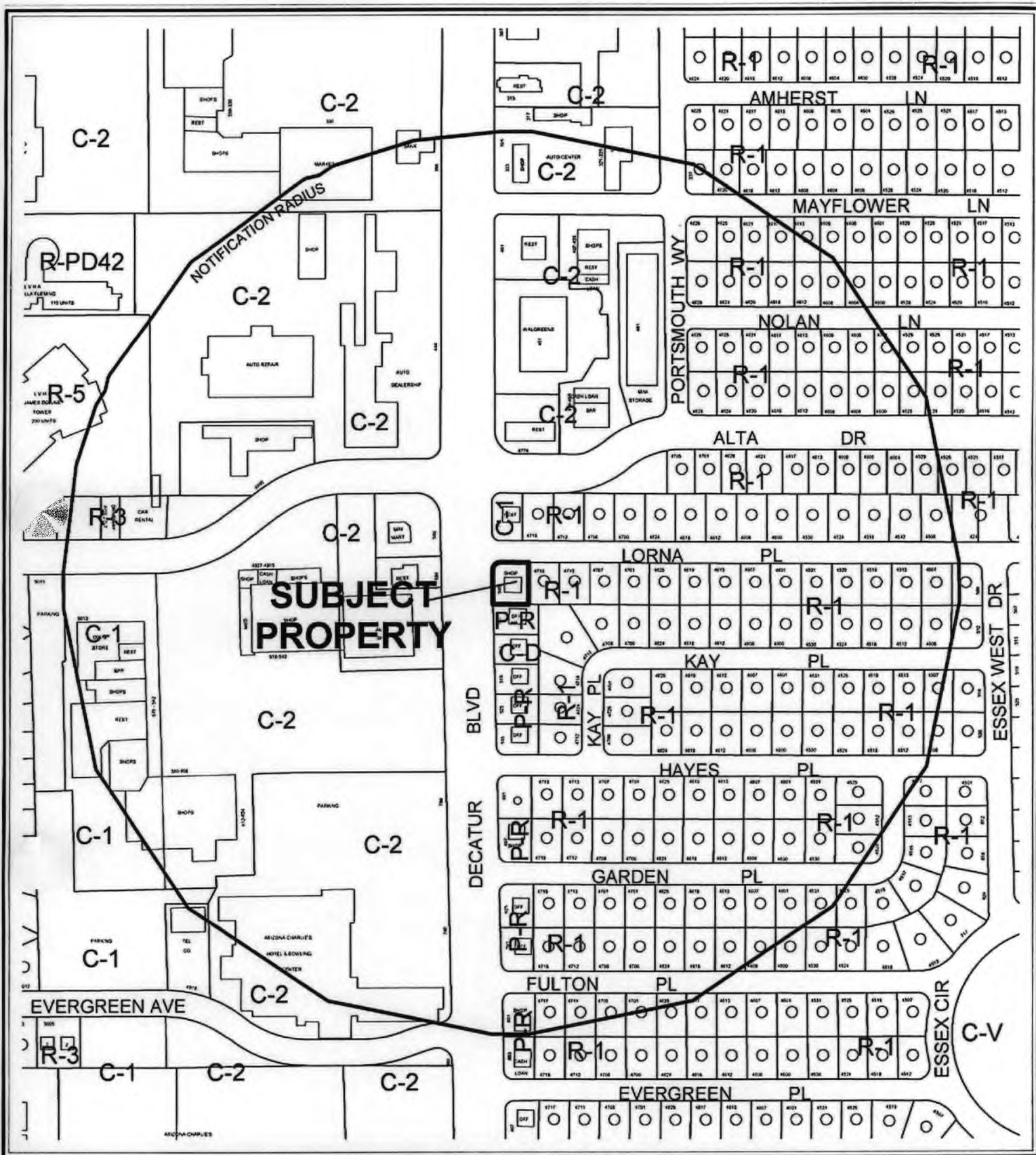
BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Protest letter with three signatures submitted by Douglas A. Schlageter
6. Submitted after final agenda - Abeyance request by Kristina Munson

Motion made by GARY REESE to Table Item 107 [GPA-16202], Item 108 [ZON-16196], Item 109 [SUP-16198], Item 110 [SUP-16200] and Item 111 [SDR-16197]; HOLD IN ABEYANCE Item 116 [ZON-15031], Item 117 [SDR-15030], Item 132 [SDR-17298], Item 152 [RQR-17098] and Item 154 [SDR-17057] to 1/3/2007; Item 122 [VAR-16165], Item 127 [SDR-15747], Item 133 [GPA-16511], Item 134 [ZON-16519], Item 135 [VAR-16525] and Item 136 [SDR-16522] to 1/17/2007; Item 137 [GPA-16578], Item 138 [ZON-16580] and Item 139 [SDR-16581] to 2/7/2007; and Item 153 [SUP-13490] to 2/21/2007

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

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



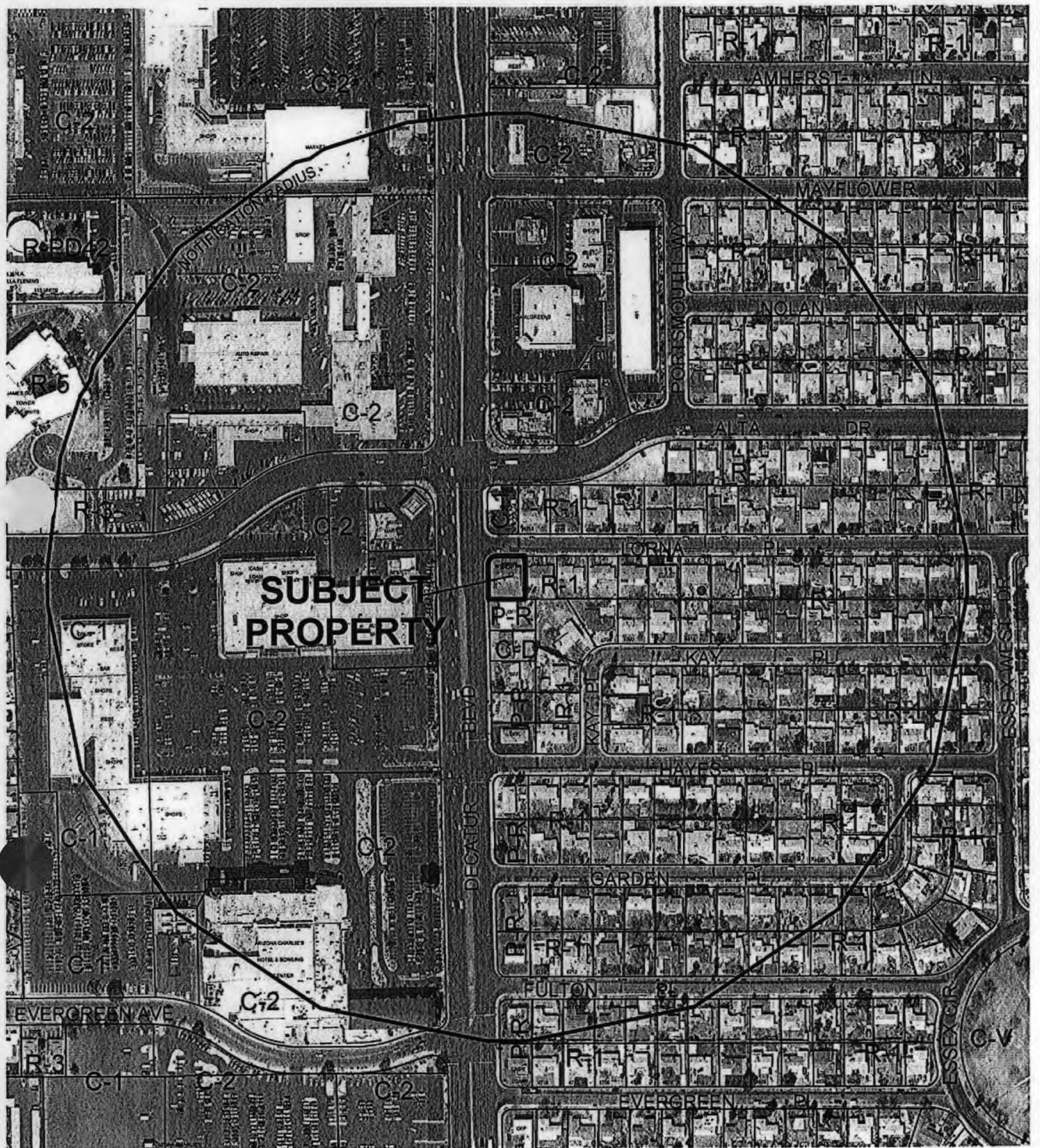
CASE: **VAR-16165**

RADIUS: 1000 FT

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

0 200 400 Feet





CASE: **VAR-16165**

RADIUS: 1000 FT

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

0 200 400 Feet



AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 20, 2006
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: VAR-16165 – APPLICANT/OWNER: YONG H. JUNG

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 (5-2/se,sd vote) recommends APPROVAL, subject to:

Planning and Development

1. 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.
2. This approval shall be reviewed in six months at a public hearing before the Planning Commission.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a variance to allow 7 parking spaces where 13 parking spaces are the minimum required on 0.19 acres at 505 South Decatur Boulevard. The applicant proposes to locate a medical office facility at this location.

The site is currently configured with ten parking spaces. However, the applicant is proposing to replace three parking spaces located in the northeast portion of the property with a single required van-accessible handicap parking space, resulting in a net loss of two spaces. An existing 8 foot by 15 foot space is located in the northwest portion of the site. This space cannot be counted because it does not meet the minimum size of 8 feet by 18 feet, and it cannot be expanded because it would overhang into the driveway and would block the 14 foot wide driveway which wraps around the west side of the structure. The elimination of this space and the requirement for a van accessible handicap space leaves seven spaces as depicted on the site plan.

On-street parking is available on Lorna Place. Per Title 19.10.010D, on-street parking cannot be toward satisfying the requirement for on-site parking.

This site was converted to an office use in 1991. No on-site landscaping was required as part of the building permit approval.

This Variance is not supported as the hardship is self imposed through the applicant's choice to locate in a facility that cannot accommodate the intensity of the proposed use.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
11/20/91	The City Council approved a rezoning (Z-90-91) of this site to P-R (Professional Offices and Parking).
10/05/06	The Planning Commission voted 5-2/se/sd to recommend APPROVAL (PC Agenda Item #49/ar).
<i>Related Building Permits/Business Licenses</i>	
12/12/91	A building permit to convert a single family dwelling to an office was approved for this location. No landscaping was required by this permit. The building permit for the single family dwelling was approved in 1955.
<i>Pre-Application Meeting</i>	
07/19/06	At the pre-application meeting, staff indicated that a van-accessible handicap space would be required in conjunction with 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	0.19

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Office	O (Office)	P-R (Professional Offices and Parking)
North	Retail	SC (Service Commercial)	C-1 (Limited Commercial)
South	Office	O (Office)	P-R (Professional Offices and Parking)
East	Single Family Dwelling	L (Low Density Residential)	R-1 (Single Family Residential)
West	Hotel/casino	GC (General Commercial)	C-2 (General Commercial)

<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		
A-O Airport Overlay District	X		Y
Trails		X	
Rural Preservation Overlay District		X	
Development Impact Notification Assessment		X	
Project of Regional Significance		X	

DEVELOPMENT STANDARDS

Per 19.08.050, the following standards apply:

<i>Standard</i>	<i>Required/Allowed</i>	<i>Provided</i>	<i>Compliance</i>
Min. Lot Size	N/A	0.19 Acres	Y
Min. Lot Width	60 Feet	63 Feet	Y
Min. Setbacks			
• Front	20 Feet	20 Feet	Y
• Side	5 Feet	8 Feet	Y
• Corner	15 Feet	20 Feet	Y
• Rear	15 Feet	34 Feet	Y
Max. Lot Coverage	50 %	29 %	Y
Max. Building Height	2 stories/35 feet	1 story/15 feet	Y

Pursuant to Title 19.10, the following parking standards apply:

Parking Requirement							
Use	Gross Floor Area	Required			Provided		Compliance
		Parking Ratio	Parking		Parking		
			Regular	Handi-capped	Regular	Handi-capped	
Medical Office	2,411 Square Feet	One space for each 200 sf of gfa up to 2,000 sf, plus one space for each additional 175 sf.	13 Spaces	1 Space	6	1	
TOTAL			13		7		
Percent Deviation			54%				

ANALYSIS

The site is currently developed with a 2,411 square foot office building which was converted from a single family dwelling in 1991. Access is provided by a single driveway to Lorna Place. A van-accessible handicap space is shown in the north portion of the site, with six additional spaces shown in the south.

The site plan that was associated with the approved zone change indicated that this property was to be used as a general office. The site plan depicted seven spaces, which complied with the parking requirement of seven spaces based on the zoning code standard of one space per 400 square feet. This variance is caused by the applicant's proposal to change the use of the property to a medical office, which is required by the zoning code to provide more parking than a general office.

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 locating in a facility that cannot accommodate the intensity of the proposed use. 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 two speakers in opposition at the Planning Commission meeting. The Planning Commission added condition #2 as shown.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

14

ASSEMBLY DISTRICT 3

SENATE DISTRICT 11

NOTICES MAILED 191 by City Clerk

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

VAR-16165

Case Number: _____ APN: 139-31-310-133

Name of Property Owner: Dr. Yong H. Jung

Name of Applicant: Dr. Yong H. Jung

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: _____

State of: NEVADA
County of: CLARK

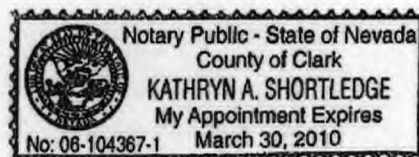
Print Name: _____

Yong H Jung

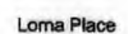
Subscribed and sworn before me

This 18 day of Aug, 2006.

Kathryn A. Shortledge
Notary Public in and for said County and State



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(1) $\frac{S_{\text{阴}}}{S_{\text{圆}}} = \frac{1}{3}$

Parking elements allowed: On-street, In-street and On-site
One space for each 250 of sq ft plus up to 2,000 sq ft, plus one space for each 175 sq ft

Parking required: $2,000 \text{ sq ft} / 250 = 8$ spaces, $41 \text{ sq ft} / 175 = 2.34(3)$, total = 10 spaces required.

Parking provided: regular spaces = 6, compact spaces = 0, handicap spaces = 1, total = 7 spaces provided.

Decatur Blvd.

505 South Duane Blvd. WVC
J/PA 1382793036
General Commercial District C-2

CONTRACTOR	
Big Signal Co. Inc. 10000 W. 10th Ave. Suite 100 Denver, CO 80202 (303) 751-1111	Michael Day President 10000 W. 10th Ave. Suite 100 Denver, CO 80202 (303) 751-1111

Project	Dr. Jung Re-Furb
Location	SEC Decatur Blvd. & Loma
Owner/Agent	Dr. Jung
Sheet Title	Site Plan

Stratus Construction

7
Tel # (702) 394-0124
Fax # (702) 394-4841

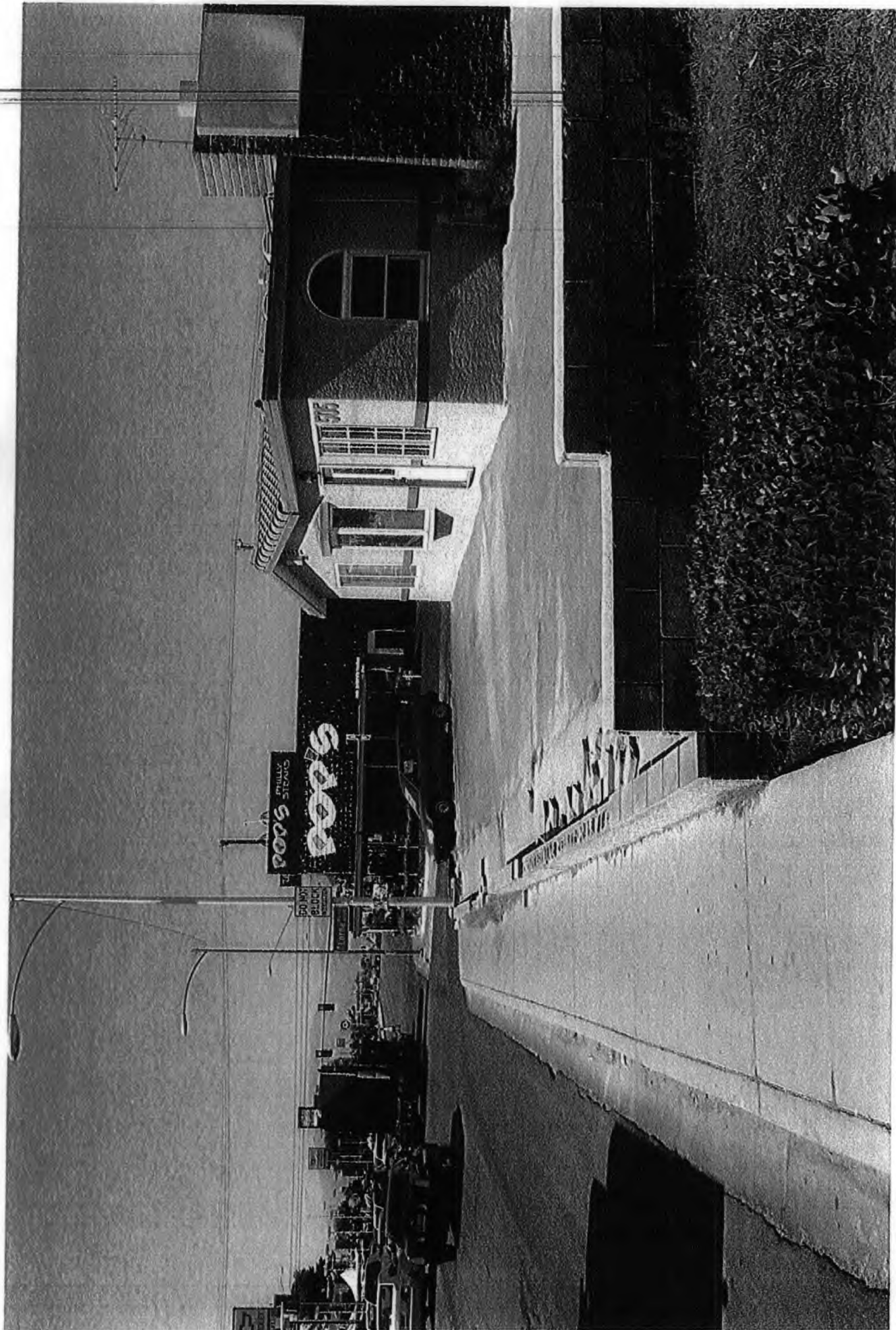
REVISION

DRAWN BY NGC
APPROVED BY MD
DATE 07/07/98
PROJECT NUMBER 295A2006
SCALE As Indicated

SHEET NUMBER
AS101

VAR-16165
10/05/06 PC

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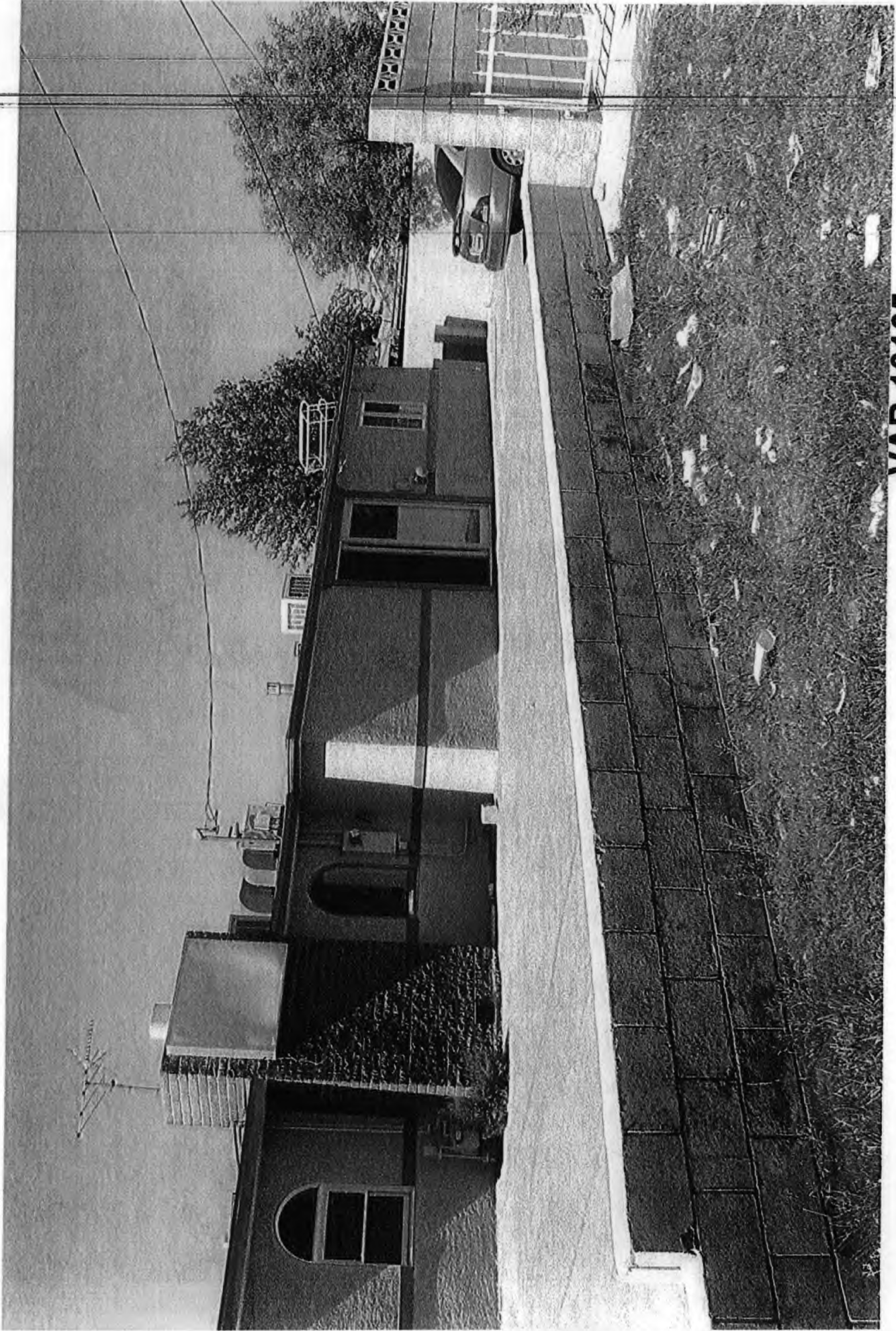


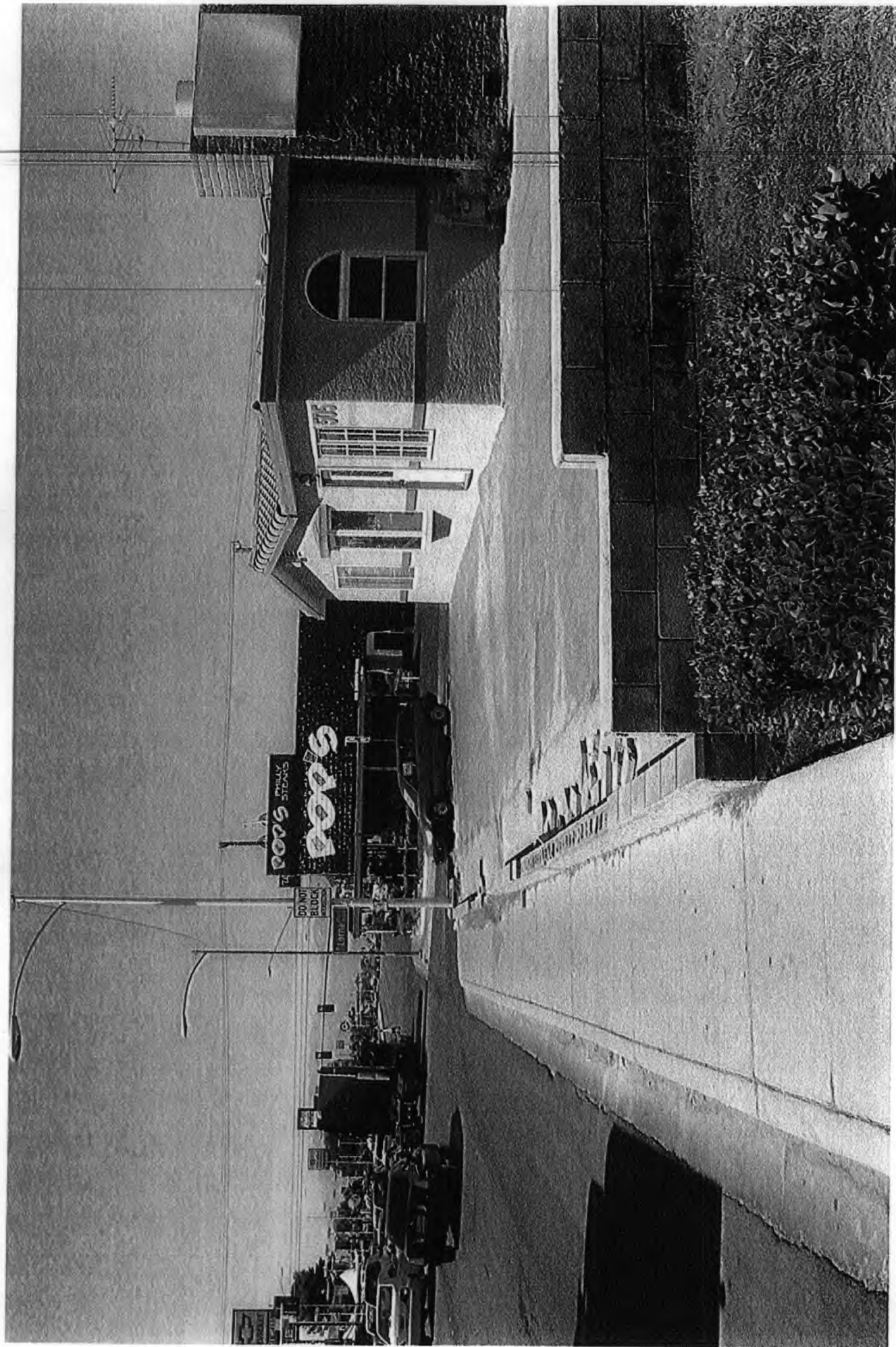
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10/05/06 PC

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VAR-16165
10/05/06 PC

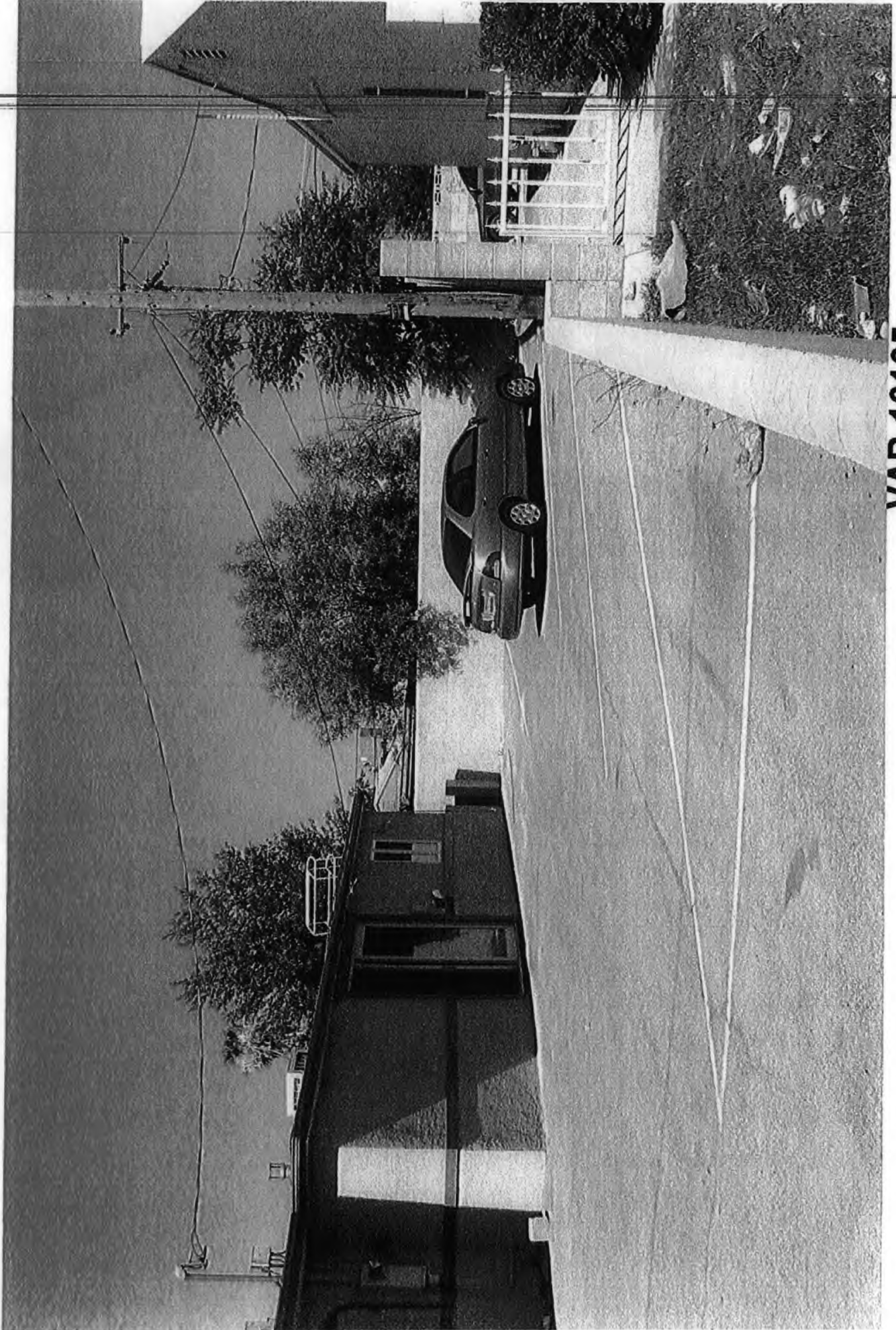
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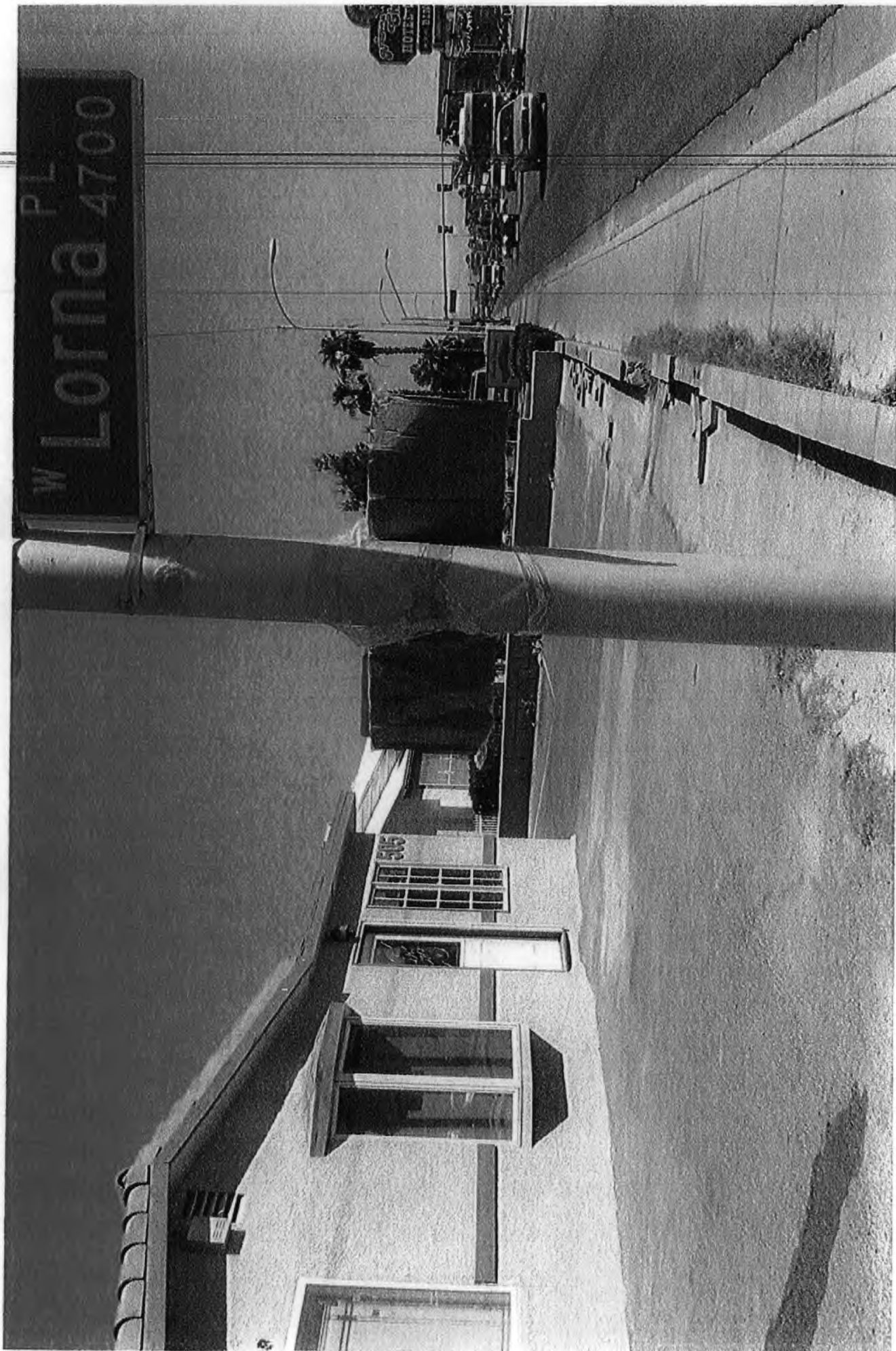


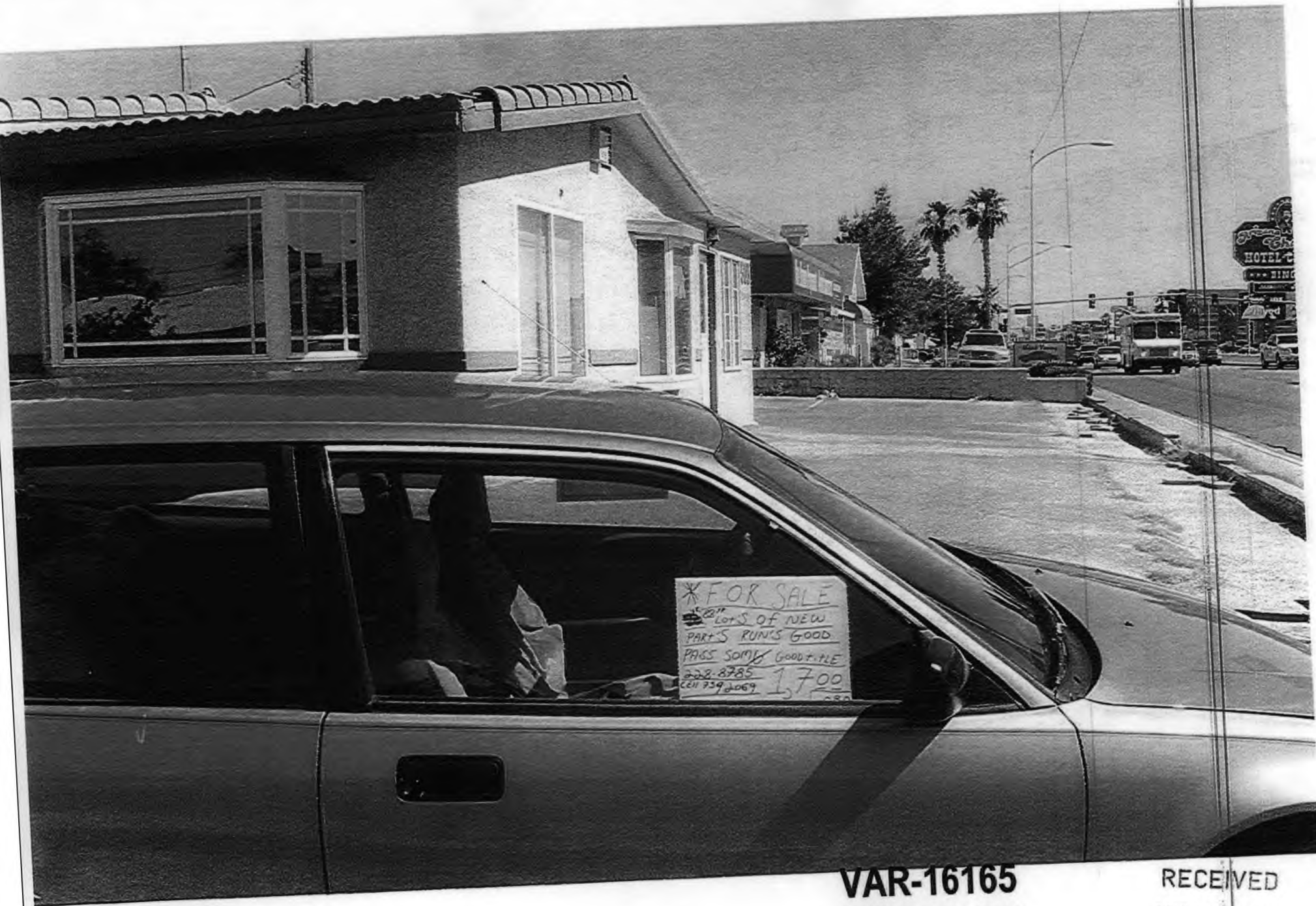


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10/05/06 PC

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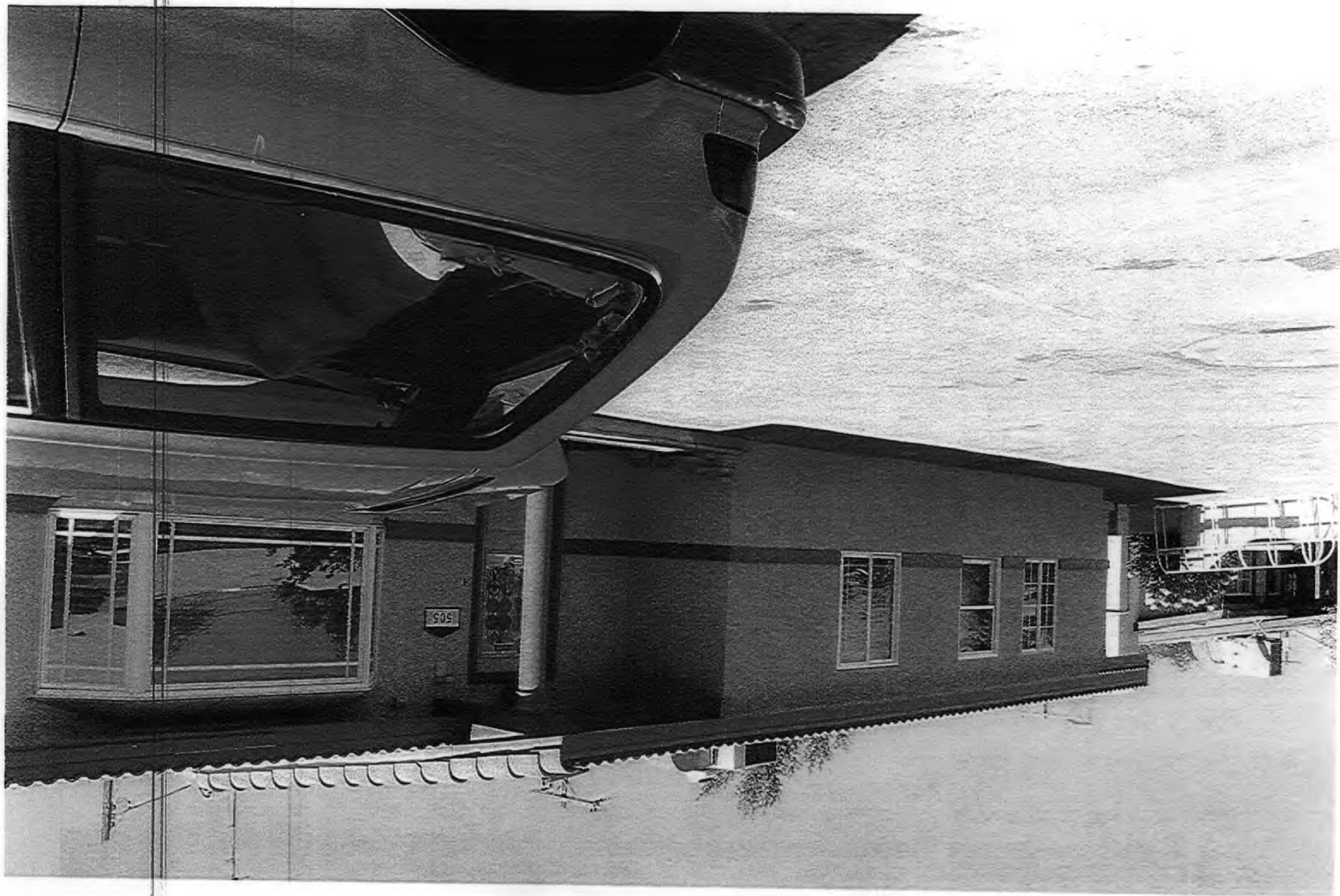






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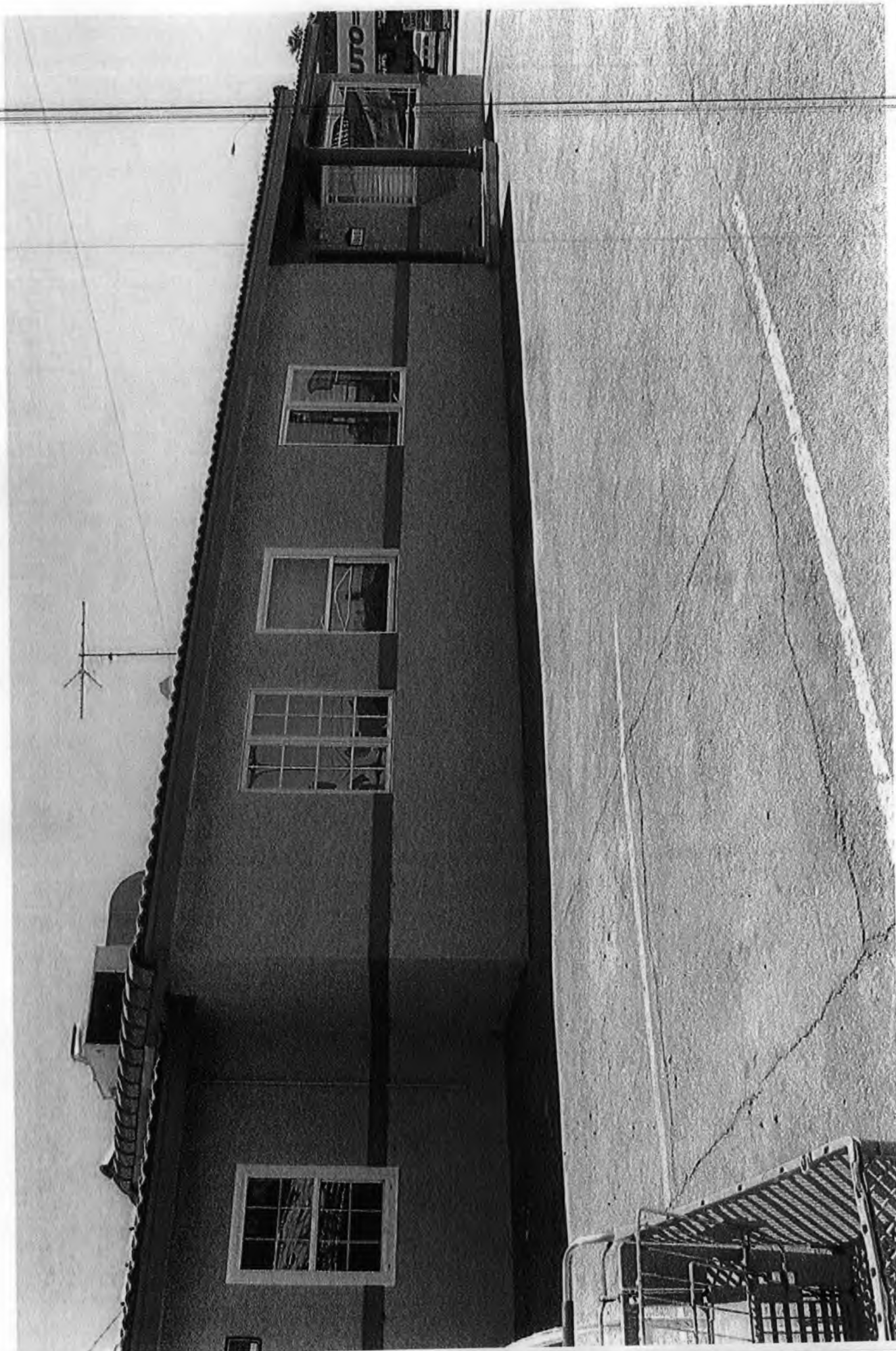
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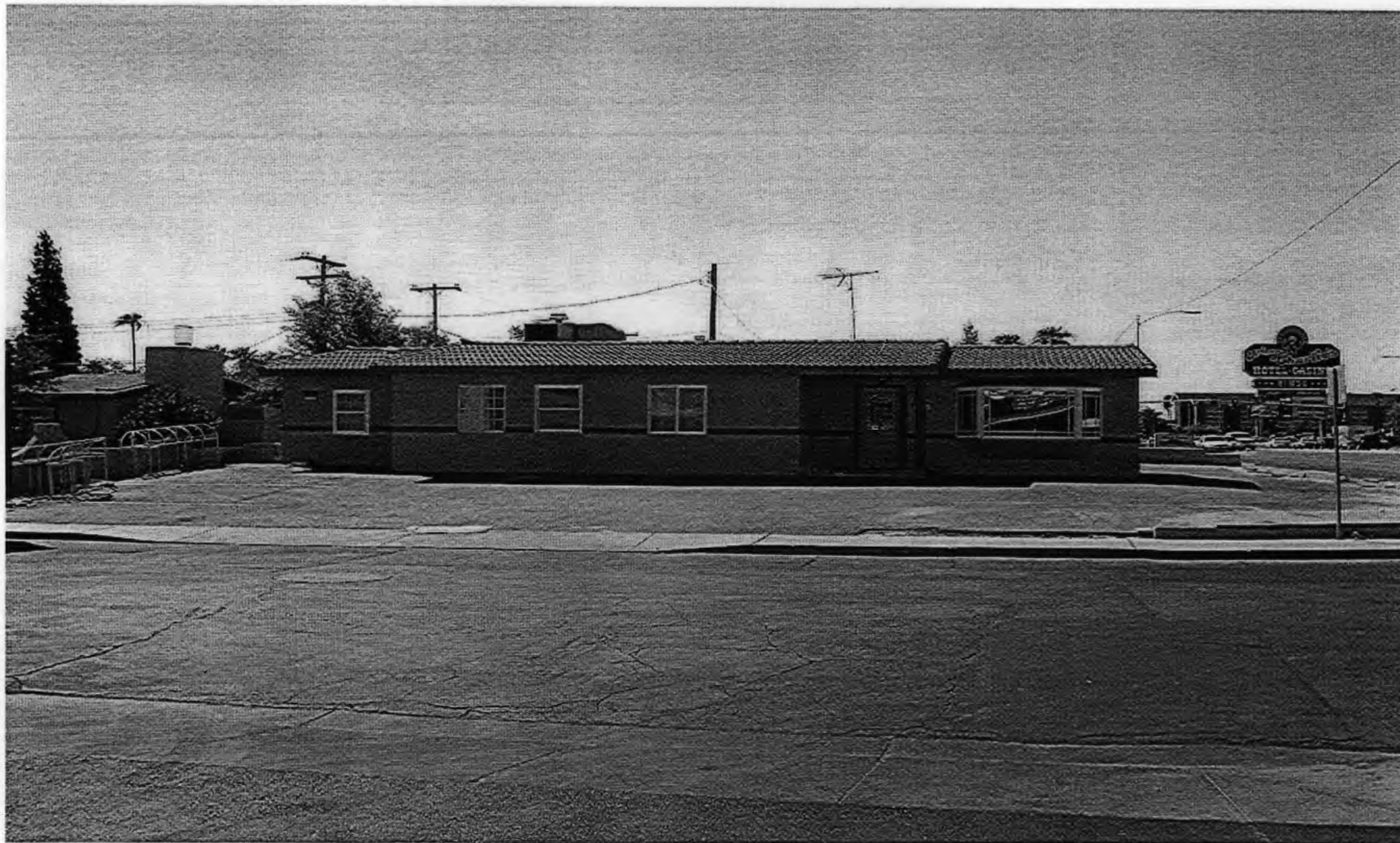




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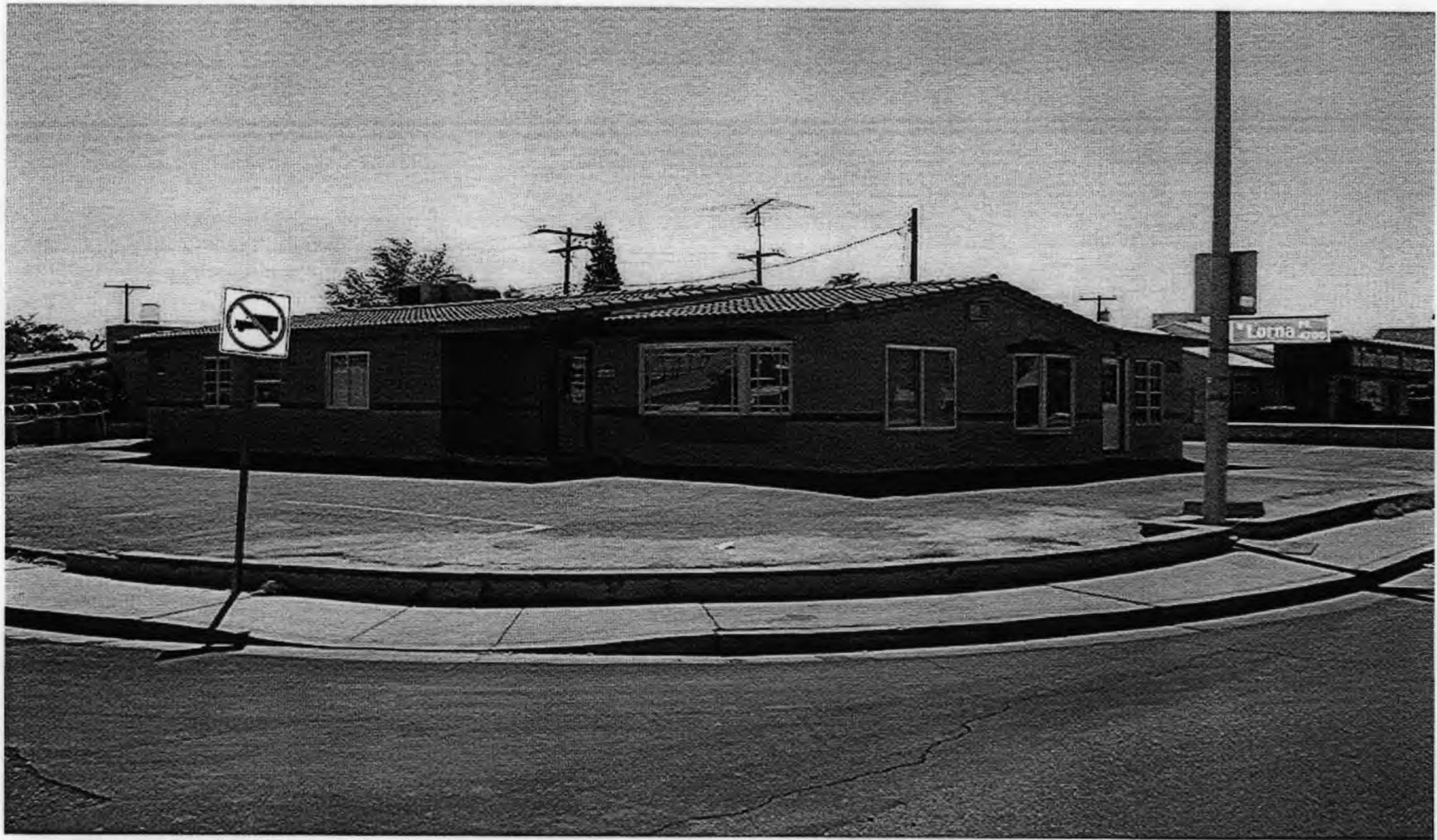






VAR-16165 - APPLICANT/OWNER: YONG H. JUNG
505 SOUTH DECATUR BOULEVARD
OCTOBER 5, 2006 PLANNING COMMISSION

08/30/06



VAR-16165 - APPLICANT/OWNER: YONG H. JUNG
505 SOUTH DECATUR BOULEVARD
OCTOBER 5, 2006 PLANNING COMMISSION

08/30/06

Dr. Yong H Jung
~~505 South Decatur Blvd.~~
Las Vegas, Nevada 89107
Tel: (702) 990-8415
Fax: (702) 938-1053

Monday, August 19, 2006

Subject: Justification Letter for Variance - Parking, etc.
Medical Office, Dr. Yong H Jung
Parcel Number: 13931310123
Letter of Justification

Dr. Yong H Jung desires to convert existing building that dates back to 1955 on stated property from Office to Medical Office(Chiropractor). The property when Office use was parking impaired.

In changing the use to Medical Office the property requires 4 additional parking spaces by current code that cannot fit onto the property. In addition the current driveway layout is insufficient per existing design criteria. When design meets ADA parking requirements an additional parking space is lost. So the final parking deficiency is 5 parking spaces.

We are asking for a variance or variances that will cover the above stated deficiencies of the property

Sincerely,



Nolan Carl

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VAR-16165
10/05/06 PC

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CITY CLERK

2006 OCT 31 A 11:57

TO: BARBARA JO RONEMUS
CITY CLERK
1ST FLOOR CITY HALL
400 STEWART AVENUE
LAS VEGAS NV 89101

Protest

RE: VAR-16165 PROTEST &
OBJECT

WE OBJECT TO THE VARIANCE DESIRING
INSUFFICIENT PARKING.

ALREADY LORNA PL. IS OVER BURDENED WITH
STREET PARKING NEAR DELATUR BLVD. IT ALSO
SUFFERS FROM TRAFFIC CUTTING THROUGH THE
NEIGHBORHOOD FROM CHARLESTON BLVD TO GO
NORTH ON DELATUR, AND IT IS A NARROW
STREET TO WHICH STREET PARKING FURTHER
AGGRAVATES.

PLEASE REQUIRE THIS BUSINESS TO SUPPLY
ALL ITS PARKING NEEDS AND REQUIREMENTS,

- DOUGLAS A. SCHLAGETER 512 ESSEX WEST DR, 878
44 AFB 6985
- Chad Boggs ~~Chad Boggs~~ 4513 Kay Place 870-8682
- Lance YARE ~~Lance Yare~~ 501 W ESSEX DR 758-1355

THANK YOU

Submitted after final agenda

Date 10/31/06 Item 113

STRATUS CONSTRUCTION, INC.

113 West New York Avenue
Las Vegas, Nevada 89102
Phone 702-384-0124
Fax 702-384-4841
Cont. Lic. # 22958, Unlimited

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CITY CLERK

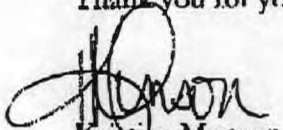
2006 DEC 19 P 4: 15

December 19, 2006

City of Las Vegas Clerks Office
400 Stewart Avenue
Las Vegas, Nevada 89101
Fax: 702-382-4803

Dear Sirs;
On behalf of applicant Dr. Jung we would like to request that item 122 VAR #
16165 be abeyed to the January 17, 2006 meeting, so that we may have more time to
work with the neighbors.

Thank you for your consideration,


Kristina Munson

Submitted after final agenda

Date 12/19/06 Item #122