

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT**CITY COUNCIL MEETING OF: MAY 16, 2007****DEPARTMENT: PLANNING & DEVELOPMENT****DIRECTOR: M. MARGO WHEELER**☐ Consent ☒ Discussion**SUBJECT:****DIRECTOR'S BUSINESS**

DIR-21605 - PUBLIC HEARING - KYLE ACQUISITION GROUP, LLC - Consideration and possible action regarding the Development Agreement for the Kyle Canyon Development on approximately 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-001-001 and 002; 125-06-002-001, 002, 003 and 009; 125-07-101-001 and 002; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-401-001 and 002; 125-07-501-001 and 002; 125-07-601-001 and 002; and 126-12-000-001), Ward 6 (Ross). NOTE: To be heard in conjunction with Morning Session Item 73

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

No Recommendation

BACKUP DOCUMENTATION:

1. Conditions and Staff Report
2. Development Agreement between City of Las Vegas and Kyle Acquisition Group, LLC
3. Submitted after final agenda – Protest letter by Eileen McKyton with traffic DVD and attachments for Items 94 and 95
4. Submitted at meeting – Changes to Development Agreement by staff, article on Southern Highlands, Principles of New Urbanism, Smart Code, letter from Clark County School District, letter by Jeffrey Green and e-mails by residents for Items 94 and 95
5. Combined Verbatim Transcript for Items 73, 94 and 95

Motion made by STEVEN D. ROSS to Approve Subject to Amended Conditions contained in the May 16, 2007 document submitted by Staff

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

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

CITY COUNCIL MEETING OF: MAY 16, 2007**Minutes:**

Subsequent to the meeting a Combined Verbatim Transcript was made a part of the Final Minutes for Items 73, 94 and 95.

At the request of DEPUTY CITY ATTORNEY JIM LEWIS, MAYOR GOODMAN declared the Public Hearing open on Items 73, 94 and 95. It was confirmed that Council would vote on the park agreement first, then the development agreement and lastly, the rezoning.

TOM PERRIGO, Planning and Development, confirmed that the design guidelines and the development agreement meet the Title 19 requirements. The Kyle Canyon Master Development Plan comprises approximately 1,712 acres of land. The project is planned for a range of single, cluster and multi-family residential uses, mixed use urban centers and commercial, resort and casino uses, parks, trails, community center and schools. The community design guidelines include provisions for connectivity and walk ability. MR. PERRIGO confirmed staff recommended approval, provided some amendments to some of the language in the design guidelines and development agreement. He submitted a copy of these amendments into the record.

ATTORNEY MARK FIORENTINO appeared on behalf of the master developer and pointed out one major difference with this proposal; every proposed park will have a community center and a pool. He thanked staff for their professionalism and applauded many departments within the City for their collaborative efforts and extraordinary dedication in making this vision come to life. MAYOR GOODMAN questioned the commencing of the project. ATTORNEY FIORENTINO replied that infrastructure should take place within six months, but the completion date depends on the market conditions. The price range is unknown at this time, but there will be diversity in housing and will be available for every demographic that exist within this city. ATTORNEY FIORENTINO summarized the proposal and submitted it for the record.

TOM MCGOWAN, Las Vegas resident, complimented COUNCILMAN ROSS, staff and the developers on this proposal, as Ward 6 is new and has room for development. He expressed concern for traffic and questioned what implications of the Green building elements would affect the tax revenue for other community wide projects. MAYOR GOODMAN responded the answer is unknown at this time. MR. MCGOWAN hoped that the beautiful renderings shown will be that of the completed project.

COUNCILMAN ROSS also expressed his appreciation to city staff. He confirmed with MR. PERRIGO that in his opinion, this is the most comprehensive and best development agreement that the City has ever developed. The Councilman commented on the numerous emails his office received and pointed out that there has been a lot of misinformation relative to the elements of this proposal. COUNCILMAN ROSS confirmed with CHIEF RICK GRACIA, Fire Marshall, that each unit will have a sprinkler system, so their response time will be more

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effective and the workload will change. The sprinkler system uses less water and is virtually full proof. The Councilman added that Focus will be contributing one million dollars to an additional fire station in the northwest. The proposal includes elementary, middle and high schools; infrastructure improvements near the existing two elementary schools, which will alleviate the flood control issues; exceeded open space requirements; interim improvements of the freeway ramps, which will benefit existing residents and those near Mount Charleston. A casino is not proposed at this time; if proposed in the future and approved at Council, it will be constructed under the upcoming Kyle Canyon interchange, west of US 95, and away from the elementary schools. Residents have also requested additional neighborhood meetings and should there be any deviations from the proposal, those meetings will be required. It is COUNCILMAN ROSS' goal to ensure that issues dealing with roads, schools, homes and fire safety were addressed; he believed that this proposal accomplishes that goal.

COUNCILWOMAN TARKANIAN complimented the project and asked that one of the swimming pools be covered given the particular desert environment and if it could be done during construction and not after the fact. MR. FIORENTINO responded that he would have to review the developmental standards, as this may already be a requirement.

JENNIFER TAYLOR, 8158 Hawk Clan Court, spoke on behalf of their citizen's action group (Northwest Residents for Responsible Growth), along with ALEX and EILEEN McKYTON, 9033 Big Plantation Avenue; KENNETH CLERKE, 9104 Big Plantation Avenue; JEFF GREEN, 8916 Wolf Dancer Avenue; WENDY HEMMINGWAY WARM, Spring Mountain Ranch HOA, 8920 Pine Mission Avenue; and YALE YONDALE all desired a 75-day abeyance to allow the residents to fully understand and be involved in the final version of this agreement, as it is incomplete, inconsistent, ambiguous and needs revisions. The residents did not have access to this agreement until a week prior to the meeting and feel that the proposed development is not smart growth; has incompatible density, insufficient open space, excessive height structures, insufficient buffering between uses; traffic concerns; the need to have the opportunity to comment or provide input relative to compatibility issues with the existing uses; the need for existing street improvements; and desired a 2,500 foot buffer between the casino and every urban mixed use and the Town Center uses. In addition, they are concerned that the public review process for the future development of Kyle Canyon is insufficient as set out in the development agreement and wished to expand the notification radius. They also do not want the casino entitlement and if necessary, would enforce their right to possibly prevent such action. Some of the residents showed photos and/or diagrams depicting projects with varying densities and concerns with traffic and congestion. MR. GREEN submitted his written comments into the record.

MR. CLERKE added that he resides approximately 300 feet from the proposed development and strongly oppose the development. He emphasized that he did not receive any notification regarding this proposal, aside from his homeowner's association and residents in the area. It was

CITY COUNCIL MEETING OF: MAY 16, 2007

his opinion that COUNCILMAN ROSS did not keep his commitment in not allowing such development.

MRS. McKYTON felt that SHEILA from COUNCILMAN ROSS' office accused her of handing out misinformation. COUNCILMAN ROSS rebutted that no representative from his office accused anyone of handing out misinformation. She then stated that she handed out flyers while standing on the sidewalk at Bilbray Elementary School with their permission, and the information was correct. She read her comments and stated another area of concern is vandalism and crime.

MS. WARM submitted three articles for the record.

COUNCILMAN ROSS appreciated those in attendance and all comments made. He is a firm believer and confirmed with ATTORNEY FIORENTINO that the market will dictate what will be built by the developer, and that 16,000 residential units is the maximum, not the required number of units that can be built. In response to MR. CLERKE'S comment, COUNCILMAN ROSS clarified that he promised he would work with the developer to assure buffering between the existing residences and future ones. Fort Apache is a 100-foot right-of-way; there are landscaping requirements and single story homes will be to the west of the site to protect existing neighborhoods. Regarding traffic studies, he explained that as development occurs, the roadways will be improved, such as the streets, gutters, sidewalks and street lights. This will help mitigate some safety concerns and flood control issues. He encouraged the residents to sign up for his newsletter so they can stay informed, as he was surprised that residents and/or board members were not aware of the project when some have been in contact with TODD SCHWARTZ, who has been meeting with the developer on this project for many months. He then asked ATTORNEY FIORENTINO to explain the impact of a 75-day abeyance.

ATTORNEY FIORENTINO emphasized that there are financial obligations within the agreement to have certain items done by a certain date. In addition, it is costly per day due to interest payments, and action has to be made at this meeting to set the parameters, standards and obligation to go forward. He confirmed that the buffering and set back standards have not been determined, but he reassured that residents will have input in developing these standards in areas of the utmost concern. As requested, he committed to notifying individuals present at this meeting, including all individuals within a 2,500-foot radius relative to the buffering, setback standards and the casino.

COUNCILMAN ROSS reassured constituents that they would have additional input in this process.

COUNCILMAN BROWN gave a brief history of the development of the area. He believed there is a fear of the unknown, but from a planning perspective, this kind of development 10

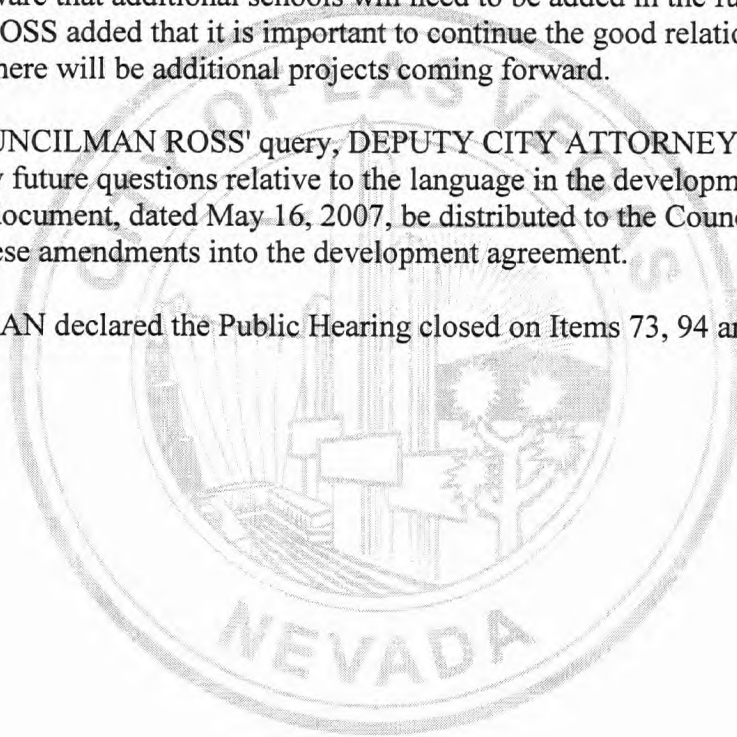
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years ago would have been ideal. In addition, when the Spring Mountain Ranch development was proposed years ago, many residences were in opposition and did not want to alter their lifestyle. This proposed development will alleviate the unknown, and he asked the residents to give this development a chance. He believed this proposed development will be a tremendous amenity to the entire northwest.

DEPUTY CITY ATTORNEY LEWIS read a letter from the Clark County School District (school district) verifying that the City does not plan schools; the school district does. He submitted such letter for the record. COUNCILWOMAN TARKANIAN added that this is the first time the school district is giving the City the land for the schools. She believed that the school district is aware that additional schools will need to be added in the future. COUNCILMAN ROSS added that it is important to continue the good relationship with the school district, as there will be additional projects coming forward.

In response to COUNCILMAN ROSS' query, DEPUTY CITY ATTORNEY LEWIS responded that to alleviate any future questions relative to the language in the development agreement, he requested that the document, dated May 16, 2007, be distributed to the Council and that a vote be taken to include these amendments into the development agreement.

MAYOR GOODMAN declared the Public Hearing closed on Items 73, 94 and 95.



AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 16, 2007
DEPARTMENT: PLANNING AND DEVELOPMENT
ITEM DESCRIPTION: KYLE ACQUISITION GROUP, LLC

**** CONDITIONS ****

Staff recommends APPROVAL.

**** STAFF REPORT ****

APPLICATION REQUEST

Consideration and possible action regarding the Development Agreement for the Kyle Canyon Development on approximately 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road.

EXECUTIVE SUMMARY

The current version of the Kyle Canyon Development Standards and Design Guidelines illustrates how the Master Developer and the City of Las Vegas are attempting to meet the objectives of the TND (Traditional Neighborhood Development) General Plan Designation and the T-D (Traditional Development) zoning district. Specifically, the design guidelines emphasize the pedestrian and neighborhood connectedness called for by the proposed zoning designation. One way that they do this is by requiring that in certain positional situations, residential neighborhoods that make use of a cul-de-sac street have terminuses that end not in the typical residential lots completely surrounding the bulb but with a pedestrian oriented common lot. This configuration allows bicycle and pedestrian access between these normally cut off neighborhoods and the surrounding community. Additionally, the latest draft of the preliminary pod access points plan depicts efforts to maintain connections between neighboring developer parcels using both vehicular and pedestrian paths. Streets within the master plan area provide various ways to emphasize the pedestrian orientation by providing protected sidewalks and trails that are separated from the roadway by landscaping buffers of varying widths. Additionally, collector and neighborhood streets provide on-street parking lanes to add an extra layer of separation between pedestrian and vehicular traffic.

The development standards outline the use of walls in this master planned community. There are standards for walls along the perimeter of the overall community (village walls) as well as standards for product and front yard walls. The emphasis of the guidelines has been to minimize the solid block walls and incorporate more wrought iron view fencing. The wall heights are variable based on the topographic constraints of the individual site, but typically can not exceed heights of 12.67 feet for Village Walls, 18 feet for Product Walls, and 5.33 feet for front yard walls.

One main component of the TND (Traditional Neighborhood Development) General Plan Designation is that neighborhoods contain a mix housing types. Under the typical zoning or master plan certain areas are reserved for a limited type of housing (i.e. Title 19's R-1 (Single Family Residential) zoning district and The Cliff's Edge Master Plan's L (Low Density Residential) designation only allow single family detached structures conforming to development wide lot sizes and setback requirements). Under the development standards for Kyle Canyon

various housing types are encouraged in each residential parcel type. Specifically, within the Neighborhood Residential Parcels, each builder is required to produce a minimum of two single family building types and no type may exceed 60 percent of the units in that developer parcel. In the Neighborhood Residential designation there are 11 building type variants to work with.

Further, the plan limits the number of gated communities within the plan area to a maximum of 4,000 units or 25 percent of the master plan's residential offerings. The guidelines prohibit these gated neighborhoods from using solid perimeter walls to enclose the development and are encouraged to use wrought iron view fences where possible. As a part of the allowance for gated communities, the standards still require that a number of these developments provide secured pedestrian access points to neighboring developer parcels and village streets.

The design guidelines include detailed descriptions of how the developers are to incorporate and make accessible the area's natural environment and the proposed trail system. The arroyos are being excluded from development and being integrated as a part of the community's parks and open space. The development standards give special attention to how neighborhoods and roadways that boarder these areas are to emphasize their openness and accessibility. One way that this is accomplished is to provide pedestrian access points from all developer parcels that are adjacent to these natural features. The trail and pedestrian pathways system within the master plan area is rather extensive, making the entire master plan area pedestrian accessible. The interior trail system connects to the broader community by linking to the Red Rock Canyon National Conservation Area, the Mountain Edge Parkway Trail and the city's trail system along Grand Teton Drive.

Overall the current version of the Kyle Canyon Development Standards and Design Guidelines meet the objectives of the TND (Traditional Neighborhood Development) General Plan Designation and proposed T-D (Traditional Development) zoning district. The allowance of cul-de-sac streets and the potential use of product walls to separate the developments have been mitigated in part by providing the pedestrian connections at select bulb terminuses and requiring access points between adjacent developer parcels. The potential for community and development walls are limited by the development standards and their impact reduced due to the direction to use view fences where possible versus solid, block walls.

The site encompasses multiple parcels that are to be included with the Kyle Canyon Development Standards and Design Guidelines and covered under the plan's Development Agreement. The proposed rezoning to the T-D (Traditional Development) zoning district is consistent with the existing TND (Traditional Neighborhood Development) General Plan designation. This rezoning is one of the necessary steps in moving forward with the master plan process for this area and staff is recommending approval of this item.

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May 16, 2007, City Council Meeting

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

N/A

ASSEMBLY DISTRICT

N/A

SENATE DISTRICT

N/A

NOTICES MAILED

NEWSPAPER ONLY

APPROVALS

0

PROTESTS

0

**DEVELOPMENT AGREEMENT
BETWEEN
CITY OF LAS VEGAS
AND
KYLE ACQUISITION GROUP, LLC**

May 8, 2007

THIS DEVELOPMENT AGREEMENT is made and entered into this _____ day of _____, 2007 by and between the **CITY OF LAS VEGAS**, a municipal corporation of the State of Nevada ("City") and **KYLE ACQUISITION GROUP, LLC**, a Nevada limited liability company ("Master Developer").

RECITALS

A. City has authority, pursuant to NRS Chapter 278 and Title 19 of the Code, to enter into development agreements such as this Agreement, with persons having a legal or equitable interest in real property to establish long-range plans for the development of such property.

B. Master Developer acknowledges that it is the legal owner of the Property described on Exhibit "A" attached hereto. Master Developer and City desire to enter into this Agreement in conformance with the requirements of NRS Chapter 278, and as otherwise permitted by law.

C. The parties acknowledge that this Agreement will further the goals and values of City as provided by (i) Resolution R-176-2004 adopted by the City Council, (ii) City's Centennial Hills Sector Plan and (iii) the Las Vegas 2020 Master Plan.

D. The parties further acknowledge that this Agreement will (i) provide for public services, public uses and urban infrastructure, (ii) promote the health, safety and general welfare of City and its inhabitants, (iii) minimize uncertainty in planning for and securing orderly development of the Property and surrounding areas, (iv) insure attainment of the maximum efficient utilization of resources within City at the least economic cost to its citizens, and (v) otherwise achieve the goals and purposes for which the laws governing development agreements were enacted.

E. As a result of the development of the Property, City will receive needed jobs, sales and other tax revenues, significant increases to its real property tax base and substantial improvements to the public infrastructure. City will additionally receive a greater degree of certainty with respect to the phasing, timing and orderly development of City infrastructure by a developer with significant economic resources and experience in the development process.

F. Master Developer understands and acknowledges that there are insufficient public services available in order to properly construct and populate the Community. Subject to the terms and conditions of this Agreement, Master Developer agrees to provide those necessary public services, facilities and infrastructure improvements on the Property and outside the Property as specifically provided for herein.

G. Master Developer desires to obtain reasonable assurances that it may develop the Community in accordance with the terms, conditions and intent of this Agreement. Master Developer's decision to enter into this Agreement and commence development of the Community is based on expectations of proceeding and the right to proceed with the Community in accordance with this Agreement and the Applicable Rules.

H. Master Developer further acknowledges that this Agreement was made a part of the record at the time of its approval by the City Council and that Master Developer agrees without protest to the requirements, limitations, and conditions imposed by this Agreement.

I. The City Council, having determined that this Agreement is in conformance with Resolution R-176-2004, the Centennial Hills Sector Plan and the Las Vegas 2020 Master Plan, and that all other substantive and procedural requirements for approval of this Agreement have been satisfied, and after giving notice as required by the relevant law, and after introducing this Agreement by ordinance at a public hearing on _____, and after a subsequent public hearing to consider the substance of this Agreement on _____, the City Council found this Agreement to be in the public interest and lawful in all respects, and approved the execution of this Agreement by the

Mayor of the City of Las Vegas.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION ONE DEFINITIONS

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"Affiliate" of any person means (a) any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person and (b) any other Person that beneficially owns at least fifty percent (50%) of the voting common stock or partnership interest or limited liability company interest, as applicable, of such Person. For the purposes of this definition, "control" when used with respect to any Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, partnership interests, by contract or otherwise; and the terms "controlling" or "controlled" have meanings correlative to the foregoing.

"Agreement" means this development agreement and at any given time includes all addenda and exhibits incorporated by reference and all amendments which hereafter are duly entered into in accordance with the terms of this Agreement.

"Applicable Rules" means and refers to:

(a) The provisions of the Code and all other uniformly-applied City rules, policies, regulations, ordinances, laws, general or specific, which were in effect on the Effective Date;

(b) This Agreement;

(c) The Design Guidelines; and

(d) The term "Applicable Rules" does not include:

(i) Any ordinances, laws, policies, regulations or procedures adopted by a governmental entity other than City;

(ii) Any fee or monetary payment prescribed by City ordinance which is uniformly applied to all development and construction subject to the City's jurisdiction; or

(iii) Any applicable state or federal law or regulation.

"BLM" means: the Bureau of Land Management.

"Building Codes" means the following codes: 2006 International Residential Code; 2006 International Building Code; 1997 Uniform Administrative Code; 2006 Pool Code; 2006 Uniform Plumbing Code; 2005 National Electric Code; 2006 Uniform Mechanical Code; and National Fire Protection Agency 1, to the extent adopted by the City and subject to any modifications that are adopted by the City.

"CCRFCD" means the Clark County Regional Flood Control District.

"CCSD" means the Clark County School District.

"City" means the City of Las Vegas, together with its successors and assigns.

"City Council" means the Las Vegas City Council.

"City Infrastructure Improvement Standards" means in their most recent editions and with the most recent amendments adopted by the City, the Standard Drawings for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Standard Specifications for Public Works Construction Off-site Improvements, Clark County, Nevada; Uniform Regulations for the Control of Drainage and Hydrologic Criteria and Drainage Design Manual, Clark County Regional Flood Control District; Design and Construction Standards for Wastewater Collection Systems of Southern Nevada; and any other engineering, development or design standards and specifications adopted by the City Council. The term includes standards for public improvements and standards for private improvements required under Title 18. The term does not include the Kyle Canyon engineered drawings contained in the Design Guidelines.

"Code" means the Las Vegas Municipal Code, including all ordinances, rules, regulations, standards, criteria, manuals and other references adopted therein.

"Community" means the Property and any and all improvements provided for or constructed thereupon.

"Dedicated Staff" means all of the individuals identified in Section 3.06(b).

"Designated Builder" means any legal entity that owns any parcel of real property within the Community, provided that such entity is designated as such by Master Developer to City Manager in writing. For purposes of the Applicable Rules, the term "Designated Builder" is intended to differentiate between the Master Developer and any other entity, including an Affiliate, partner or corporation related to Master Developer except to the extent that Master Developer engages in the development of a structure or other improvements on a Development Parcel within the Community, in which case Master Developer shall so notify the City Manager in writing.

"Designated Builder Parcel" means any real property within the Community owned by a Designated Builder.

"Design Guidelines" means the document prepared by Master Developer and reviewed and approved by City as a part of this Agreement, which is fully incorporated herein.

"Development Parcels" means legally subdivided parcels of land within the Community that are intended to be developed or further subdivided.

"Development Phase" means each of those portions of the Property described on Exhibit "B" hereto.

"Director of Planning" means the Director of the City's Planning and Development Department or her designee.

"Director of Public Works" means the Director of the City's Department of Public Works or his designee.

"DWR" means the State of Nevada Division of Water Resources.

"Effective Date" means the date, on or after the adoption by City of an ordinance approving the execution of this Agreement, and the subsequent execution of this Agreement by the Parties, on which this Agreement is recorded in the Office of the County Recorder of Clark County. Each party agrees to cooperate as requested by the other party to cause the recordation of this Agreement without delay.

"Entitlement Request" means a request by Master Developer or a Designated Builder for any land use approval including, without limitation, a tentative or final subdivision map.

"Fire Station" means a building used for fire personnel and equipment.

"Fire Station Site" means property owned or controlled by the City at the southwest corner of Grand Teton and Hualapai.

"Grading Plan, Master Rough" means a plan or plans prepared by a Nevada-licensed professional engineer, to:

- a) Specify areas of less than two hundred (200) acres in size where the Master Developer intends to perform rough grading operations;
- b) Identify existing elevations and features that are to be preserved within the Community and do so at a drawing scale not to exceed one hundred feet (100') per inch;
- c) Identify approximate future elevations and slopes of roadways, paseos, Development Parcels, open space, and drainage areas;
- d) Identify rough design elevations on a two hundred foot (200') grid, and at street intersections, at pod boundaries and at drainage basin boundaries, or more frequently; and
- e) Identify locations and heights of potential stock piles.

The Master Rough Grading Plan shall be reviewed by the Director of Public Works for conformance to the grading and drainage aspects of the approved Master Drainage Study and the Director of Planning and Development shall consider the plan for the aesthetic aspects of the plan. The intent of the document is to establish rough grade elevations for both roadways and Development Parcels such that significant unanticipated grade and earthwork differences do not occur at the time of development of individual subdivisions.

"Grading Plan Specific", which accompanies the Technical Drainage Study, means a detailed grading plan for a development site within the Community to further define the grading within residential or commercial subdivision sites as identified in the Master Rough Grading Plan to a level of detail sufficient to support construction drawings, in accordance with the CCRFCD Hydrologic Criteria and Drainage Design Manual.

"LVVWD" means the Las Vegas Valley Water District.

"Master Developer" means KYLE ACQUISITION GROUP, LLC, a Nevada limited liability company, and its successors and assigns as permitted by the terms of this Agreement.

"Master Drainage Study" means the comprehensive hydrologic and hydraulic study conditionally approved by the Director of Public Works on January 22, 2007 and incorporated in its entirety herein as Exhibit G.

"Master HOA" means a unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community.

"Master Land Use Plan" means the approved site plan for the Community, which is Figure 2-1 of the Design Guidelines.

"Master Sanitary Sewer Study" means the comprehensive hydraulic study conditionally approved by the Director of Public Works on January 19, 2007 and incorporated in its entirety herein as Exhibit G.

"Master Studies" means the Master Traffic Study, the Master Drainage Study, and the Master Sanitary Sewer Study.

"Master Traffic Study" means the comprehensive study conditionally approved by the Director of Public Works on April 24, 2007 and incorporated in its entirety herein as Exhibit G.

"Master Utility Improvements" means those water, sanitary sewer, storm water drainage, power,

street light and natural gas improvements within and directly adjacent to the Property necessary to serve the proposed development of the Community other than those utility improvements to be located within individual Development Parcels. All public sewer and public drainage easements located outside of public right-of-way must be within common lots of the Master Developer or of the Designated Builder Parcels.

"Master Utility Plan" means a conceptual depiction of all existing and proposed utility alignments, easements or otherwise, within and directly adjacent to the Property necessary to serve the proposed development of the Community, other than those utility improvements to be located within individual Development Parcels. The Master Developer shall align all proposed utilities within proposed public rights-of-way and dedicate such rights-of-way to the City before granting utility easements to specific utility companies, except easements for existing Nevada Power facilities constructed pursuant to BLM grants, and easements necessary for existing and future LVWWD water transmission mains.

"Metro" means the Las Vegas Metropolitan Police Department.

"NRS" means the Nevada Revised Statutes, as amended from time to time.

"Off-Property" means outside of the physical boundaries of the Property.

"Off-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located outside the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"On-Property" means within the physical boundaries of the Property.

"On-Property Improvements," as this definition relates to the Master Studies, means infrastructure improvements located within the Property boundaries required by the Master Studies or other governmental entities to be completed by the Master Developer due to the development of the Community.

"Off-Site Improvements" means any and all improvements necessary for a discrete parcel of property as required by the Applicable Rules.

"Parent Map, Tentative" means a preliminary subdivision map of the Property that is the first discretionary request by the Master Developer to legally subdivide the Property pursuant to the provisions of NRS 278 and Title 18 of the Code. Such map shall delineate all areas to be subdivided, including roadways and related necessary rights-of-way, easements and common areas.

"Parent Map, Final" means a final subdivision map of the Property prepared in accordance with any and all conditions of the approved Tentative Parent Map, NRS 278 and Title 18 of the Code that acts to legally subdivide the Property.

"Parks Agreement" means that agreement between Master Developer and City identifying the rights, duties and obligations of Master Developer and City as to the design, construction and maintenance of public open space, parks, trails and other recreation amenities to be developed within the Community. The Parks Agreement was approved by the City Council on _____, 200__, and is fully incorporated herein.

"Party," when used in the singular form, means either Master Developer or City and in the plural form of "Parties" means both Master Developer and City.

"Planning Commission" means the City of Las Vegas Planning Commission.

"Planning Department" means the Planning and Development Department of City.

"Property" means that certain 1,712± gross acres of unimproved real property which is the subject

of this Agreement. The legal description of the Property is set forth at Exhibit "A".

"RTC" means the Regional Transportation Commission of Southern Nevada.

"SNHD" means the Southern Nevada Health District.

"Standard Improvements" as this definition relates to Section Five, herein, means any and all Off-Site Improvements including, but not limited to, streets, sewers, sidewalks, curbs, gutters, storm drains streetlights and trails required in the Parks Agreement.

"Subdivision Map" means any instrument under NRS and Title 18 of the Code which legally subdivides property or gives the right to legally subdivide property, including, without limitation, parcel maps, division of land into large parcels, Tentative and Final Parent maps, tentative commercial subdivision maps, final commercial subdivision maps, reversionary maps, condominium subdivision maps, or tentative or final residential subdivision maps, for all or a portion of the Community.

"Sub-HOA" means a unit-owners' association organized pursuant to NRS 116.3101, that is comprised of owners of residential dwelling units in the Community and is subordinate to the Master HOA.

"Technical Drainage Study" means: a comprehensive hydrologic study prepared under the direction of and stamped by a Nevada-licensed professional engineer, to:

(a) Estimate the impact of storm water run-off affecting a Development Parcel from on-property and off-property sources;

(b) Estimate the impact of any storm water run-off that will affect down-stream off-property real property;

(c) Identify the impacts of any storm water run-off that will affect the Development Parcel; the on-property proposed drainage facilities and patterns and any off-property drainage facilities and patterns;

(d) Identify the means and methods necessary to mitigate such impact, including a commitment to implement, or pay for such mitigating improvements within a specified time frame; and

(e) Identify the future elevations of roadways.

The Technical Drainage Study shall be approved by the Director of Public Works.

"Telecommunication Facility" means a wireless tower or antenna.

"Term" means the term of this Agreement.

"Village Street" means any of those roadways identified as Village Streets and which Master Developer is obligated to construct pursuant to the Master Traffic Study, together with associated curb, gutter, underground utility improvements including fiber optic interconnect, streetlights, traffic control signs and signals other than those for which a fee was paid pursuant to Ordinance 5644, sidewalk or trail and landscaping as indicated on the appropriate cross section in the Design Guidelines. Prior to installation of the final lift of asphalt, Designated Builders may have access for Designated Builder Parcel underground utility connections.

SECTION TWO APPLICABLE RULES AND CONFLICTING LAWS

2.01 Reliance on the Applicable Rules. City and Master Developer agree that Master Developer will be permitted to carry out and complete the development of the Community in accordance with the terms of this Agreement and the Applicable Rules. The terms of this Agreement shall supersede

any conflicting provision of the City Code except as provided in Section 2.02 below.

2.02. Application of Subsequently Enacted Rules by the City. The City shall not amend, alter or change any Applicable Rule as applied to the development of the Community, or apply a new fee, rule, regulation, resolution, policy or ordinance to the development of the Community, except as follows:

(a) The development of the Community shall be subject to the Building Codes in effect at the time of issuance of the permit for the particular development activity.

(b) The application of a new uniformly-applied rule, regulation, resolution, policy or ordinance to the development of the Community is permitted, provided that such action is necessary to protect the health, safety and welfare of City residents, and provided that City gives Master Developer written notice 30 days prior to implementing a new policy.

(c) Nothing in this Agreement shall preclude the application to the Community of new or changed rules, regulations, policies, resolutions or ordinances specifically mandated and required by changes in state or federal laws or regulations. In such event, the provisions of Section 2.04 to 2.06 of this Agreement are applicable.

(d) Should the City adopt or amend rules, regulations, policies, resolutions or ordinances and apply such rules to the development of the Community, other than pursuant to one of the above Sections 2.02(a), 2.02(b) or 2.02(c), the Master Developer shall have the option, in its sole discretion, of accepting such new or amended rules by giving written notice of such acceptance. City and the Master Developer shall subsequently execute an amendment to this Agreement evidencing the Master Developer's acceptance of the new or amended ordinance, rule, regulation or policy within a reasonable time.

2.03. Application of New Fees. Notwithstanding Section 2.02 above, City may increase fees imposed by Ordinance 5644, cost-based processing fees, entitlement processing fees, inspection fees, plan review fees, facility fees, water connection fees or sewer connection fees that uniformly apply to all development in City.

2.04. Conflicting Federal or State Rules. In the event that any federal or state laws or regulations prevent or preclude compliance by City or Master Developer with one or more provisions of this Agreement or require changes to any approval given by City, this Agreement shall remain in full force and effect as to those provisions not affected, and:

(a) Notice of Conflict. Either Party, upon learning of any such matter, will provide the other party with written notice thereof and provide a copy of any such law, rule, regulation or policy together with a statement of how any such matter conflicts with the provisions of this Agreement; and

(b) Modification Conferences. The Parties shall, within thirty (30) calendar days of the notice referred to in the preceding subsection, meet and confer in good faith and attempt to modify this Agreement to bring it into compliance with any such federal or state law, rule, regulation or policy.

2.05. City Council Hearings. In the event either Party believes that an amendment to this Agreement is necessary due to the effect of any federal or state law, rule, regulation or policy, the proposed amendment shall be scheduled for hearing before the City Council. The City Council shall determine the exact nature of the amendment necessitated by such federal or state law or regulation. Master Developer shall have the right to offer oral and written testimony at the hearing. Any amendment ordered by the City Council pursuant to a hearing contemplated by this Section 2.05 is subject to judicial review, but such review shall be filed within twenty-five (25) calendar days from the date of the hearing. The Parties agree that any matter submitted for judicial review shall be subject to expedited review in accordance with Rule 2.15 of the Eighth Judicial District Court of the State of Nevada.

2.06. City Cooperation. City shall cooperate with Master Developer in securing any City permits, licenses or other authorizations that may be required as a result of any amendment resulting from actions initiated under Section 2.05. As required by the Applicable Rules, Master Developer shall be

responsible to pay all applicable fees in connection with securing of such permits, licenses or other authorizations.

SECTION THREE PLANNING AND DEVELOPMENT OF THE COMMUNITY

3.01. Permitted Uses, Density, Height and Size of Structures. Pursuant to NRS Chapter 278, this Agreement must set forth the maximum height and size of structures to be constructed in the Community, the density of uses and the permitted uses of the land for each parcel within the Community.

(a) Maximum Units Permitted. The number of dwelling units within the Community shall not exceed sixteen thousand (16,000).

(b) Permitted Unit Types. The types of buildings and dwelling units permitted in the Community are as set forth in the Design Guidelines.

(c) Density. The maximum density permitted on the Property shall be as set forth in the Kyle Canyon Residential Land Use Table and the related Planning Area Map, both of which are attached as Exhibit F to this Agreement and incorporated fully herein. Master Developer shall have the right to determine the number of residential dwelling units to be developed on any Development Parcel so long as all the terms and conditions of the Design Guidelines that relate to product density and product type are adhered to.

(d) Maximum Height and Size of Structures. Except as provided in Section 3.21, the maximum height and size of structures within the Community is as set forth in the Design Guidelines.

(e) Land Uses. City acknowledges and agrees that the land use categories allowed within the Community are designated on the Master Land Use Plan and the uses permitted within each category are as described in this Agreement and the Design Guidelines. The Design Guidelines specifically delineate permitted uses, conditional uses and special uses within the Community.

3.02 Phasing of Construction.

(a) Generally. While Master Developer has the sole discretion to decide upon the date that it commences development of the Community and any improvements therein, Master Developer agrees to construct certain improvements that are a direct public benefit within the periods of time set forth in this Section 3.02 and in the Parks Agreement.

(b) Phasing Map. Attached hereto as Exhibit B is a map of the Community that generally describes the phases of construction of the Community. The phases may be revised by Master Developer if these revisions are coordinated with the Director of Planning and Development and the Director of Public Works. Prior to the Effective Date, Master Developer will submit a draft phasing schedule to City.

(c) Phasing Schedule. Master Developer shall complete the construction of all Village Streets within a development phase as follows:

A minimum of two lanes of asphalt pavement on the Village Street providing the main access to a particular Designated Builder Parcel, and a working sanitary sewer connection shall be in place prior to final inspection of any dwelling units within that Designated Builder Parcel. Permanent improvements on all major access Village Streets shall be substantially constructed as determined by the Director of Public Works prior to issuance of any building permits beyond 50% of all units within that Designated Builder Parcel. In addition, a roadway network to the boundary of this Designated Builder Parcel must be completed such that both vehicular and pedestrian access is provided.

All off-site improvements adjacent to that Designated Builder Parcel shall be substantially

constructed as determined by the Director of Public Works, prior to issuance of building permits beyond 75% of all units within that Designated Builder Parcel. The above thresholds notwithstanding, all adjacent Village Streets shall be substantially complete as determined by the Director of Public Works within 24 months of the commencement of construction of such adjacent Village Streets. All required landscaping along streets adjacent to the Designated Builder Parcel will be complete within 2 months of the final inspection of the final unit in that Designated Builder Parcel.

(d) Site Grading. Master Developer and any Designated Builder may grade portions of the Property in conformance with the approved Master Drainage Study and applicable Development Parcel Technical Drainage Studies prior to approval of any additional drainage studies provided the Master Traffic Study has been approved, a Master Rough Grading Plan(s) has been approved for the area to be graded, and a completion bond has been posted with the City for the cost of the proposed grading. The completion bond will not exceed one million dollars (\$1,000,000.00) for each Master Rough Grading Plan (i.e. 200 acre area). This bond(s) will be released by the City after the work is substantially complete or after Technical Drainage Studies that address the same area of the Property have been approved, whichever occurs first.

(e) Parks. Master Developer shall commence the design and construction of all parks and trails in the Community in accordance with the terms of the Parks Agreement.

(f) Assumption of Responsibility by Multiple Contractors. Permits that are awarded by City for each approved plan set will be based on work to be performed by each contractor. If a plan set includes multiple facets or phases of construction, separate contractors can pull permits. In the event of multiple permits and separate contractors per approved plan, Master Developer will provide City with regular updates identifying the approved permits that have been awarded for each plan.

3.03. Modifications of Design Guidelines. Modifications are changes to the Design Guidelines that apply permanently to all development in the Community. The Parties agree that modifications of the Design Guidelines are generally not in the best interests of the effective and consistent development of the community, as the Parties spent a considerable amount of time and effort negotiating at arms-length to provide for the community as provided by the Design Guidelines. However, the Parties do acknowledge that there are special circumstances which may necessitate the modification of certain provisions of the Design Guidelines to accommodate unique situations which are presented to the Master Developer upon the actual development of the community. Further, the Parties agree that modifications of the Design Guidelines can change the look, feel and construction of the community in such a way that the original intent of the Parties is not demonstrated by the developed product. To that end, the Parties also agree that the only proper entity to request a modification of the Design Guidelines is the Master Developer entity itself, and not a Designated Builder or any other purchaser of real property within the community.

(a) Applicant. Requests for all modifications of the Design Guidelines may be made only by Master Developer.

(b) Minor Modifications. Minor Modifications are changes to the Design Guidelines that include:

- (i) changes in architectural styles, color palettes and detail elements.
- (ii) the addition of similar and complementary residential or commercial uses and architectural styles, color palettes and detail elements.
- (iii) changes in building materials.
- (iv) changes in landscaping materials, plant palettes, and landscaping detail elements.

(c) Submittal, Review, Decision, and Appeal.

(i) An application for Minor Modification of the Design Guidelines may be made to the Director of Planning for her consideration. The Director of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(ii) The Director of Planning may, in her discretion, approve a Minor Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within 30 business days of receipt of the application. Her decision is final unless it is appealed by the Master Developer pursuant to Section (iii) below. Applications for which no written decision is issued within 30 days shall be deemed approved. If the Director of Planning rejects a request for a Minor Modification, the request shall automatically be deemed a Major Modification, and at the option of the Master Developer, the decision of the Director of Planning may be appealed to the Planning Commission.

(iii) Master Developer may appeal any decision of the Director of Planning to the Planning Commission by providing a written request for an appeal within 10 business days of receiving notice of the decision. The Planning Commission shall hear such appeal within thirty (30) days.

(iv) Master Developer may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. The City Council shall hear such appeal within thirty (30) days.

(d) Major Modifications.

(i) Any application for a modification to the Design Guidelines that does not qualify as a Minor Modification is a Major Modification. All applications for Major Modifications shall be heard by the Planning Commission within forty five (45) days of either the City's receipt of the application or its receipt of the appeal provided for in Section (c) above, whichever is applicable.

(ii) Prior to Planning Commission consideration of a Major Modification that increases density in the Community the Master Developer shall meet and confer with the Director of Public Works or his designee as to whether an update to the Master Studies is required. If the Director of Public Works or his designee requires an update to one or more of the Master Studies, such update shall be prepared by Master Developer and submitted to the Department of Public Works no later than fifteen (15) business days prior to the Planning Commission hearing

(iii) All actions by the Planning Commission on Major Modifications shall be heard by the City Council within thirty (30) days of such action.

3.04 Deviation to Design Guidelines. A deviation is an adjustment to a particular requirement of the Design Guidelines for a particular Designated Builder Parcel or lot.

(a) Minor Deviation. A Minor Deviation must not have a material and adverse impact on the overall development of the Community and may not exceed ten percent (10%) of a particular requirement delineated by the Design Guidelines. An application for a Minor Deviation may only be made under the following circumstances:

1) A request for deviation from any particular requirement delineated by the Design Guidelines on ten percent (10%) or less of the lots in a Designated Builder Parcel; or

2) A request for deviation from the following particular requirements on greater than 10% of the lots in a Designated Builder Parcel or on an entire Designated Builder Parcel:

a) Changes in architectural styles, color palettes and detail elements.

b) The addition of similar and complementary residential or commercial uses and architectural styles, color palettes and detail elements.

- c) Changes in building materials.
- d) Changes in landscaping materials, plant palettes, and landscaping detail elements.
- e) Setback encroachments for courtyards, porches, miradors, casitas, architectural projections as defined by 3.5 of the Design Guidelines, garages and carriage units.
- f) Height of courtyard walls.

(i) Administrative Review Permitted. An application for a Minor Deviation may be filed by the Master Developer or a Designated Builder as provided herein. Any application by a Designated Builder must include a written statement from the Master Developer that it either approves or has no objection to the request.

(ii) Submittal, Review and Appeal

(1) An application for a Minor Deviation from the Design Guidelines may be made to the Director of Planning for her consideration. The Director of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

(2) The Director of Planning may, in her discretion, approve a Minor Deviation or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within thirty (30) business days of receipt of the application. Her decision is final unless it is appealed by the Master Developer pursuant to Section (c) below. Applications for which no written decision is issued within 30 days shall be deemed approved.

(3) Master Developer or Designated Builder may appeal any decision of the Director of Planning to the Planning Commission by providing a written request for an appeal within 10 business days of receiving notice of the decision. The Planning Commission shall hear such appeal within thirty (30) days.

(4) Master Developer or Designated Builder may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. The City Council shall hear such appeal within thirty (30) days.

(b) Major Deviation. A Major Deviation must not have a material and adverse impact on the overall development of the Community, may exceed ten percent (10%) of any particular requirement delineated by the Design Guidelines but may not exceed ten percent (10%) of the lots in a Designated Builder Parcel.

(i) City Council Approval Required. An applications for a Major Deviation may be filed by the Master Developer or a Designated Builder as provided herein. Any application by a Designated Builder must include a written statement from the Master Developer that it either approves or has no objection to the request.

(ii) Submittal, Review and Approval.

(1) All applications for Major Deviations shall be heard by the Planning Commission within forty five (45) days of the City's receipt of the application.

(2) All actions by the Planning Commission on Major Deviations shall be scheduled for a hearing by the City Council within thirty (30) days of such action.

(c) If Master Developer or Designated Builder requests a deviation from adopted City

Infrastructure Improvement Standards or the Kyle Canyon Engineered Details, an application for said deviation shall be submitted to the Land Development Section of the Department of Public Works and related fees paid for consideration by the City Engineer pursuant to the Applicable Rules.

(d) Any request for deviation other than those specifically provided shall be processed pursuant to 3.03 (Modifications of Design Guidelines).

3.05. Entitlement Requests.

(a) Generally. City agrees to cooperate reasonably with Master Developer to:

(i) Expediently process all Entitlement Requests in connection with the Property that are in compliance with the Applicable Rules and Master Studies; and

(ii) Subject to reasonable conditions not otherwise in conflict with the Applicable Rules or the Master Studies, promptly consider the approval of Entitlement Requests.

(b) Required Zoning Entitlement for Property. The Parties acknowledge and agree that the proper means to legally entitle the Property for eventual development is by way of the Master Developer's application and for a Traditional Development (TD) Zoning Classification and an approved Traditional Development Community Program for the Property in accordance with Title 19.06.160 of the Code.

The City Council finds that this Agreement, together with the exhibits and attachments, which include the Master Land Use Plan, the Design Guidelines, and the Master Studies fulfill and accomplish the required submittals pursuant to the TD zoning district and shall be the basis of any approvals granted to the Master Developer under a TD zoning district application.

(c) Other Entitlement Requests. Except as provided herein including the requirements of Section 7.05, all other Entitlement Request applications shall be processed by City according to the Applicable Rules. The Parties acknowledge that the procedures for processing such Entitlement Request applications are governed by the Code. In addition, any additional application requirements delineated herein shall be supplemental and in addition to such Code requirements.

(i) Parent Tentative Map. Master Developer shall satisfy all Code requirements and the following conditions precedent before filing an application for consideration of a Parent Tentative Map:

(1) Conditional approval of all Master Studies;

(2) Submittal of an exhibit acknowledging that all parcels within the Property, including those parcels "Not a Part" have, or will be provided legal access; and

(3) Submittal of a Master Utility Plan.

(4) The Parent Tentative Map shall show all additional right-of-way for turn lanes and bus turnouts required by the Master Traffic Study, and such additional rights-of-way shall be dedicated on the Parent Final Map unless an update to the approved Master Traffic Study is submitted to and approved by the Department of Public Works that shows that specific additional rights-of-way are not required. Comply with the recommendations of the approved Master Traffic Study update prior to occupancy of the site. If additional rights-of-way are not required and Traffic Control devices are or may be proposed within or adjacent to this site outside of the public right of way, all necessary easements for the location and/or access of such devices shall be granted on the Parent Final Map. Phased compliance will be allowed if recommended by the approved Master Traffic Study. No recommendation of the approved Master Traffic Study, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commissioner or the City Council on the development of this site.

(ii) Parent Final Subdivision Map. Master Developer shall satisfy all Code requirements before filing an application for consideration of a Parent Final Subdivision Map; provided that upon City approval of a Special Improvement District or upon posting of a bond for offsite roadway improvements that are adjacent to the Property, the requirements of Chapter 18.26.010 and Chapter 18.26.020 shall be deemed to be satisfied. The above noted bond will be relinquished by the City upon funding of a Special Improvement District. Prior to complete allocation of the funds available from the Special Improvement District, the Master Developer will be required to bond for the improvements that remain to be completed in accordance with the terms of the Special Improvement District Agreement.

City agrees that the Parent Final Subdivision Map for the entire Property shall be processed and recorded pursuant to the following schedule:

Parent Final Subdivision Map Processing Schedule

	<u>Duration</u>
Submittal of Parent Final Maps (East and West) to City	0 Weeks
City Blueline Technical Review (Workshop and Public Hearing - See Note 1)	5.5 Weeks
Address City Comments	4 Weeks
City Second Review (in response to Blueline Comments) (Builder Tentative Subdivision Map Submittal – See Note 2)	3 Weeks
Address City Comments	2.5 Weeks
Obtain LVWWD, SNHD, & DWR Signatures	2 Weeks
Submit Mylars to City	0 Weeks
City Signatures	2 Weeks
County Recorder Review & Recordation	1 Week
TOTAL DURATION	20 Weeks(See Note 3)

Notes:

1) Upon completion of the Blueline Technical Review, the City of Las Vegas will provide a summary of comments and immediately schedule a workshop with the builder ("Workshop") that will be held within ten (10) days of completion of the City Blueline Technical Review and will be attended by the City staff members that are responsible for the comments provided to the Master Developer. The City will also schedule a hearing by the City Council within thirty (30) days of the Blueline Technical Review. The Master Developer may elect to forego the hearing if the Master Developer agrees to the conditions of approval recommended by the City.

2) The City will accept submittals of tentative subdivision maps for Designated Builder Parcels for review and approval upon the concurrent submittal of the Parent Final Map(s) in response to the comments provided as a result of the City Blueline Technical Review.

3) The Master Developer and City recognize that the Total Duration shown may change if the Master Developer elects to pursue the hearing as discussed in Note 1.

(iii) Tentative Subdivision Map. Master Developer and/or Designated Builders shall satisfy all Code requirements for filing of an application for consideration of a tentative subdivision map, except that, notwithstanding any Code requirements to the contrary, Master Developer and/or Designated Builders may submit tentative subdivision maps concurrent with the submittal for the City's second review of the Parent Final Map as described in Section 3.06.

(iv) Site Development Plan Review. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a site development plan review except that, notwithstanding any Code requirements to the contrary, Master Developer and/or Designated Builders may submit an application for site development plan review for an establishment offering non-

restricted gaming, a Gaming Enterprise District and public infrastructure facilities such as power substations prior to recordation of a Parent Final Subdivision Map. The Parties further agree that:

(1) City staff shall consider and make a decision with respect to any application for a Site Development Plan within thirty (30) days of receipt of the application.

(2) Any appeal of an adverse decision on a site development plan review shall be scheduled for a hearing before the City Council within forty-five (45) days of City's receipt of the application for appeal.

(v) Special Use Permits. Master Developer and/or Designated Builders shall satisfy all Code requirements for the filing of an application for a special use permit except that, notwithstanding any Code requirements to the contrary, Master Developer and/or Designated Builders may submit an application for special use permits for an establishment offering non-restricted gaming, a Gaming Enterprise District and public infrastructure facilities such as power substations prior to recordation of a Parent Final Subdivision Map. The Parties further agree that:

(1) Except as otherwise provided in this Agreement and the Design Guidelines, special use permit applications shall be processed in accordance with Section 19.18.060 of the Code.

(2) City shall not accept any special use permit application without written verification that the Master Developer either approves of the application or has no objection thereto.

(3) City may approve any application required by the Code for an establishment offering non-restricted gaming or for a Gaming Enterprise District prior to the recordation of the Parent Final Map.

(vi) Gaming Enterprise District—Hotel/Casino. Master Developer acknowledges that there are certain Entitlement Request applications that must be considered by the City Council before an establishment offering non-restricted gaming may be constructed and operated within the Community. City acknowledges that Master Developer may apply for a Gaming Enterprise District designation in accordance with NRS 463.3086 and the Code to allow a non-restricted gaming establishment within the Community. City recognizes that non-restricted gaming establishments have been appropriately included and developed in other master-planned communities throughout the City and Clark County, and City acknowledges that the Community may be an appropriate location for a non-restricted gaming establishment as well. A hotel or appurtenant structure associated with a non-restricted gaming establishment shall be no greater than 160 feet in height.

(vii) Off-Premise Signs. No off-premise sign shall be constructed on the Property within 12 months of the Effective Date. Notwithstanding the foregoing, anytime after the Effective Date, Master Developer or its designee may file all applications required to construct off-premise signs on the Property. City shall, within 30 days of receiving the request to do so:

(1) approve all applications and issue all permits required to construct an off-premise sign; and

(2) execute any applications or other documents required to obtain the approval of the off-premise sign by another governmental entity.

3.06. Dedicated Staff and the Processing of Applications.

(a) Processing Fees, Generally. All Entitlement Requests, Minor or Major Modification Requests and all other requests related to the development of the Community shall pay the fees as provided by the Code.

(b) Dedicated Staff. City will designate at least one person in the various City departments to be knowledgeable and available for processing matters related to the Community. Such person will be

familiar with the Community, including without limitation, the Applicable Rules. The following City departments and divisions will have such a person so designated:

- (i) Department of Planning and Development;
- (ii) Building and Safety Department;
- (iii) Public Works Department;
- (iv) Right-of-Way Section of the Department of Public Works;
- (v) Traffic Division of the Department of Public Works;
- (vi) Flood Control Section of the Department of Public Works;
- (vii) Collection System Planning Section of the Department of Public Works;
- (viii) Such other City Departments, divisions or agencies as may be necessary to process applications related to the Community; and
- (ix) Surveying Section of the Department of Public Works; and
- (x) The Coordinator (defined below).

(c) Meetings. The Dedicated Staff will be available for individual construction document and construction progress meetings with Master Developer as requested by Master Developer.

(d) Processing.

(i) The City acknowledges the Master Developer's need to have expeditious reviews of all studies, maps, plans, applications for permits and other authorizations for development of and within the Community (collectively, the "Applications").

(ii) The Master Developer agrees to provide the City with a master Schedule (as defined herein) setting forth expected dates of submission for Applications for the Community. The master Schedule shall be complete for all anticipated Applications, and may be used by the City to plan and adjust its staffing capacity accordingly. The Master Developer shall provide the City with periodic, but not less than quarterly, updates of the master Schedule providing additional Applications, changed submission dates, and reflecting Applications already submitted to City, throughout the development of the Community.

(iii) The City and Master Developer agree that the schedule ("Schedule") set forth below is a reasonable estimate of time for the City to process Applications, and shall constitute the targeted time for City to review Applications of the type listed. The Schedule is expressed in Business Days (bd) from the date of submittal:

	Category	1 st Review	2 nd Review	3 rd Review *	Mylar/Map Signature
1.	Master Drainage Study updates, Master Rough Grading Plans and Technical Drainage Studies	10 bd	10 bd	5 bd	N/A
2.	Traffic Studies	20 bd	15 bd	5 bd	N/A
3.	Civil Improvement Plans **	20 bd	15 bd	5 bd	10 bd
4.	Final Maps	20 bd	10 bd	5	10 bd
5.	Parcel Maps	20 bd	10 bd	N/A	10 bd

6.	Boundary Line Adjustments	20 bd	10 bd	N/A	10 bd
7.	Reversionary Maps	20 bd	10 bd	N/A	10 bd
8.	Single Family-Standard Plans	10 bd	10 bd	5 bd	
9.	Single Family - Production Homes	10 bd	5 bd	10 bd	
10.	Single Family – Custom	10 bd	10 bd	10 bd	
11.	Apartments – Model Plans	10 bd	10 bd	10 bd	
12.	Apartments – Production Plans	10 bd	10 bd	10 bd	
13.	Condo-Standard Plans	10 bd	10 bd	10 bd	
14.	Condo – Model Plans	10 bd	10 bd	10 bd	
15.	Condo – Production Plans	10 bd	10 bd	10 bd	
16.	New Commercial (< 2.5k sf)	10 bd	10 bd	10 bd	
17.	Assembly - Restaurants	10 bd	10 bd	10 bd	
18.	Assembly - Restaurants	10 bd	10 bd	10 bd	
19.	Commercial Shell Building	10 bd	10 bd	10 bd	
20.	Tenant Improvement (<2.5k sf)	5 bd	5 bd	5bd	
21.	Tenant Improvement (>2.5k sf)	10bd	10 bd	10 bd	
22.	Fire Sprinkler System	10 bd	5 bd	5 bd	
23.	Fire Alarm System	10 bd	5 bd	5 bd	

- *If 3rd or subsequent review is required
- ** Civil Improvement Plans, including plans for dry utilities, can be submitted concurrent with the application for second review of the technical drainage studies and traffic studies (if such studies are required).

(iv) The City reserves the right to extend the Schedule for unusually large or complex Applications (i.e., pump stations, reservoirs, flood control facilities, mixed use projects, condominiums, and townhouses, etc.) subject to written or electronic (e-mail) notification within four (4) Business Days of the submittal and the provision of a target date for the completion of the review. Applications not listed in the Schedule shall be reviewed within a reasonable time frame as is agreed upon between the Parties.

(v) Master Developer acknowledges that submission of Applications in other than the proper sequence may delay the consideration of many related Applications. For backbone infrastructure, or for other processing as determined necessary by the Parties, the Parties will determine the proper sequence of submittals (as agreed upon, the "Alternative Schedule"). The City agrees to the review of Applications in accordance with the Schedule or the Alternative Schedule only if the Applications are submitted in the proper sequence. Proper sequence as used in this Section for submitting Applications:

(1) in accordance with the Schedule, is the order of submission of similar type applications as required by City as of the Effective Date; and

(2) in accordance with the Alternative Schedule, is the order as provided in the Alternative Schedule. Therefore, Master Developer agrees that Applications will be submitted in the proper sequence in order to avoid coordination problems with reviews.

(vi) City shall advise through the Coordinator the applicant's designee, whose name and standard and electronic (e-mail) address shall be provided to City with each Application, in writing or electronically within four (4) Business Days of a submittal if City is unable to complete processing the Application in the time required by the Schedule and Alternative Schedule; and City shall advise the applicant's designee of the Business Day when City reasonably believes it will complete processing of the Application. If the City projected completion date is more than five (5) Business Days later than the date required under the Schedule or the Alternative Schedule, the applicant shall have the option to either: (a)

accept the alternative timeframe projected by City; or (b) request City to utilize the process described in Section (viii), below.

(vii) City shall assign one full time staff member to act as a central point of contact ("Coordinator") for all coordination and communication between the City and the Master Developer as to Applications. The Coordinator will be responsible for facilitating communications, providing Master Developer with notice of new uniformly applied policies in accordance with Section 2.02(b), advising applicants in accordance with sub-section (vi) above, and providing the Master Developer with periodic updates regarding the Schedule and issues that need to be resolved for the Community to stay on the Schedule. Master Developer agrees to compensate City for the Coordinator's services pursuant to a separate dedicated coordinator reimbursement agreement with the City. If requested in writing by Master Developer, the City Manager shall designate a second Coordinator ("2nd Coordinator") within fourteen (14) Business Days of receipt of Master Developer's written request. Delivery of the written request by Master Developer to City shall constitute Master Developer's agreement to compensate City for the 2d Coordinator's services as set forth in a second coordinator reimbursement agreement with the City. The 2nd Coordinator shall not commence work as 2nd Coordinator until the second coordinator reimbursement agreement is fully executed.

(viii) If City is unable to complete processing of an Application for which the Applicable Rules identify an express process in the time required by the Schedule, or an Alternative Schedule, the applicant may request review of the Application pursuant to the express civil plan check process in accordance with the Applicable Rules, except that the applicant may request a plan check to be scheduled concurrent with the application for second review of the technical drainage studies and traffic studies (if such studies are required).

(e) Dedicated Inspectors. City shall designate one full time construction inspector from the Offsite Inspection Testing division of the Department of Public Works that is dedicated exclusively to the Property once commencement of construction begins. The Master Developer shall annually reimburse City an amount equal to the difference, if any, between the inspection fees paid in connection with construction of infrastructure improvements on the Property and the full-time equivalent compensation package of the full-time inspector over the duration of the project.

If such inspector approves a portion of the project that also requires a utility company approval, final approval from Department of Public Works Offsite Inspection Testing to the Special Improvement District section for funding release will not be given until Master Developer provides a letter to Offsite Inspection Testing with a copy of the inspection approval memo from the said utility company. At the time proof of the utility company approved inspection is received, Offsite Inspection Testing shall have 10 business days to verify the work is completed and issue final approval notice to the Special Improvement District section. If an outside utility company inspection is not required, Offsite Inspection Testing shall have 10 business days to verify the work is completed and issue final approval notice to the Special Improvement District section. If it is determined that the work is not complete, Offsite Inspection Testing shall have 10 business days after being re-notified that the work is complete to issue final approval notice to the Special Improvement District Section.

(f) Designated Builders will be permitted to submit Applications for building permits for model homes earlier than would otherwise be required under the Applicable Rules upon compliance with the same requirements that City has traditionally imposed on developers for model homes building permits as of the Effective Date.

(g) Inspection Fees. Construction documents and plans that are prepared on behalf of Master Developer for water facilities such as water pumping stations, water reservoirs, water transmission mains, and water distribution mains, that are reviewed by City for approval, shall not require payment of inspection fees to City unless the water service provider agrees not provide those inspection services.

(h) Separation of Improvement Plans. The City recognizes that the Master Developer may choose to separate plans for review and approval by the City within a particular alignment into separate plans sets. This may include separate plans for sanitary sewer, potable water, streets and storm drain.

The individual plan sets shall show all existing and proposed utility alignments.

3.07. Impact Statement as Required by Chapter 481, Statutes of Nevada 1999. The Impact Statement for Projects of Significant Impact within the Las Vegas Urban Growth Zone was timely submitted to City. City received and reviewed the Impact Statement and finds that it satisfies the statutory requirements. The Impact Statement is set forth herein at Exhibit "C."

3.08. Common Name for the Community. Master Developer shall establish a common name for the Community and shall disclose such proposed name to City, by written letter to City Manager. City acknowledges that Master Developer will devote substantial resources to promote such common name and protect its value as a unique intellectual property right, which may include filing state and federal registrations for such name. The Parties therefore agree that Master Developer shall have the exclusive right to own, control and license the name. City shall have no obligation to police the use, wrongful or otherwise, of the name by third parties.

3.09. "Saw-tooth Street" Mitigation required. Where "Not a Part" parcels exist within or adjacent to the Property, that are or will be developed outside of the Community framework, but are bounded on two (or more) sides by developments within the Community, and that result in a "saw-tooth street improvement" (as generally and customarily defined in the Las Vegas Valley) or a non-continuous roadway, Master Developer shall construct such improvements necessary to tie the roadways and any applicable sidewalks or trails together or eliminate the saw-tooth, whichever is necessary. If such construction is restricted due to a lack of available rights-of-way, City agrees to either obtain the necessary rights-of-way at no cost to Developer or relieve Master Developer of the requirement to construct such facilities.

3.10. Identity Monuments. Prior to the construction of any identity monuments on the Property, Master Developer shall submit for approval a plan which includes the design and placement of the identity monuments. Such plan shall be reviewed and acted upon by City within thirty (30) days of receipt by City. If the City does act within thirty (30) days, City shall be conclusively deemed to have approved the design and location of the monuments. Sign permits for such Identity Monuments may be issued at any time after approval. Any appeal by the applicant of an adverse decision shall be scheduled for a hearing before the City Council within forty-five (45) days of the City's receipt of the application for appeal.

3.11. Common Area Landscaping. All common area landscaping shall be designed and constructed in accordance with the Design Guidelines. Sidewalks, landscaping and other appurtenances within common areas shall be maintained by the Master HOA or a Sub-HOA, at Master Developer's option. Unless provided for in the Parks Agreement, all landscaping that is not the responsibility of a lot owner to maintain shall be maintained by the Master HOA or a Sub-HOA. City and Master Developer, Master HOA and/or Sub HOA shall enter into appropriate encroachment agreements to the City for the installation and maintenance of landscaping at no cost to the City. The parties agree that such right of encroachment is for the mutual benefit of the City, Master Developer and the Master HOA and any Sub-HOA. Master Developer shall have the right to assign such encroachment rights to the Master HOA and any Sub-HOA.

3.12. Streetlights. The Master Developer shall install an approved City standard streetlight. If the terrain and final grading within the Kyle Canyon development is such that pole height is required to vary from approved standards and is not stocked by the City, the Master Developer shall initially provide the following items to the City at no cost:

(a) A fully functional constructed storage yard in the Kyle Canyon area, of a size and location acceptable to the City Traffic Engineer, and

(b) Provide replacement poles consisting of the various required heights equal to 3% of the number installed, replenished as needed annually for 10 years.

If the Master Developer proposes the use of non-standard streetlights that are acceptable to the City, the Master Developer shall enter into an agreement with the City in which the Master Developer agrees to

participate in acquiring and supplying said streetlights and any associated specialized equipment. In the event a non-standard streetlight is approved, and is requested to be maintained by the City, the Master Developer shall initially provide the following items to the City at no cost:

(a) A fully functionally constructed storage yard in the Kyle Canyon area, of a size and location acceptable to the City Traffic Engineer, and

(b) Stock parts and poles for replacement of non-standard streetlight equipment equal to 3% of the number installed, replenished as needed annually for 10 years, and

(c) Any specialized equipment and vehicles required for the maintenance of the non-standard streetlights not already within the City's fleet of vehicles.

At the Master Developer's option, and with written approval from the City, hanging brackets may be installed on the standard streetlight poles that would support the placement of banners. If installed, repairs to the poles or brackets as a result of bracket installation, or damage from banners, etc. will be performed by the Master HOA. Prior to installation of banners, the banner mounting hardware must be approved by the City's Traffic Engineering Maintenance Section, in addition to certification and approval from the pole manufacturer as to the type of brackets, materials, mounting methods, size of banner and wind loading is required to maintain structural integrity of the poles and maintain any and all pole warranties and certifications. A certification letter stamped and signed by a registered Professional Engineer must be submitted to the Traffic Engineering Maintenance Section prior to approval for the banners.

For all public streetlights that are required to have varied pole height or length due to terrain and final grading, the Master Developer shall submit an "illumination study" to be approved by the Traffic/Electrical Field Operation Section that identifies streetlight spacing for lengths that include those affected streetlights. For non-standard streetlights, the Master Developer shall submit a comprehensive "illumination study" to be approved by the Traffic/Electrical Field Operation Section that identifies all streetlight equipment specifications and spacing. In addition to the Code requirements, each and every streetlight over seven feet from grade to its highest point (either on a light pole or attached to a structure), on City-dedicated public streets, on Homeowner Association-maintained private streets and any parking lots or parking structures shall be installed with "full cut-offs" to prevent illumination from spilling beyond the sidewalk and road areas to protect the view of the night sky.

3.13. Telecommunications Facilities. The Parties acknowledge that temporary and permanent Telecommunication Facilities are a necessary component to effective communication and will be necessary on the Property. The Parties agree that determining the appropriate location(s), number, and general appearance of Telecommunication Facilities as part of this Agreement will permit both the Master Developer and the City to appropriately plan the Community and will help minimize any potential conflicts or disputes that might arise in regard to permits for such towers in the future. Therefore, the Parties agree that Telecommunication Facilities on the Property shall be subject to the following conditions:

(a) The Telecommunication Facilities must comply with Federal Communication Commission standards;

(b) Within six months of the recordation of the Final Parent Map, Master Developer shall submit a Telecommunications Facilities Map for consideration and approval by the Planning Commission and City Council to indicate the location of Telecommunication Facilities.

The Telecommunication Facilities shall be located on the property identified by the Telecommunication Facilities Map, subject to administrative review pursuant to the Code, unless otherwise indicated by the Design Guidelines, and in the case of facilities located on City-owned property, approval of lease from the City is required;

(c) The Telecommunications Facilities shall be architecturally compatible with the Design Guidelines and incorporate reasonable camouflaging/stealth techniques such as architecturally screened

roof-mounted antennas or incorporation into flagpoles and the like;

(d) Master Developer shall use all reasonable efforts to ensure co-location of Telecommunication Facilities;

(e) Telecommunication Facilities shall not obstruct public safety communications and the usual and customary transmission of other communication services enjoyed by adjacent property owners; and

(f) Freestanding (stand alone) Telecommunications Facilities not located on City-owned property shall not be in excess of seventy (70) feet in height and shall not be located within one hundred (100) feet of any residential lot.

3.14 Right-Of-Way Agreements For Optical Fiber. City shall permit the installation of optical fiber conduit and optical fiber, together with all necessary appurtenances in all City rights-of-way within the Property upon the proper execution of Right-Of-Way Agreement between the Master Developer, or its designee, and the City.

Such Right-Of-Way Agreement shall include, at a minimum, the following provisions: a phasing plan for such improvements; any such improvements to be constructed within the City's right-of-way shall be indicated and approved on civil improvement plans; any such improvements shall not exceed 120 feet in length within the public right-of-way, unless otherwise approved by the Director of Public Works; payment by the Master Developer or its designee of an initial fee of \$10,000.00 and, unless a similar fee is paid to another governmental entity pursuant to state or federal law, an continuing annual fee of \$5,000.00, payment of which is to commence upon the installation of the first instance of optical fiber within the optical fiber conduit, and on every anniversary of the first installation thereafter; Master Developer to notify the Director of Public Works in writing of the first instance of installation of optical fiber; and an annual payment by the Master Developer of \$1.33 for each linear foot of conduit within the City's right-of-way, subject to annual adjustment based upon the Consumer Price Index, All Urban Consumers (CPI-U).

3.15. Blasting. Master Developer agrees to comply with all Code and City written policies as related to blasting.

3.16. Property Dedications to City. Except as provided in Section 7.05, any real property (and fixtures thereupon) transferred or dedicated to City or any other public entity shall be free and clear of any mortgages, deeds of trust, liens or encumbrances (except for any encumbrances that existed on the patent at the time it was delivered to Master Developer from the United States of America).

3.17. Anti-Moratorium. The Parties agree that no moratorium or future ordinance, resolution or other land use rule or regulation imposing a limitation on the construction, rate, timing or sequencing of the development of property including those that affect parcel or subdivision maps, building permits, occupancy permits or other entitlements to use land that are issued or granted by City shall apply to the development of the Community or portion thereof. Notwithstanding the foregoing, City may adopt ordinances, resolutions or rules or regulations that are necessary to:

- (a) comply with any state or federal laws or regulations as provided by Section 2.04, above;
- (b) alleviate or otherwise contain a legitimate, bona fide harmful and/or noxious use of the Property, in which event the ordinance shall contain the most minimal and least intrusive alternative possible, and shall not, in any event, be imposed arbitrarily; or
- (c) maintain City's compliance with non-City and state sewerage, water system and utility regulations.

In the event of any such moratorium, future ordinance, resolution, rule or regulation, unless taken pursuant to the three exceptions contained above, Master Developer shall continue to be entitled to apply

for and receive consideration of Entitlement Requests and other applications contemplated in Section 3 in accordance with the Applicable Rules.

3.18. Additional Property Not Included Within Agreement. This Agreement does not authorize the development by Master Developer of additional property outside the boundaries of the Property (other than the addition of APN's 125-06-002-006, 125-06-002-005 and 125-06-002-007 and except to the extent that certain public facilities are explicitly referred to herein such as school sites, water facilities and fire stations) without an amendment to this Agreement.

3.19. Cooperation in Financing. City will execute and deliver within thirty (30) days of a written request from Master Developer, such documents as may be reasonably necessary to acknowledge that:

(a) City has no lien on the Property as a direct result of this Agreement, or disclosure of any City liens that exist; and

(b) City is not aware of a default of this Agreement by Master Developer or if it is in default of this Agreement, the specific ground(s) of default. Nothing herein shall be deemed to relieve Master Developer of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

3.20. Franchise Agreements. City warrants that it has entered into franchise agreements with all of the public utility companies that provide adequate utility services to the Property, specifically, Nevada Power Company, Embarq (aka, Sprint Central Telephone-Nevada), Southwest Gas Corporation, and Cox Communications (the "Franchise Agreements").

3.21. Development in Town Center and Urban Mixed-Use.

(a) Master Developer shall submit to City for approval by the Planning Commission and City Council a set of design guidelines and development standards governing development in the Town Center and Urban Mix-Use land use categories ("The Town Center Standards"). The Town Center Standards shall include a requirement for commercial uses and be submitted prior to the earlier of:

(i) 18 months from the Effective Date; or

(ii) the issuance of the 3500th residential building permit.

(b) The City may withhold building permits for any permanent habitable structure within the Town Center and Urban Mixed-Use areas until The Town Center Standards have been approved by the City Council.

(c) Buildings in the Town Center area shall not exceed 160 feet in height, and buildings in the Urban Mixed-Use area shall not exceed 80 feet in height.

(d) Master Developer shall not apply to reduce the boundaries of, or to add single family detached housing as a permitted use in, the Town Center Mixed Use District for a period of five (5) years from the day the Town Center Standards are approved.

SECTION FOUR MAINTENANCE OF THE COMMUNITY

4.01 Maintenance of Public and Common Areas.

(a) Master Community HOA. Master Developer agrees to organize a Master HOA to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, private drainage facilities located within common elements, including but not limited to, rip-rap lined channels and natural arroyos as determined by the Master Drainage Study or applicable Technical Drainage Studies, but excluding City dedicated public streets, curbs, gutters,

streetlights upon City-dedicated public streets, City owned traffic control devices and traffic control signage, all temporary detention basins identified in the Master Drainage Study and permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update that are eligible for maintenance funding. The Master HOA shall be formed at the time of recordation of the Final Parent Map.

(b) Maintenance Obligations of the Master HOA and Sub-HOAs. Except as provided in the Parks Agreement, the Master HOA and the Sub-HOAs (which hereinafter may be referred to collectively as the "HOAs") shall be responsible to maintain in good condition and repair all common areas that are transferred to them for repair and maintenance (the "Maintained Facilities"), including, but not limited to all developed and undeveloped sidewalks, private streets, private alleys, private drives, landscaped areas, parks and park facilities, trails, amenity zones, drainage facilities within Common Elements, sight visibility zones, and any landscaping in, on and around medians and public rights-of-way.

Master Developer acknowledges and agrees that common-interest communities will be created and governed by Declarations as such term is defined in NRS 116.037. Such Declarations will be recorded by Master Developer or Designated Builders as an encumbrance against the property to be governed by the appropriate HOA. In each case, the HOA shall have the power to assess the encumbered property to pay the cost of such maintenance and repair and to create and enforce liens in the event of the nonpayment of such assessments. Master Developer further agrees that such Declarations will contain a covenant running to the benefit of City, and enforceable by City, that such facilities will be maintained in good condition and repair. Such HOAs will be Nevada not-for-profit corporations with a board of directors elected by the subject owners, provided, however, that Master Developer may control the board of directors of such HOA for as long as permitted by applicable law.

(c) Such Declarations must be executed and recorded with the office of the Clark County Recorder, and shall include the following provisions, the form of which provisions is to be approved by the City:

(i) that the governing board of the HOA must have the power to maintain the Maintained Facilities;

(ii) that the plan described in Section 4.02 can only be materially amended by the HOA board with the written consent of City;

(iii) that the powers under the Declaration cannot be exercised in a manner that would defeat or materially and adversely affect the implementation of the Maintenance Plan; and

(iv) that in the event the HOA fails to maintain the Maintained Facilities in accordance with the provisions of the plan described in Section 4.02, City may exercise its rights under the Declaration, including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the Maintained Facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. City shall have the right to review the Declaration for the sole purpose of determining its compliance with the provisions of this Section 4.

4.02 Maintenance Plan. For park and common areas, maintained by an HOA the Declaration pursuant to this Section 4 shall provide for a plan of maintenance that contains provisions that substantially conforms to those set forth in Exhibit F of the Parks Agreement.

4.03 Release of Master Developer. Following Master Developer's creation of HOAs to maintain the Maintained Facilities, and approval of the maintenance plan with respect to each HOA, City will hold each HOA responsible for the maintenance of the Maintained Facilities in each particular development covered by each Declaration and Master Developer shall have no further liability in connection with the maintenance and operation of such particular Maintained Facilities. Notwithstanding the preceding sentence, Master Developer shall be responsible for the plants, trees, grass, irrigation systems, and any other botanicals or mechanical appurtenances related in any way to the Maintained

Facilities pursuant to any and all express or implied warranties provided by Master Developer to the HOA under NRS Chapter 116.

4.04 City Maintenance Obligation Acknowledged. City acknowledges and agrees that all permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update and eligible for maintenance funding and all City dedicated public streets (excluding any landscape within the right-of-way), associated curbs, gutters, City-owned traffic control devices, signage, those improvements identified with Drainage Studies for public maintenance, and streetlights upon City-dedicated public streets within the Community and accepted by the City will be maintained by City in good condition and repair at the City's sole cost and expense. City will maintain all temporary detention basins identified in the Master Drainage Study. Within 60 days of completion of the first temporary basin, Master Developer shall deposit into a special account \$100,000 to reimburse City for City's costs to maintain the basins. Master Developer shall annually thereafter deposit an amount necessary to restore the balance of the account to \$100,000.

SECTION FIVE PUBLIC FACILITIES

5.01. Elementary, Middle and High School Acreage. Master Developer shall dedicate, at no cost to City or the CCSD, up to 72 acres total for the school sites shown on the Master Land Use Plan. Master Developer further agrees to construct Standard Improvements adjacent to the school parcels contemporaneous with the construction of adjacent Village Streets. Such improvements for each dedicated parcel shall be constructed by Master Developer on such schedule as agreed between Master Developer and the CCSD. City agrees that Master Developer has met its obligation in this section if it offers the dedication to the CCSD with restrictions requiring a) conformance with the Design Guidelines; and b) replacement of any Standard Improvements or facilities installed by Master Developer damaged or removed by CCSD.

5.02. Fire Protection.

(a) Payment Towards Construction of Fire Station. Within 18 months of the Effective Date, Master Developer shall pay to City \$1,000,000 towards the construction of a Fire Station at the Fire Station Site.

(b) Mandatory Fire Suppression Systems. Anything in the Applicable Rules to the contrary notwithstanding, every residential dwelling unit constructed in the Community shall be constructed with an automatic fire suppression system pursuant to specifications set forth in the Building Codes. Individual pressure booster pumps may be used to comply with water pressure requirements only where: (i) requiring an increase in diameter of the sprinkler pipes inside a dwelling unit would increase the construction costs of such dwelling unit by more than Five Hundred (\$500.00) Dollars, adjusted for inflation; or (ii) hydraulic calculations demonstrate that the required water pressure cannot be provided without use of a pump; or (iii) a builder would otherwise be required to modify the architectural plans for a dwelling unit. Nothing in this Section 5.02 is intended to relieve Master Developer or a Designated Builder from any obligation to install automatic fire suppression systems in non-residential structures, which shall be provided as required by the Applicable Rules.

(c) Waiver of Permit, Inspection Fees. Master Developer and Designated Builders shall not be required to pay any cost or fee associated with the inspection of a fire suppression system required in Section (b) above. City shall use its best efforts to cause the LVVWD to waive any costs or fees associated with Master Developer and Designated Builders compliance with Section 5.02 (b), above.

(d) Establishment of a Fire Safe Community Program.

(i) Within 90 days of the Effective Date, City shall establish a Fire Safe Community Program (the "FSCP") similar to City's Green Building Program.

(ii) City shall promote the FSCP, and the fact that Master Developer and Designated Builders comply with the FSCP:

- 1) on all official City websites; and
- 2) in written materials that are available in all offices of the City that are open to the general public during normal business hours.

(iii) All websites and written material described in Section (ii) above shall contain a reference to a website provided by Master Developer where people can obtain information about the Community, the Master Developer and Designated Builders.

(iv) Within 90 days of City sending written notice to Master Developer that City has established the FSCP, Master Developer shall pay City \$50,000 towards the cost of City's obligations set forth in this Subsection(d).

5.03. Regional Transportation Center.

(a) Dedication of a Transit Center Site. Master Developer shall, at no cost to City or the RTC, dedicate up to two and one-half (2.5) gross acres of land to serve as a transit hub and transfer point for various bus routes. Such dedication shall be subject to a restriction that requires the RTC to allow, at no cost, at least one-half (1/2) acre of the RTC parcel to be used for parking facilities that serve both the RTC parcel and the Property. Master Developer shall construct Standard Improvements adjacent to the RTC parcel contemporaneous with the construction of adjacent Village Streets. The Transit Center shall be in the location shown on the Master Land Use Plan or in such alternate location approved by Master Developer, City and the RTC. So long as the alternative location is within the Town Center Mixed-Use district, an amendment to the Master Land Use Plan shall not be required. Master Developer is under no obligation to dedicate any land to the RTC other than as required herein.

(b) Design of the Regional Transportation Center. RTC shall design the Transit Center in accordance with the Design Guidelines, subject to the approval of Master Developer and City.

5.04 Police Services. Designated Builders shall pay City \$218 per residential unit for use in the construction of a Metro substation to serve the Community and the surrounding area. Such payment shall be made concurrent with the building permit issued for each residential unit.

SECTION SIX OPEN SPACE, PARKS, TRAILS AND RECREATION FACILITIES

6.01. Parks Agreement. There exists a Parks Agreement describing the Parties' responsibilities regarding the design, construction, ownership and maintenance responsibilities for the open space, parks, trails and other recreation amenities to be provided by Master Developer. Such agreement is attached hereto as Exhibit "D" and incorporated fully herein. The parties acknowledge that the Parks Agreement is a vital and integral part of this Agreement, and this Agreement would not have otherwise been approved and executed without the prior approval of the Parks Agreement by the City Council.

SECTION SEVEN PROJECT INFRASTRUCTURE IMPROVEMENTS

7.01. Conformance to Master Studies. Master Developer agrees to construct and dedicate to City or other governmental or quasi-governmental entity or appropriate utility company, all infrastructure necessary for the development of the Community as required by the Master Studies and this Agreement.

7.02. Acquisition of Rights-of-Way and Easements. City acknowledges that certain rights-of-way and easements outside the boundaries of the Property may be necessary for the construction of the necessary infrastructure improvements. City shall assist the Master Developer in obtaining the necessary rights-of-way, easements or other interests not owned by Master Developer necessary to construct the necessary infrastructure improvements. With regard to any necessary roadways and/or necessary drainage corridors that are proposed to abut or cross BLM lands, Master Developer shall submit all

required documentation to City to enable City to acquire the necessary rights from the BLM. City will accept and initiate processing these applications through the BLM upon submittal of the Master Studies and will diligently pursue approval of the applications in a timely manner. In the event any required rights-of-way, easements or other interests can not be obtained, City may allow a modification of the appropriate approved Master Study to permit development of the Community without such right-of-way, easements or other interest.

7.03. Water Supply. The Parties acknowledge that City currently has no role in the allocation of water to customers of the Las Vegas Valley Water District. If, however, City assumes any role in water allocation during the term of this Agreement, City agrees it will endeavor to allocate or cause to be allocated to the Community water in order that the development of the Community will continue uninterrupted. City and Master Developer will cooperate with the Las Vegas Valley Water District in granting over their respective properties reasonable easements or right-of-ways either On-Property or Off-Property necessary for the installation of water facilities to serve the development. Master Developer agrees to execute all Affidavits of Waiver and Consent forms required by City in order for water laterals and mains to be a part of any proposed special improvement districts.

7.04 Traffic Improvements.

(a) Obligation to Construct Village Streets solely on Master Developer. Master Developer is obligated to, and shall design and construct all Village Streets subject to Section 7.04 (b), as indicated in the Master Traffic Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Traffic Signal Improvements. Master Developer or Designated Builders shall comply with Ordinance 5644 (Bill 2003-94), as amended from time to time by the City. The City, pursuant to Ordinance 5644, will construct the traffic signals identified in the Master Traffic Study.

(c) Updates. If required by the Director of Public Works, Master Developer or a Designated Builder shall submit and receive conditional approval of an update of the Master Traffic Study or a Designated Builder site specific traffic impact analysis prior to the approval of the following land use applications: tentative map (residential or commercial); site development plan review (multi-family or commercial); parcel map; or special use permit, but only if the applications propose land use, density, or entrances that substantially deviate from the approved Master Study or the development differs substantially in the opinion of the City Traffic Engineer from the assumptions of the approved Master Traffic Study. Additional public right-of-way may be required to accommodate such changes.

(d) Construction Phasing. Master Developer shall submit a phasing plan and estimated sequence for all required On-Property and Off-Property street improvements as a part of the Master Traffic Study.

(e) Kyle Canyon Engineered Details. Design Guidelines shall include engineered details for each public street type, private street type, alley type, trail type, sidewalk type, path type or other roadways or pedestrian travel paths that differ from the City's Standard Drawings for the City's review and approval.

(f) Timing of Subdivision Improvements. Civil improvement plans for construction upon a Designated Builder Parcel may be submitted to Public Works after all of the following have occurred:

(i) conditional approval or concurrent with second submittal of a Technical Drainage Study for a Designated Builder Parcel;

(ii) if required by the Public Works Director, approval or concurrent with second submittal of a traffic study for a Designated Builder Parcel;

(iii) approval of a tentative map or site development plan review for the Designated Builder Parcel, as applicable; and

(iv) submittal for second review of the civil improvement plans to the City for the surrounding master infrastructure.

Surrounding master infrastructure civil improvement plans must be approved prior to approval of civil improvement plans for the Designated Builder Parcel.

7.05 Northern Beltway. Currently, the Property is encumbered by an irrevocable BLM Right-of-Way grant in favor of the City for the proposed Northern Beltway as depicted on Exhibit K (the "Existing ROW"). The Parties have agreed to a realignment of the proposed Northern Beltway (the "Northern ROW") and for the means by which the City shall acquire certain of the necessary rights-of-way for the Northern Beltway both within and outside the boundaries of the Property and for the abandonment by the City of the Existing ROW. Except as required by the Applicable Rules and the Master Studies, City shall not require the dedication of any easement, right-of-way or other interest for the Mountain Edge Parkway.

(a) The agreement of the parties as to the Northern ROW is as follows:

(i) Prior to the recordation of the Final Parent Map, certain real property necessary to construct the Northern ROW within Section 1 as depicted graphically, and identified by legal description by Exhibit ____ (the "Section 1 Land"), shall be dedicated to the City pursuant to one of two alternative identified herein at (insert subsection identifiers here).

(ii) Prior to the recordation of the Final Parent Map, certain parcels currently within the Providence Master Plan as depicted graphically, and identified by legal description by Exhibit ____ (the "Providence Land"), shall be dedicated to the City. The Providence Land will be dedicated free of any debt encumbrances, and subject only to standard title exceptions acceptable to the City.

(iii) The Parties acknowledge that on the Parent Tentative Map, the Master Developer will identify for dedication to the City all real property necessary to construct the Northern ROW within the boundaries of the Property as depicted graphically, and identified by legal description by Exhibit ____ (the "On-Property Land").

(iv) Within thirty (30) days after the Effective Date, the City shall file an action to vacate the Existing ROW. Such vacation shall not record until such time as the dedication of the Section 1 Land and the Providence Land to the City, and the recordation of the Final Parent Map conveying the On-Property Land to the City, are complete.

(v) In any event the Existing ROW shall not be vacated until the Section 1 Land, the Providence Land and the On-Property Land are dedicated to the City as set forth herein. In the unforeseen event that the Section 1 Land, the Providence Land and the On-Property Land are ultimately not dedicated to the City for any reason, the parties acknowledge the necessity to amend the Agreement to accomplish an amendment of the Land Use Master Plan to properly include the Existing ROW within the Property.

(vi) The Master Developer acknowledges, for itself, and on behalf of any Designated Builders, that the City will process, but will abey consideration of, any Tentative Subdivision Map, Site Development Plan Review or other approval that could result in the issuance of a building permit for parcels that lie within the Existing ROW until such time as the Section 1 Land, the Providence Land and the On-Property Land are dedicated to the City.

(vii) The City shall not bear any escrow fees, title insurance premiums or other costs related to the dedication of the Section 1 Land, the Providence Land or the On-Property Land.

(b) With regard to the dedication of the Section 1 Land, there are two alternatives:

(i) Alternate 1. As to the dedication of the Section 1 Land, the land will be dedicated free of any debt encumbrances, and subject only to standard title exceptions acceptable to the City.

(ii) Alternate 2. Alternatively, the Section 1 Land may be dedicated subject only to standard title exceptions acceptable to the City and to encumbrances for debt existing as of the Effective Date ("Debt Encumbrances"), and such dedication shall be accepted by the City only upon the following terms:

1) Along with the dedication, an Irrevocable Letter of Credit in favor of the City and the Debt lien holders will be provided to the City, issued by a commercial bank acceptable to the City (the "LOC");

2) The LOC will be in the amount of the Debt Encumbrances, plus related expenses in an amount acceptable to the City. If the debt lien holders acknowledge by agreement that the amount of the LOC will satisfy all amounts due and owing for the Section 1 Land, the City shall accept the amount of the LOC offered. The LOC will allow the City or the Debt lien holders to draw upon the LOC to extinguish the Debt Encumbrances, should there be an uncured default under the loan agreements that underlie the Debt Encumbrances, or an uncured default in the terms of this Section;

3) An agreement the terms and provisions of which are acceptable to the City, will be provided to the City, which will be executed by the Debt lien holders and the Section 1 land owners, which acknowledges the dedication and the terms under which the City is accepting the dedication subject to the Debt Encumbrances. The lender agreement will provide that all notices sent by the Debt lien holders to the debtors related to the Section 1 Land will be copied to the City, and that the loan agreements cannot and shall not be amended or modified without the prior, express approval of the City Council. The lender agreement will further provide that, upon receipt of the full payment in an amount equal to the LOC, the Debt Encumbrances will be fully released regardless of whether the amount of the LOC is sufficient to cover all the debt, expenses and/or other obligations of the Section 1 Land owners to the lenders, and it will provide that the Debt lien holders acknowledge and accept that the City may construct public infrastructure improvements upon the Section 1 Land prior to the full satisfaction of the Debt Encumbrances; and

4) The loans underlying the Debt Encumbrances will be fully paid within five (5) years of the date of the dedication, resulting in a full extinguishment of the Debt Encumbrances.

7.06 Other Roadway Improvements.

(a) Kyle Canyon Interchange. City shall complete construction of the Kyle Canyon/US-95 interchange in substantial conformance with a design acceptable to the Parties. City shall use its best efforts to complete such construction within 48 months of the Parties agreeing on a design. Master Developer shall pay City \$10 million dollars for the construction of the interchange within 60 days of notification from the City that the design is complete in a manner sufficient to bid the project.

(b) Horse Drive Interchange. City shall use its best efforts to complete construction of the Horse Drive/US-95 interchange within 30 months of the Effective Date.

(c) Hualapai Interchange. Parties will cooperate in:

(i) requesting that Clark County prioritize construction of appropriate improvements to the Hualapai/215 interchange; and

- (ii) obtaining any available federal, state, RTC or Clark County funding for such construction.

(d) Hualapai/Horse Connector. Master Developer shall dedicate with the Parent Final Map the right-of-way for, and shall construct the improvements depicted in, the Design Guidelines as DG-S-A1 and DG-S-A2.

7.07 Flood Control.

(a) Obligation to Construct Flood Control Facilities solely on Master Developer. Master Developer shall design and construct flood control facilities that are identified as Master Developer's responsibility in the Master Drainage Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.

(b) Other Governmental Approvals. The Clark County Regional Flood Control District, the Nevada Department of Transportation and any other state or federal agencies, as required, shall approve the Master Drainage Study prior to final approval from City. Clark County Department of Development Services shall receive a copy of the Master Drainage Study and shall have the opportunity to comment.

(c) Updates. The Director of Public Works may require an update to the Master Drainage Study or Master Technical Study as a condition of approval of the following land use applications: tentative map, residential or commercial; site development plan review, multifamily or commercial; or parcel map. The update must be approved prior to the approval of any construction drawings and the issuance of any final grading permits. An update to the exhibit in the approved Master Drainage Study depicting proposed development phasing in accordance with the Development Agreement shall be submitted for approval by the Flood Control Section.

(d) Regional Flood Control Facility Construction by Master Developer. The Master Developer agrees to design and substantially complete the County Regional Flood Control District facilities as defined in the Master Drainage Study pursuant to the Regional Flood Control District 2002 Master Plan Update prior to the final inspection of the first unit within each area protected by the appropriate drainage facility.

An interim drainage facility in lieu of the permanent regional facility could be considered acceptable for the Las Vegas Wash – Moccasin (LVMO 0000) facility. Additionally, those facilities that will be in the Mountain Edge Parkway alignment (right-of-way) will be interim drainage facilities. Interim drainage facilities shall be maintained in accordance with Sections 4.01 and 4.04 of this Agreement.

If required by the Master Drainage Study or technical drainage studies, the above facilities or portions thereof shall be constructed prior to issuance of any building permits for affected downstream units or alternate flood protection or mitigation acceptable to City must be provided.

(e) Construction Phasing. Master Developer shall submit a phasing and sequencing plan for all drainage improvements within the Community as a part of the Master Drainage Plan. The phasing plan and schedule must clearly identify drainage facilities (interim or permanent) necessary prior to permitting any downstream units for construction.

SECTION EIGHT SPECIAL IMPROVEMENT DISTRICT

8.01 City agrees to consider and, if appropriate, process and facilitate, with due diligence, any applications made by Master Developer for the creation of a special improvement district. If a request to create a special improvement district is made by Master Developer, the Parties agree to utilize the City's Master Developer Special Improvement District Guidelines, which are attached hereto at Exhibit "E." The Parties agree that nothing contained in this Section or elsewhere in this Agreement constitutes in any way a pre-approval or authorization of any such special improvement district and any special improvement district must be processed and approved pursuant to State law and the Applicable Rules.

SECTION NINE REVIEW OF DEVELOPMENT

9.01 Frequency of Reviews. As provided by NRS Chapter 278, Master Developer shall appear before the City Council to review the development of the Community. The Parties agree that the first review occur no later than eleven (11) months after the Effective Date of this Agreement, and again at least annually on the anniversary date of that first review thereafter, or as otherwise requested by City

upon fourteen (14) days written notice to Master Developer. For any such review, Master Developer shall provide, and City shall review, a report submitted by Master Developer documenting the extent of Master Developer's and City's material compliance with the terms of this Agreement during the preceding period.

The report shall contain information regarding the progress of development within the Community, including, without limitation:

- (a) data showing the total number of residential units built and approved on the date of the report;
- (b) specific densities within each subdivision and within the Community as a whole; and
- (c) the status of development within the Community and the anticipated phases of development for the next calendar year.

In the event Master Developer fails to submit such a report within thirty (30) days following written notice from City that the deadline for such a report has passed, Master Developer shall be in default of this provision and City shall prepare such a report and conduct the required review in such form and manner as City may determine in its sole discretion. City shall charge Master Developer for its reasonable expenses, fees and costs incurred in conducting such review and preparing such report. If at the time of review an issue not previously identified in writing is required to be addressed, the review at the request of either party may be continued to afford reasonable time for response.

9.02 Opportunity to be heard. The report required by this Section shall be considered solely by the City Council. Master Developer shall be permitted an opportunity to be heard orally and in writing before the City Council regarding performance of the parties under this Agreement. The Director of Planning may, in her discretion, provide copies of the report to members of City's Planning Commission for their information and use.

9.03 Action by the City Council. At the conclusion of the public hearing on the review, the City Council may take any action permitted by NRS 278.0205 and/or this Agreement.

SECTION TEN DEFAULT

10.01 Opportunity to Cure; Default. In the event of any noncompliance with any provision of this Agreement, the Party alleging such noncompliance shall deliver to the other by certified mail a ten (10) day notice of default and opportunity to cure. The time of notice shall be measured from the date of receipt of the certified mailing. The notice of noncompliance shall specify the nature of the alleged noncompliance and the manner in which it may be satisfactorily corrected, during which ten (10) day period the party alleged to be in noncompliance shall not be considered in default for the purposes of termination or institution of legal proceedings.

If the noncompliance cannot reasonably be cured within the ten (10) day cure period, the non-compliant Party may timely cure the noncompliance for purposes of this Section 10 if it commences the appropriate remedial action within the ten (10) day cure period and thereafter diligently prosecutes such action to completion within a period of time acceptable to the non-breaching Party. If no agreement between the Parties is reached regarding the appropriate timeframe for remedial action, the cure period shall not be longer than thirty (30) days from the date the ten (10) day notice of noncompliance and opportunity to cure was mailed to the non-compliant Party.

If the noncompliance is corrected, then no default shall exist and the noticing party shall take no further action. If the noncompliance is not corrected within the relevant cure period, the non-complaint party is in default, and the party alleging non-compliance may declare the breaching party in default and elect any one or more of the following courses.

- (a) Option to Terminate. After proper notice and the expiration of the above-referenced period for correcting the alleged noncompliance, the party alleging the default may give notice of intent to amend or terminate this Agreement as authorized by NRS Chapter 278. Following any such notice of

intent to amend or terminate, the matter shall be scheduled and noticed as required by law for consideration and review solely by the City Council.

(b) Amendment or Termination by City. Following consideration of the evidence presented before the City Council and a finding that a default has occurred by Master Developer and remains uncorrected, City may amend or terminate this Agreement. Termination shall not in any manner rescind, modify, or terminate any vested right in favor of Master Developer, as determined under the Applicable Rules, existing or received as of the date of the termination. Master Developer shall have twenty-five (25) days after receipt of written notice of termination to institute legal action pursuant to this Section to determine whether a default existed and whether City was entitled to terminate this Agreement.

(c) Termination by Master Developer. In the event City substantially defaults under this Agreement, Master Developer shall have the right to terminate this Agreement after the hearing set forth in this Section. Master Developer shall have the option, in its discretion, to maintain this Agreement in effect, and seek to enforce all of City's obligations by pursuing an action pursuant to Section 10.03.

10.02. Unavoidable Delay; Extension of Time. Neither party hereunder shall be deemed to be in default, and performance shall be excused, where delays or defaults are caused by war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, or acts of God. If written notice of any such delay is given to one party or the other within thirty (30) days after the commencement thereof, an automatic extension of time, unless otherwise objected to by the party in receipt of the notice within thirty (30) days of such written notice, shall be granted coextensive with the period of the enforced delay, or longer as may be required by circumstances or as may be subsequently agreed to between City and Master Developer. Any such extensions of time shall have no effect upon the timing of and the conclusions reached in the reviews to be conducted pursuant to Section 9 above.

10.03. Limitation on Monetary Damages. City and the Master Developer agree that they would not have entered into this Agreement if either were to be liable for monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement. Accordingly, City and Master Developer may pursue any course of action at law or in equity available for breach of contract, except that neither Party shall be liable to the other or to any other person for any monetary damages based upon a breach of this Agreement or any other allegation or cause of action based upon or with respect to this Agreement.

10.04. Venue. Jurisdiction for judicial review under this Agreement shall rest exclusively with the Eight Judicial District Court, County of Clark, State of Nevada or the United States District Court, District of Nevada.

10.05. Waiver. Failure or delay in giving notice of default shall not constitute a waiver of any default. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies in respect of any default shall not operate as a waiver of any default or any such rights or remedies, or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any of its rights or remedies.

10.06. Applicable Laws; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Each party shall bear its own attorneys' fees and court costs in connection with any legal proceeding hereunder.

SECTION ELEVEN GENERAL PROVISIONS

11.01. Duration of Agreement. The Term of this Agreement shall commence upon the Effective Date and shall expire on the twentieth (20th) anniversary of the Effective Date, unless terminated earlier pursuant to the terms hereof. City agrees that the Master Developer shall have the right to request extension of the Term of this Agreement for an additional five (5) years upon the following conditions:

- (a) Master Developer provides written notice of such extension to City at least one hundred-eighty (180) days prior to the expiration of the original Term of this Agreement;
- (b) Master Developer is not in default of this Agreement; and
- (c) Master Developer and City enter into an amendment to this Agreement memorializing the extension of the Term.

11.02. Assignment.

(a) To a Third Party. Assignment or a transfer of rights or obligations under this Agreement to a third person other than as provided herein is not a contemplated transaction under this Agreement. Master Developer shall not sell or transfer any or all of its rights or obligations under this Agreement to a third person other than as provided herein without the approval of the City Council and any such transfer is an immediate default of this Agreement notwithstanding the cure provisions of Section Ten. Any cumulative swap, trade, sale or other transfer of more than thirty-three percent (33%) of the ownership interests of Master Developer entity to a third person not otherwise contemplated by this Agreement, shall be considered a transfer of rights or obligations under this Agreement that requires City Council approval as provided above.

(b) To an Affiliate of Master Developer. Except as otherwise provided by Section 11.02(c), below, the rights of the Master Developer under this Agreement may be freely transferred or assigned to an Affiliate of the Master Developer provided that such entity shall assume in writing all obligations of the Master Developer hereunder.

(c) Transfer Not to Relieve the Master Developer of its Obligation. Except as expressly provided herein, no assignment or transfer of any portion of the Property shall relieve Master Developer of its obligations hereunder, and such assignment or transfer shall be subject to all of the terms and conditions of this Agreement, provided, however, that no such transferee shall be deemed to be the Master Developer hereunder. This Section shall have no effect upon the validity of obligations recorded as covenants, conditions, restrictions or liens against parcels of real property.

(d) In Connection with Financing Transactions. Master Developer has full and sole discretion and authority to encumber the Property or portions thereof, or any improvements thereon, in connection with financing transactions, without limitation to the size or nature of any such transaction, the amount of land involved or the use of the proceeds therefrom, and may enter into such transactions at any time and from time to time without permission of or notice to City. All such financing transactions shall be subject to the terms and conditions of this Agreement.

11.03 Indemnity; Hold Harmless. Except as expressly provided in this Agreement, the Master Developer shall hold City, its officers, agents, employees, and representatives harmless from liability for damage or claims for damage for personal injury, including death and claims for property damage which may arise from the direct or indirect operations of Master Developer or those of its contractors, subcontractors, agents, employees, or other persons acting on Master Developer's behalf which relate to the development of the Community. Master Developer agrees to and shall defend City and its officers, agents, employees, and representatives from actions for damages caused or alleged to have been caused by reason of Master Developer's activities in connection with the development of the Community. Master Developer agrees to indemnify, hold harmless, and provide and pay all costs and attorneys fees for a defense for City in any legal action filed in a court of competent jurisdiction by a third party alleging any such claims or challenging the validity of this Agreement. The provisions of this Section shall not apply to the extent such damage, liability, or claim is proximately caused by the intentional or negligent act of City, its officers, agent, employees, or representatives. This section shall survive any termination of this Agreement.

11.04. Binding Effect of Agreement. Subject to Section 11.02, the burdens of this Agreement bind, and the benefits of this Agreement inure to, the Parties' respective assigns and successors-in-

interest and the property which is the subject of this Agreement.

11.05 Relationship of Parties. It is understood that the contractual relationship between City and Master Developer is such that Master Developer is not an agent of City for any purpose and City is not an agent of Master Developer for any capacity.

11.06 Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or mailed by certified mail postage prepaid, return receipt requested. Notices shall be addressed as follows:

To City: City of Las Vegas
400 Stewart Avenue
Las Vegas, Nevada 89101
Attention: City Manager
Attention: Director of Planning

To Owner: Kyle Acquisition Group, LLC
3455 Cliff Shadows Parkway
Suite 220
Las Vegas, Nevada 89129
Attention: Chief Operating Officer

Either Party may change its address by giving notice in writing to the other and thereafter notices, demands and other correspondence shall be addressed and transmitted to the new address. Notices given in the manner described shall be deemed delivered on the day of personal delivery or the date delivery of mail is first attempted.

11.07 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all of any part of the subject matter hereof.

11.08 Waivers. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate officers of Master Developer or approved by the City Council, as the case may be.

11.09 Recording; Amendments. Promptly after execution hereof, an executed original of this Agreement shall be recorded in the Official Records of Clark County, Nevada. All amendments hereto must be in writing signed by the appropriate officers of City and Master Developer in a form suitable for recordation in the Official Records of Clark County, Nevada. Upon completion of the performance of this Agreement, a statement evidencing said completion, shall be signed by the appropriate officers of the City and Master Developer and shall be recorded in the Official Records of Clark County, Nevada. A revocation or termination shall be signed by the appropriate officers of the City or Master Developer and shall be recorded in the Official Records of Clark County, Nevada.

11.10 Headings; Exhibits; Cross References. The recitals, headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All exhibits attached to this Agreement are incorporated herein by the references contained herein. Any term used in an exhibit hereto shall have the same meaning as in this Agreement unless otherwise defined in such exhibit. All references in this Agreement to sections and exhibits shall be to sections and exhibits to this Agreement, unless otherwise specified.

11.11 Release. Each residential lot shown on a recorded Subdivision Map within the Community shall be automatically released from the encumbrance of this Agreement without the necessity of executing or recording any instrument of release upon the issuance of a building permit for the construction of a residence thereon.

11.12 Severability of Terms. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect, provided that the invalidity, illegality or unenforceability of such terms does not materially impair the Parties' ability to consummate the transactions contemplated hereby. If any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall, if possible, amend this Agreement so as to affect the original intention of the Parties.

11.13 Exercise of Discretion. Wherever a Party to this Agreement has discretion to make a decision, it shall be required that such discretion be exercised reasonably unless otherwise explicitly provided in the particular instance that such decision may be made in the Party's "sole" or "absolute" discretion or where otherwise allowed by applicable law..

11.14 No Third Party Beneficiary. This Agreement is intended to be for the exclusive benefit of the parties hereto and their permitted assignees. No third party beneficiary to this Agreement is contemplated and none shall be construed or inferred from the terms hereof. In particular, no person purchasing or acquiring title to land within the Community or residing in the Community shall, as a result of such purchase, acquisition or residence, have any right to enforce any obligation of Master Developer or City nor any right or cause of action for any alleged breach of any obligation hereunder by either party hereto.

11.15 Gender Neutral. In this Development Agreement (unless the context requires otherwise), the masculine, feminine and neutral genders and the singular and the plural include one another.

In Witness Whereof, this Agreement has been executed by the parties on the day and year first above written.

CITY:

OWNER:

CITY COUNCIL, CITY OF LAS VEGAS

KYLE ACQUISITION GROUP, LLC

By: _____

Oscar B. Goodman, Mayor

By: _____

Name: _____

Approved as to Form: _____

Title: _____

Deputy City Attorney

SUBSCRIBED AND SWORN TO before me

on this _____ day of _____,
200____.

Attest:

City Clerk

Notary Public in and for said County and State

By: _____

Beverly Bridges, Acting City Clerk

KYLE CANYON DEVELOPMENT AGREEMENT

EXHIBITS

Exhibit "A"	Property Description
Exhibit "B"	Development Phases
Exhibit "C"	Impact Statement
Exhibit "D"	Parks Agreement (contained in separate volume)
Exhibit "E"	Developer Special Improvement Guidelines
Exhibit "F"	Residential Land Use Table and Planning Area Map
Exhibit "G"	Drainage, Traffic and Wastewater Master Studies (on disk)
Exhibit "H"	Section 1 Land
Exhibit "I"	Providence Land
Exhibit "J"	Mountain Edge Parkway Dedication
Exhibit "K"	Kyle Canyon Interchange Design
Exhibit "L"	Initial Hualapai/Horse Connector Design
Exhibit "M"	Potential Future Hualapai/Horse Connector Design

EXHIBIT A
TO THE KYLE CANYON DEVELOPMENT AGREEMENT
PROPERTY DESCRIPTION

EXHIBIT A
TO THE KYLE CANYON DEVELOPMENT AGREEMENT

PROPERTY DESCRIPTION

125-06-001-001
125-06-001-002

125-06-002-001
125-06-002-002
125-06-002-003
125-06-002-007
125-06-002-009

125-06-099-001
125-06-099-002
125-06-099-012

125-07-101-001
125-07-101-002
125-07-201-001
125-07-201-002
125-07-301-001
125-07-301-002
125-07-401-001
125-07-401-002
125-07-501-001
125-07-602-001
125-07-602-002

126-12-000-001

EXHIBIT B
TO THE KYLE CANYON DEVELOPMENT AGREEMENT
DEVELOPMENT PHASES



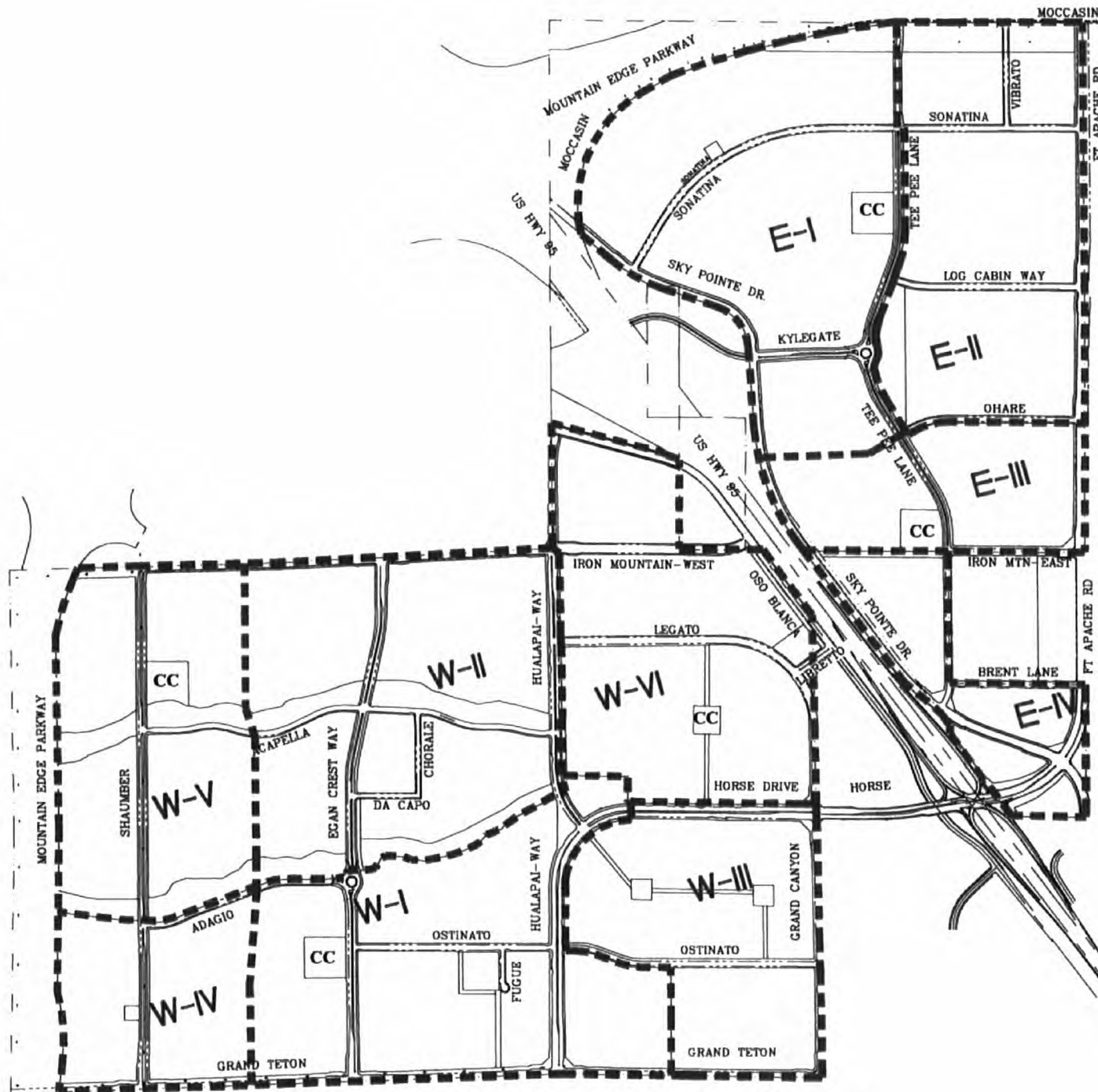
SCALE HTS

LEGEND

---- PHASE LINE

W-V PHASE

CC COMMUNITY CENTER



KYLE CANYON DEVELOPMENT PHASES

EXHIBIT C
TO THE KYLE CANYON DEVELOPMENT AGREEMENT
IMPACT STATEMENT

CITY OF LAS VEGAS
PLANNING AND DEVELOPMENT DEPARTMENT

ENVIRONMENTAL IMPACT ASSESSMENT

Pursuant to Las Vegas Municipal Code (LVMC) Section 19.18.010(E) and Ordinance No. 5477 (May 1, 2002), the City of Las Vegas has determined that your project is subject to a Development Impact Notice and Assessment (DINA) and/or meets the criteria for a Project of Regional Significance as established by the Southern Nevada Regional Policy Plan.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project. The Environmental Impact Assessment forms attached herein must be prepared for each factor* and submitted for evaluation.

✓	1	Project Description
✓	2	Transportation and Traffic
✓	3	Schools
✓	4	Emergency Services
✓	5	Housing
✓	6	Mass Transit
✓	7	Open Space and Recreation
✓	8	Hydrology
✓	9	Water Quality
✓	10	Utilities and Service System

* Bold question numbers denote minimum NRS requirements

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

Applicant Information

The following Environmental Impact Assessment is being submitted for consideration for the proposed project known as Kyle Canyon Master Plan, located between Moccasin Rd. and Grand Teton Dr. and North Fort Apache and Puli Rd..

This document is being prepared by:

Company Name: Moser Architecture Studio
Address: 3425 Cliff Shadows Pkwy.
Suite 150
Las Vegas, NV, 89129

Contact Person:

Name: Betty Casey
Title: Project Manager
Telephone: 702-693-4280
Fax: 702-939-8460
E-mail: betty@moserarchitecture.com

I certify that the statements made by me on this Environmental Impact Assessment represent my best professional judgment and are, to the best of my knowledge, true and complete and correct. I understand that any misrepresentation or material omission of fact on this document may be considered as constituting grounds for an incomplete application and may uphold processing of the application until complete information is provided.

Signature: _____

Date: _____

Name: Betty Casey
Title: Project Manager

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

1 Project Description

- 1.a Project title: Kyle Canyon Master Plan
- 1.b Application #:
- 1.c Project location: Bordered by Moccasin Rd. to the north, Grand Teton to the south, N. Fort Apache on the east and Puli Rd. on the west.

- 1.d Project sponsor
- Name: Kyle Acquisition Group, LLC
- Address: 3455 Cliff Shadows Pkwy., Suite 220
- Telephone: 702-242-4949

- 1.e G. P. designation: Traditional Neighborhood Development

- 1.f Zoning: U and R-E

- 1.g Project description:

Total site acreage: 1,712

i) Residential

Total units: 16,000 maximum

FAR per Lot: Varies

Lot Coverage per Lot: Varies

ii) Hospitality

Total rooms: 61 acres designated for Casino Complex

Total entertainment: 155,000 s.f.

iii) Commercial

Total S.F.: 30 acres designated for Mixed use commercial development

Total FAR: Varies

Total Lot Coverage: Varies

- 1.h Briefly describe the project's surrounding land use and setting:

North: (PD) Undeveloped

East: (R-PD) Single Family Residential

South: (PD) Undeveloped

West: (RC) Red Rock Conservation

- 1.i Project narrative (Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach exhibits if necessary):

ENVIRONMENTAL IMPACT ASSESSMENT

Narrative: The Kyle Canyon Master Development Plan comprises approximately 1,712 acres of land. The project is planned for a range of single, cluster and multi-family residential uses, as well as mixed use urban centers and commercial, resort and casino uses. The Master Development Plan also contains sites designated for parks, trails, community center, school, and other public facility uses.

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

2 Transportation and Traffic

- 2.a Would the project include adequate emergency access pursuant to LVMC Fire and emergency response requirements?

Explain: Yes. The Development Agreement provides for adequate police and fire protection.

- 2.b Would the project provide adequate parking pursuant to LVMC parking requirements?

Explain: Yes, the project shall provide adequate parking for the proposed development.

- 2.c Would the project potentially increase hazards due to a design feature (e.g., sharp curves, dangerous intersection) or incompatible uses (e.g., commercial heavy equipment)?

Explain: No. The proposed facility would not increase hazards due to a design feature or incompatible uses.

- 2.d Would the site have sufficient access to streets and highways, adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed project?

Explain: Yes. The site shall have access to Horse Drive, Grand Teton Drive, Grand Canyon Drive, and Hualapai Way. When fully improved, these roadways shall have the capacity to accommodate the traffic generated by this project

- 2.e Insert a Table (attach additional sheets if necessary), indicating the number of vehicle trips that the proposal will generate, estimated by applying to the proposal the average trip rates for the peak days and hours established by the Institute of Transportation Engineers (or its successor).

Table: Tables follow on pages 6 through 9.

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

TRIP GENERATION ITE CODE 820 SHOPPING CENTER	
1,306,800 SQUARE FEET	
AM PEAK HOUR	
Average Rate = 1.03 Trips per 1,000 Square Feet	
$T = (1.03)(1,306.800)$	
$T = 1,346.01$ or 1,347 Trips	
<u>61% Entering</u> 822 Trips	<u>39% Exiting</u> 525 Trips
PM PEAK HOUR	
Average Rate = 3.75 Trips per 1,000 Square Feet	
$T = (3.75)(1,306.800)$	
$T = 4,900.5$ or 4,901 Trips	
<u>48% Entering</u> 2,352 Trips	<u>52% Exiting</u> 2,549 Trips
WEEKDAY	
Average Rate = 42.94 Trips per 1,000 Square Feet	
$T = (42.94)(1,306.800)$	
$T = 56,113.99$ or 56,114 Trips	

TRIP GENERATION ITE CODE 210 SINGLE-FAMILY DETACHED HOUSING 7,700 DWELLING UNITS	
AM PEAK HOUR	
$T = 0.70(X) + 9.43$	
$T = 0.70(7,700) + 9.43$	
$T = 5,399.43$ or 5,400 Trips	
<u>25% Entering</u> 1,350 Trips	<u>75% Exiting</u> 4,050 Trips
PM PEAK HOUR	
$\ln(T) = 0.90 \ln(X) + 0.53$	
$\ln(T) = 0.90 \ln(7,700) + 0.53$	
$T = 5,345.86$ or 5,346 Trips	
<u>63% Entering</u> 3,368 Trips	<u>37% Exiting</u> 1,978 Trips

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

WEEKDAY
$\ln(T) = 0.92 \ln(X) + 2.71$ $\ln(T) = 0.92 \ln(7,700) + 2.71$ $T = 56,560.01 \text{ or } \mathbf{56,561 \text{ Trips}}$

TRIP GENERATION ITE CODE 230 RESIDENTIAL CONDOMINIUM/TOWNHOUSE 4,650 DWELLING UNITS	
AM PEAK HOUR	
$\ln(T) = 0.80 \ln(X) + 0.26$ $\ln(T) = 0.80 \ln(4,650) + 0.26$ $T = 1,113.98 \text{ or } \mathbf{1,114 \text{ Trips}}$	
<u>17% Entering</u> 189 Trips	<u>83% Exiting</u> 925 Trips
PM PEAK HOUR	
$\ln(T) = 0.82 \ln(X) + 0.32$ $\ln(T) = 0.82 \ln(4,650) + 0.32$ $T = 1,400.51 \text{ or } \mathbf{1,401 \text{ Trips}}$	
<u>67% Entering</u> 939 Trips	<u>33% Exiting</u> 462 Trips
WEEKDAY	
$\ln(T) = 0.85 \ln(X) + 2.55$ $\ln(T) = 0.85 \ln(4,650) + 2.55$ $T = 16,779.77 \text{ or } \mathbf{16,780 \text{ Trips}}$	

TRIP GENERATION ITE CODE 220 APARTMENT 4,650 DWELLING UNITS
--

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

AM PEAK HOUR	
$T = 0.49(X) + 3.73$	
$T = 0.49(4,650) + 3.73$	
$T = 2,282.23$ or 2,283 Trips	
<u>20% Entering</u> 457 Trips	<u>80% Exiting</u> 1,826 Trips
PM PEAK HOUR	
$T = 0.55(X) + 17.65$	
$T = 0.55(4,650) + 17.65$	
$T = 2,575.15$ or 2,576 Trips	
<u>65% Entering</u> 1,674 Trips	<u>35% Exiting</u> 902 Trips
WEEKDAY	
$T = 6.01(X) + 150.35$	
$T = 6.01(4,650) + 150.35$	
$T = 28,096.85$ or 28,097 Trips	

TRIP GENERATION	
RESORT CORRIDOR HOTEL/CASINO	
1,500 HOTEL ROOMS	
150,000 SQUARE FOOT CASINO	
AM PEAK HOUR	
$T = 0.168(X_1) + 4.583(X_2) + 107.789$	
$T = 0.168(464) + 4.583(155.000) + 107.789$	
$T = 892.394$ or 893 Trips	
<u>59% Entering</u> 527 Trips	<u>41% Exiting</u> 366 Trips
PM PEAK HOUR	
$T = 0.290(X_1) + 9.780(X_2)$	
$T = 0.290(464) + 9.780(155.000)$	
$T = 1,651$ Trips	
<u>48% Entering</u> 492 Trips	<u>52% Exiting</u> 859 Trips
WEEKDAY	
$T = \text{PM PEAK HOUR}/0.10$	

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$T = 1,651/0.10$
T = 16,510 Trips
Where X_1 = Number of Hotel Rooms
X_2 = Casino Square Footage in Thousands

TOTAL TRIPS	
AM PEAK HOUR	
Entering 3,345 Trips	Exiting 5,866 Trips
PM PEAK HOUR	
Entering 8,825 Trips	Exiting 6,750 Trips
WEEKDAY	
174,062 Trips	

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3 Schools

3.a What is the total number of proposed residential units?

Conventional units: 16,000 max.

Age-restricted units: 0

3.b Based upon the student generation factors utilized by Clark County School District¹ what is the estimated number of pupils generated by the proposal which will be added to the enrollment of each of the following:

Elementary School

School name: Proposed (see land use map)

Distance from site²: N/A

Number of pupils: 3,920

Junior High/Middle School

School name: Proposed (see land use map)

Distance from site²: N/A

Number of pupils: 1,968

High School

School name: Proposed (see land use map)

Distance from site²: N/A

Number of pupils: 2,192

¹ See Exhibit I

² Attach a map indicating the primary route/distance from the proposed project main entry point to the school main access point.

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FIGURE 2-1 KYLE CANYON LAND USE PLAN

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

4 Emergency Services

- 4.a** Provide the distance from the site of the proposal to the nearest facilities from which firefighting, police and emergency services will be provided, including without limitation, facilities of a local government that are planned but not yet constructed, and facilities that have been included in a local government's plan for capital improvements prepared pursuant to NRS 278.0226.

Fire

Name of the facility: Fire Station 41- City of Las Vegas
Existing/proposed: Existing
Distance from site³: 4.51 miles

Police

Name of the facility: Northwest Area Command
Existing/proposed: Existing
Distance from site³: 12.14 miles

Emergency Services

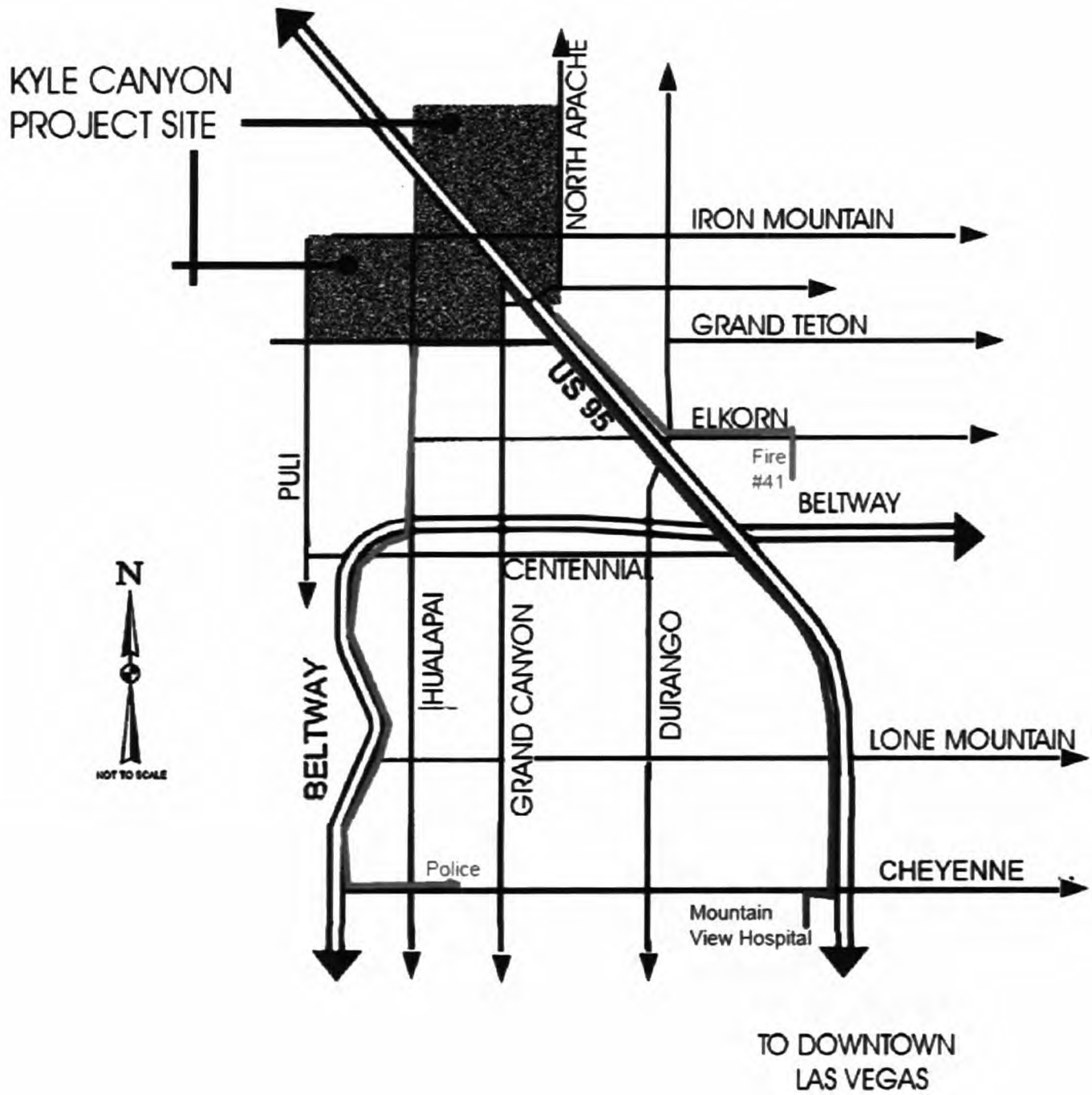
Name of the facility: Mountain View Hospital
Existing/proposed: Existing
Distance from site³: 8.67 miles

- 4.b** Would the project result in increase for emergency services in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Explain: The project would not produce demand for additional emergency services during the initial development stages. Over time, additional fire services may need to be provided. Police services come from the Northwest Area Command and emergency services would currently be provided from Mountain View Hospital. These may need to be augmented in the future. However, land for new emergency services has been accounted for in civic parcels noted on the Land Use Plan.

³ Attach a map indicating the primary route/distance from the proposed project main entry point to the firefighting, police, and emergency services main access point.

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5 **Housing**

- 5.a Would the proposed project conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, rural preservation area, or zoning ordinance)?

Explain: No, the current land use is consistent with the proposed project. The site currently has an existing planned development on the east border. This master plan will be a comprehensive guide to aid all builders and the city in creating an beautiful and efficient use of the land.

- 5.b Would the project displace or eliminate existing housing?

Explain: No. The site is currently undeveloped and will not displace any existing housing.

- 5.c What are the project characteristics, in terms of:

Density: Varies

Height: Varies

Gated community: partialy

Housing Type: All types

Home ownership: Partially

- 5.d Provide a brief statement setting forth the anticipated effects of the proposal on housing.

Explain: The proposal will not affect the housing surrounding the site. It will provide living units for many people looking for housing options in a innovative and comprehensive community.

City of Las Vegas
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6 Mass Transit

- 6.a Provide the distance from the site of the proposal to the nearest mass transit loading point.

Line number/name: Route 405 - Northwest Circulator

Location: Target Center stop at US 95 and Buffalo

Distance from site⁴: 4 miles

- 6.b Would the project result in change to the existing mass transit route, creation of a new line, or new loading points?

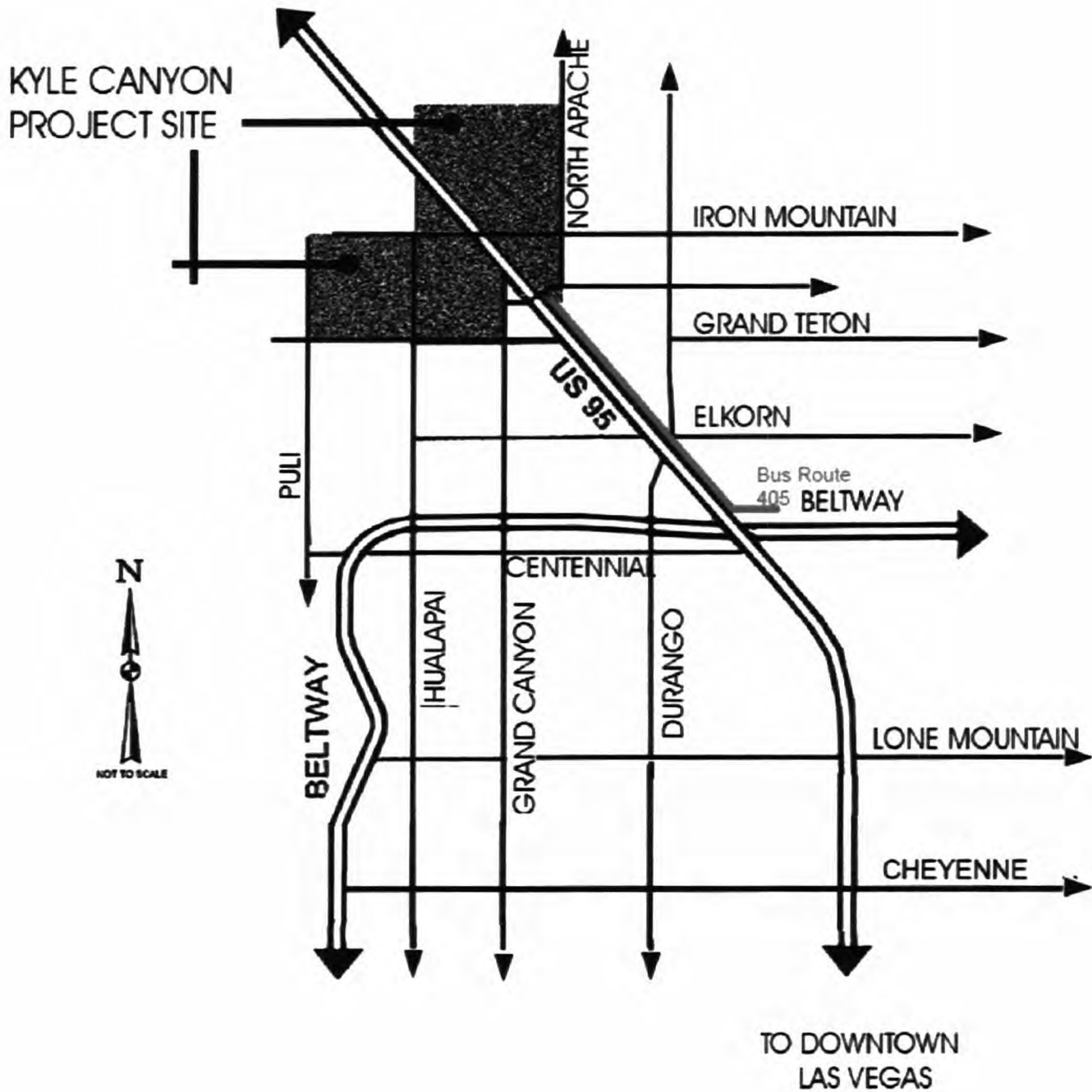
Explain: No, this project is not expected to require a new bus route. However, as the bus system continues to expand, routes may be added that serve this project.

- 6.c Provide a brief statement setting forth the anticipated effects of the proposal on mass transit.

Explain: This project is not expected to have an effect on the bus system since service is not currently provided to this area.

⁴ Attach a map indicating the primary pedestrian route/distance from the proposed project main entry point to the nearest mass transit.

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7 Open Space and Recreation

- 7.a Provide the distance from the site of the proposal to the nearest existing⁵ or planned⁶ (as identified by the City of Las Vegas Master Plan – Parks Element, 2000) recreation area as follows:

Neighborhood Park

Park name: Various internal Parks

Location: See land use map

Distance from site⁷: n/a

Community Park

Park name: Proposed Park Jones and Iron Mountain

Location: Jones and Iron Mountain

Distance from site⁷: 8 miles

Regional Park

Park name: Proposed Park Jones and Iron Mountain

Location: Jones and Iron Mountain

Distance from site⁷: 8 miles

- 7.b Based upon 1990 US Census population table⁸, what would be the total population generated by the proposed project?

Explain: The exact breakdown of multi family and single family homes has not been determined. The development will have a maximum of 16,000 units that could create a maximum population of 36,480.

- 7.c How much public parkland would be included in the proposed project?

Explain: The proposed schools will be sharing ball fields and open areas with neighborhoods. Also an ample amount of park space has been planned for and included in the master plan.

- 7.d Provide a brief statement setting forth the anticipated effects of the proposal on open space and recreation.

Explain: The site will be providing trails, open space, and recreation fields for the community. The existing parks should receive minimal impact due to the large amount of park space included in the plan.

⁵ See Exhibit 2

⁶ See Exhibit 3

⁷ Attach a map indicating the straight distance from the project property line to the park property line.

⁸ See Exhibit 4

City of Las Vegas
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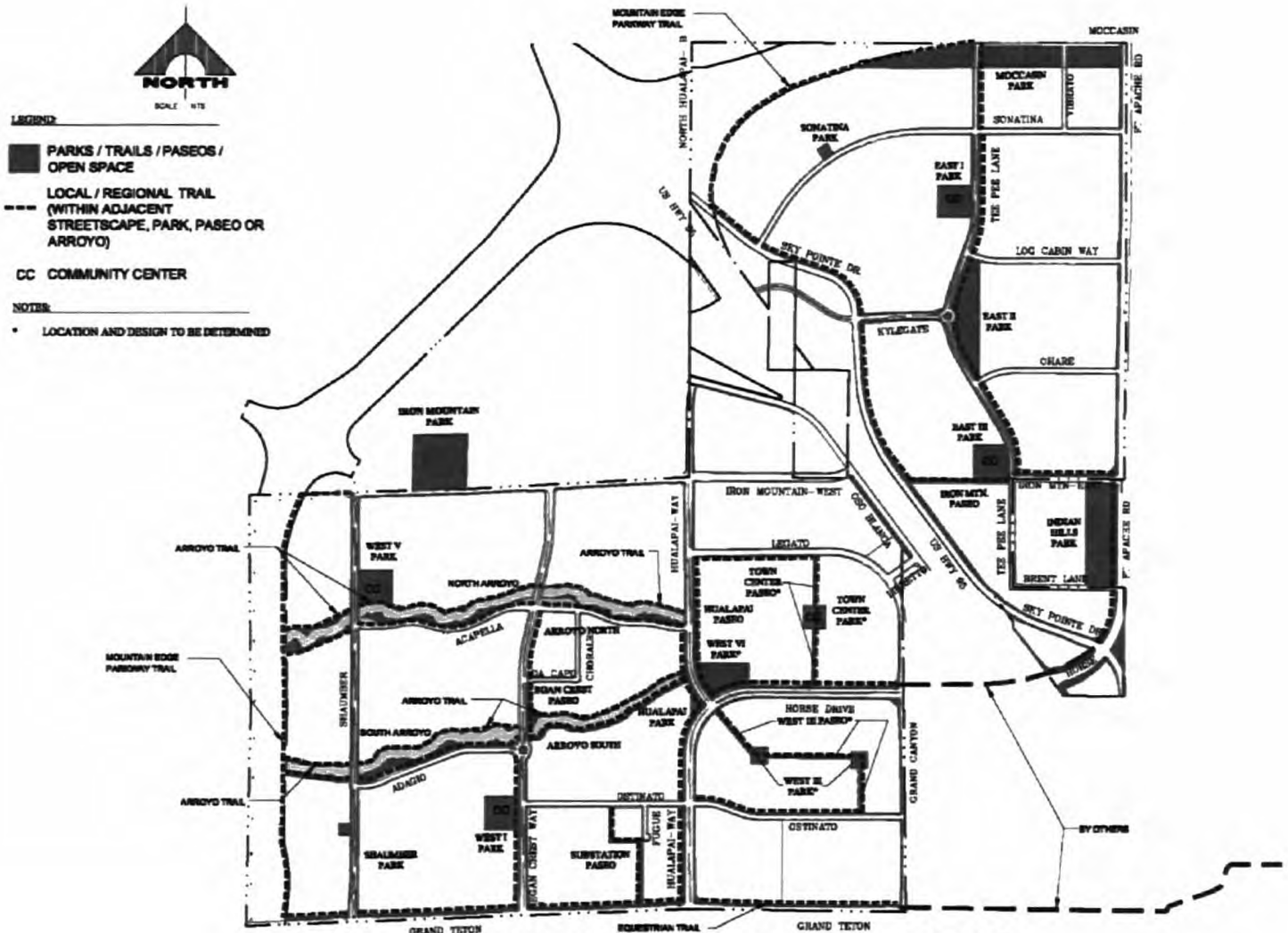


FIGURE 2-3 KYLE CANYON PARKS, TRAILS, AND OPEN SPACE PLAN

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

8 Hydrology

8.a Would the proposed project alter the existing drainage pattern of the site area?

Explain: The master drainage plan for the proposed 1,712 acres in this plan shall be submitted to and approved by the City of Las Vegas Department of Public Works prior to the issuance of any permits or recordation of any final maps.

8.b What is the quantity of the increase in storm water runoff generated by the proposed project, estimated by using standards hydrologic method?

Explain: Preliminary data obtained from the City of Las Vegas Northwest Neighborhood Master Drainage Study, Phase 2 show off-site storm flows impacting the project site.

8.c Would the total quantity of water runoff after construction exceed the capacity of existing or planned storm water drainage system?

Explain: The Northwest Study outlines the proposed system to convey storm flows within the Clark County Regional Flood Control District System. The Master Drainage Plan will address the capacity of existing and planned storm water drainage systems and the need to construct interim detention facilities.

8.d Would the proposed project result in the construction of a new storm water drainage facility or the expansion of existing facilities? Is the storm water facility identified in the Neighborhood, City Wide or the Regional Master Plans?

Explain: The Master Drainage Plan will address intercepting additional storm flows from the west and directing into the Moccasin/ Kyle Canyon system; eventually to the Upper Las Vegas Wash detention basin.

8.e Would the proposed project place housing within a 100-year special flood hazard area as mapped on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM)?

Explain: No, peak flows are being detained in a detention basin. Please see Master Drainage Study.

8.f Would the proposed project require drainage mitigation to protect the development from interim flows?

Explain: The interim condition flows are detained in a detention basin and are routed within the perimeter streets proposed with the project in a manner consistent with the routing patterns established in the Northwest Neighborhood Study Phase 2.

8.g Would the proposed project development meet the Clark County Regional Flood Control District – Hydrologic Criteria and Drainage Design Manual requirements for street flow and dry lane criteria for both the existing and the ultimate flow conditions?

Explain: Yes, all streets will be designed to meet criteria for street flow and dry lane.

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9 Water Quality

- 9.a Would water service provided to the proposed project by an existing or planned facility?

Explain: Both, The LVVWD currently provides or has proposed plans to provide water in the 2860,2975,3090 and 3205 Pressure zones.

- 9.b Would the proposed project result in the construction of a new water treatment facility or expansion of existing facilities?

Explain: The LVVWD is currently constructing the 3205 and 3090 Pumping Station and the 2975 reservoir located at Elkhorn Road and Shaumber Road. Pipelines extending to Grand Teton in the 3090 and 3205 Pressure zones are currently in design.

- 9.c What is the quantity of water that the project will demand during and after completion of the project, estimated by applying a demand factor established by the provider of water service or an equivalent calculation to the number of units that will be created by and the gross acreage that will be occupied by the project?

Explain: During construction the site will be developed in phases and within each phase lots will be constructed at different times. The water used during construction will be used for dust control and various other construction needs.

After Completion:					
Total gross acreage of site =	1,712	acres			
Commercial Demand Flow Rate: Avg Day=			2.1	gpm/ac	
Res. Demand Flow Rate: Avg Day=			7.01	gmp/ac	
Therefore:					
Commercial =	80	aces	x	2.1 gpm/ac	= 168 gpm
Residential =	1,020	acres	x	7.01gmp/ac	= 7150.2 gpm
Total =	168	gpm	+	7150	gpm = 7318.2 gpm

10 Utilities and Service System

10.a Would the proposed project connect to an existing or planned sewer system?

Explain: Sewer service to the Master Development Plan area can be provided by extension of several City of Las Vegas sewer lines that border the project.

10.b What is the quantity of sewage affluent generated by the proposed project, estimated by applying a sewage generation factor established by the provider of sewer service or an equivalent calculation to the number of units or area of indoor floor space that would be created by the project?

Explain: Average Flow= 4.265 MGD, Peak Flow= 9.723 MGD

10.c Would the total quantity of sewage effluent generated by the proposed project exceed the capacity of existing or planned sewer system and wastewater treatment facility?

Explain: Depending on identified sewer flow demands within the Master Plan area, upgrades elsewhere in the existing City of Las Vegas system may be needed. A specific study of capacity and topography will determine the extent of connections, extensions, and system capacity upgrades that will be required.

10.d Would the proposed project generate any industrial waste?

Explain: No, the entire project will consist of commercial, retail, and residential and will not be generating any industrial waste.

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

EXHIBIT 1

Clark County School District
April 9, 2002

2001-2001 Valley-wide Student Yields

Grade	Student Yield	
	Single-Family	Multi-Family
K-5	0.245	0.163
6-8	0.123	0.066
9-12	0.137	0.062
P & 13	0.004	0.002

Single-Family units include mobile homes and townhouse.

Multi-Family units include a combination of apartments, plexes, and condominiums.

P & 13: Pre-school and Sunset School.

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

EXHIBIT 2

City of Las Vegas
Master Plan – Parks Element
March 15, 2000

Existing City Parks
(Map 1, pp. 11)

Parks Name	Classification			Acres
	N	C	R	
Aloha Shores Park	X			4.03
Angel Park	X			6.11
AnSan Sister City Park	X			7.83
Baker Park	X			6.78
Bob Baskin Park	X			6.18
Bruce Trent Park	X			10.00
Buckskin Basin	X	X		39.17
Charleston Heights Park	X			3.90
Charleston Heights	X			7.12
Chester A. Stupak Park	X			1.23
Children's Mem. Park	X	X		29.82
Coleman Park	X			4.00
Cragin Park	X			3.27
Dexter Park	X			4.70
Doolittle Park	X			15.28
Ed Fountain Park	X	X		29.82
Ethel Pearson Park	X			2.59
Fitzgerald Tot Lot	X			0.70
Freedom Park	X	X	X	68.08
Hadland Park	X			13.64

Parks Name	Classification			Acres
	N	C	R	
Heers Park	X			7.07
Hills Park	X			13.50
Huntridge Circle Park	X			3.14
James Gay III Park	X			7.18
Jaycee Park	X			18.40
Lorenzi Park	X	X	X	59.37
Lubertha Johnson Park	X			1.60
Mary Dutton Park	X			0.20
Mirabelli Park	X			1.41
Pueblo Park(s)	X			5.09
Rafael Rivera Park	X			9.28
Rainbow Family Park	X	X		26.48
Elkhorn/Durango Fields	X	X		
Rotary Park	X			3.34
Stewart Place Park	X			3.45
Wayne Bunker Family Pk	X			13.75
W. Charleston Lions Park	X			4.50
Wildwood Park	X			1.24
Woofert Family Park	X			9.22
Clarence Ray Park	X			0.10

N: Neighborhood Park

C: Community Park

R: Regional Park

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

EXHIBIT 3

City of Las Vegas
Master Plan – Parks Element
March 15, 2000

Planned City Parks
(Map 12, pp. 49)

Parks Name	Classification			Acres
	N	C	R	
Fort Apache/Log Cabin Park	X			TBD
Jones/Iron Mountain Park	X	X	X	TBD
Grand Canyon/Bardley Park	X	X		40.0/34.0
Fort Apache/Elkhorn Park	X			TBD
Elkhorn/Durango Ballfields	X	X		TBD
Deer Springs Park	X	X		110.0/40.0
Deer Springs/Thom Park	X	X		TBD
Regional Sports Park	X	X		60.00
Ann/Cimmaron Park	X			2.50
Cheyenne/Jensen	X	X		20.00
Metro Park	X			17.00
Alexander/Diamond Ridge Park	X			TBD
Cheyenne/Durango Park	X	X	X	5.0/61.5
Northwest Soccer Park	X	X		TBD
Summerlin Sports Park	X			TBD
Pioneer/Silver Ridge Park	X			TBD
AnSan Sister City Park	X			TBD
Buffalo/Oakey Park	X	X		42.5/30.0
Pioneer/O'Bannon Park	X			TBD
Oakey/Redwood Park	X	X		28.00
Heritage Park	X			TBD
Dog Fanciers Park	X			0.5/6.0
Bonanza/Honolulu Park	X			TBD

N: Neighborhood Park C: Community Park R: Regional Park

City of Las Vegas
ENVIRONMENTAL IMPACT ASSESSMENT

EXHIBIT 4

US Census Bureau
1990

Persons per Units by Units in Structure by Owner and Renter Occupied
(City of Las Vegas, US Census Bureau, 1990 STF-1)

Owner Occupied	Persons per Unit
Single Family Detached	2.82
Single Family Attached (Townhouse)	2.14
Condominiums	
2 to 19 units	1.92
20 to 49 units	1.86
50 or more units	1.35
Mobile Home or Trailer	2.05

Renter Occupied	Persons per Unit
Single Family Detached	3.33
Single Family Attached (Townhouse)	2.79
Apartments	
2 to 19 units	2.23
20 to 49 units	1.82
50 or more units	1.76
Mobile Home or Trailer	1.87

EXHIBIT D

TO KYLE CANYON DEVELOPMENT AGREEMENT

PARKS AGREEMENT

(Contained in a Separate Volume)

EXHIBIT E
TO THE KYLE CANYON DEVELOPMENT AGREEMENT
DEVELOPER SPECIAL IMPROVEMENT GUIDELINES

CITY OF LAS VEGAS

DEVELOPER SPECIAL IMPROVEMENT DISTRICT GUIDELINES



December 2, 1992

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CITY OF LAS VEGAS
Developer Special Improvement District Guidelines

Under chapter 271 of Nevada Revised Statutes (NRS), the City is authorized to acquire street, sidewalk, water, sewer, curb, gutter, flood control and other publicly-owned "infrastructure" improvements that benefit new development by the creation of a special improvement district as specified in NRS 271.265. The purpose of these guidelines is to outline the circumstances under which the city will consider this type of financing for new developments involving one or a small number of private property owners who intend on developing their property for residential, commercial, industrial, or other beneficial use.

These guidelines apply to all assessment districts financed under NRS 271.710 through 271.730 and to all other assessment districts which both involve 15 or fewer property owners and involve properties 80% or more of which are unimproved, unless 50% or more of the cost of the project proposed to be funded is being funded from a governmental source other than special assessments or the proceeds of special assessment bonds (e.g., RTC).

The City Council reserves the right, on a case by case basis, to impose additional requirements or waive specific requirements listed herein. Such waived requirements shall be noted in the approval of any petition together with a finding that the deviation from this policy is in the best interest of the City. Additional requirements shall be noted in the approval.

A. Eligible Improvements.

1. Regional Improvements. The City will consider financing only regional infrastructure improvements i.e., regional improvements are those streets, storm drains, water systems, sewer and other utilities, which will provide benefit to the entire project. Such projects are those with respect to which the City Council has made a finding of regional benefit which benefit the general area in which the development is located as opposed to improvements which exclusively benefit a particular subdivision. (Only the portion of the total cost that benefits the special improvement district will be assessed.) Thus, an arterial street or highway or major sewers, storm drains and water lines which provide benefit to the entire project and are found to be of general or regional benefit by the council, would be considered for financing.

2. Public Ownership Requirements. Only publicly owned infrastructure is eligible for financing. Privately-owned improvements such as electric, gas, and cable television improvements, streets or roads which are not dedicated to the City, and private portions of other improvements, such as water and sewer service lines from the property lines to the home or other structure are not eligible for financing.

3. Benefit. The improvements proposed to be constructed must benefit the property assessed by an amount at least equal to the amount of the assessment.

4. Subdivision Improvements. The City will not consider financing "subdivision" or "in-tract" improvements, that is, improvements within a subdivision that benefit only the land within a subdivision such as neighborhood streets.

5. Size. Generally, the City will not consider stand alone assessment districts which involve less than \$2,500,000.

B. Environmental Matters.

1. A Phase 1 environmental assessment (hazardous waste assessment) on the property to be assessed, property on which the improvements are to be located and on any property dedicated to the City, must be provided by the property owner prior to the bonds being issued by the City. The property owner must also provide the City with an indemnification agreement in a form acceptable by and provided by the City, promising to indemnify the City against any and all liability and/or costs associated with any environmental hazards located on property assessed. With respect to abating environmental hazards that are located on property on which improvements financed with the assessment district are proposed to be located or on any property dedicated to the City, the City and the property owner will reach an accord before the bonds are issued. Where the Phase 1 assessment indicates that there may be an environmental hazard on any of the assessed property, the property owner will be required to abate the problem or to post security for environmental clean up costs prior to the City proceeding with the district. The environmental assessment shall be performed by an environmental engineer acceptable to the City.

2. The developer must undertake all steps required by the "Habitat Conservation Plan Compliance Report" or other future federal requirements in the project area and other areas owned by the same developer which are used in connection with the project.

C. Development.

1. Property Owner Experience. The property owner must demonstrate to the City that it has the expertise to develop the property involved in the assessment district. In order to demonstrate its ability to develop, the property owner should furnish the City with the following: (a) its last three years prior audited financial statements, (b) a list of prior development of similar or larger size which the property owner has completed, and (c) a list of references consisting of the names of officials of other political subdivisions in which the property owner has completed similar or larger size developments. The City will accept, in place of financial statements stated in (a) above, a comfort letter from a mutually acceptable CPA firm indicating for the past three

(3) years: (1) that a minimum level of net worth, acceptable to the City, has been maintained; (2) whether or not there have been any material adverse changes in operations; and (3) whether or not there have been any exceptions in the accountant's opinion letter on the property owner's financial statements. If this alternative is utilized, the property owner shall also provide such other financial information as the City and its consultants request.

2. Financing Completion; Equity. The property owner must provide the City with its plan for financing the development to completion and advise the City of the amount of equity it has invested in the development.

3. Land Use. The proposed development must be consistent with the City's General Plan. The property owner must demonstrate that it reasonably expects to obtain the required discretionary development permits (e.g. subdivision) in sufficient time to proceed with the development to completion as proposed. Proper zoning must have been obtained for the development.

4. Water, Sewer, and Other Utilities. The property owner must provide "will serve" or similar letters from the entities providing water, sewer and other utility (e.g., electricity, gas, telephone) services to the development stating that capacity is then in existence and reserved (otherwise to be made available) for the development in a sufficient quantity for the development to proceed to completion as proposed.

5. Other Permits. The property owner must demonstrate that there are no significant permitting requirements (i.e. permitting requirements which could result in substantial delay or alteration in the project as proposed, e.g., wetlands permits, archeological permits, etc.) applicable to the project or other governmental impediments to development which have not yet been satisfied and which are required to be satisfied for the development to proceed to completion as proposed.

D. Assessment Bonds and Bond Security.

1. Primary Security. The primary security for bonds will be the assessment lien on the land proposed to be assessed. A preliminary title report indicating that the petitioners are the owners of all of the assessed property must accompany the petition. The City may also require title insurance on a case by case basis.

2. Reserve Fund. A reserve fund in an amount equal to the lesser of one year's principle and interest on the bonds or 10% of the proceeds of the bonds must be funded at the time bonds are issued.

3. Appraisal Valuation. The property owner must obtain and provide to the City an appraisal of the property which will be assessed which in the case of the appraised value of the property "as is" (prior to further subdivision and without considering the installation of the improvements) is at least equal to the amount of bonds proposed to be issued, and that the value of the property after the improvements financed with the assessment bonds are installed is at least three (3) times the amount of the bonds proposed to be issued. The appraiser must be acceptable to the City.

4. Additional Security. The property owner must demonstrate to the City that there is not significant financial risk to the City in issuing the bonds. If the City determines that it is not adequately protected by the security that is described in section D.1, 2, and 3 above, the City can require additional security. This additional security can be satisfied in one or a combination of the following ways:

(a) Providing a source of security that is acceptable to the City Council and the property owner. The determination of the acceptability of the security shall be discussed with the property owner on a case by case basis.

(b) Providing an irrevocable letter of credit drawn on an acceptable bank in a form and an amount and with a term acceptable to the City.

(c) Pledging marketable securities in which form the City is permitted to invest City funds pursuant to Chapters 355 and 356 of NRS and which are acceptable to the City (e.g., U.S. Treasury obligations) and in an amount that is acceptable to the City. The City must obtain the sole first priority security interest in the pledged securities, and those securities must be held by the City or a City Agent. Interest paid on the pledged securities, if there is not default in paying the assessment, will be paid to the owner of the securities.

A pro-rata portion of the foregoing additional security will be released with respect to any parcel assessed (1) which has been improved in any manner if the appraised value (as determined by an appraiser acceptable to the City) of the parcel is 5.0 or more times the amount of the unpaid assessment on such parcel or (2) on which a substantial improvement (e.g., a home or commercial building) has been completed if the parcel has a size of one acre or less or (3) to the extent that property is conveyed to one or more third-party property owners, then a proportionate amount of the foregoing additional security shall be released with respect to such conveyed property so long as such conveyed property does not exceed, in the aggregate, thirty percent (30%) of the entire property included within the district; provided, however, that any individual parcel conveyed to each such third-party property owner shall have a minimum value-to-lien ratio of 3:1.

5. Payment of Assessments: Capitalized Interest. The assessments shall be payable over not more than 20 years in substantially equal semiannual installments (excluding variable rate bonds with regards to equal payments) commencing within one year of the levy of assessments. The City will allow not more than two years of interest or the maximum permitted under federal tax laws, whichever is less, to be capitalized.

6. Absorption Study. The property owner must provide the City with funds with which to have an expert to prepare an absorption study. The City and property owners shall mutually agree upon the expert who is to prepare this study illustrating the economic feasibility of the project based upon supply and demand trends and estimated conditions in the market area for the proposed product mix. Provided, however, that if the appraiser of the real property for the project conducts his or her own absorption analysis, such absorption study may be accepted in lieu of this requirement.

7. Floating Rate Bonds. The City will consider applications for floating rate assessment bonds only if those bonds and the assessments underlying those bonds automatically convert to a fixed interest rate at or before the time the initial property owner sells property, regardless of whether the sale is wholesale sale to a merchant builder or a developer or a sale to a potential homeowner. Floating rate bonds must be secured by a letter of credit issued by a bank acceptable to the City.

8. No Pledge of General Fund or Taxing Power. The City will not pledge its general fund or taxing power to bonds.

9. Bond Underwriting Commitment. The property owner must demonstrate to the City and its financial advisor that bonds proposed to be issued for the financing are saleable. Prior to the time the City commences work on the assessment district, the property owner must provide the City with a letter from a reputable underwriter or bond buyer, acceptable to the City, which states that the underwriter has completed a due diligence review of the project and the property owner and believes that the bonds are marketable at an interest rate acceptable to the property owner based on then prevailing market conditions and that is willing, subject to reasonable conditions precedent, to contract with the City to underwrite the bonds on a best efforts basis, or that the bond buyer has completed a due diligence review of the project and the property owner and intend to acquire the bonds at an interest rate which the bond buyer and property owner agree is acceptable and that it is willing, to contract with the City to so acquire the bonds.

E. Consultants. The City will permit the property owner to choose the consulting engineers and underwriter provided that the entities chosen are acceptable to the City. The City will select the assessment engineer, project management engineer, its financial consultants, bond counsel and bond trustee. The payment of all fees and expenses of these consultants (selected by the City) shall be the responsibility of the property owner; however, these consultants will be responsible to, and will act as consultants to, the City in connection with the district.

F. Expenses. The property owner will be required to pay out of its own pocket all of costs of the project prior to the time bonds are issued, including the costs of consulting engineers, assessment engineers, project management engineers, underwriters, the City's financial consultants, the City's bonds counsel, the cost of preparing the appraisals, absorption study, environmental review and other matters listed above. These items will be eligible for reimbursement from bond proceeds if the bonds are ultimately issued; however, the property owner must agree to pay these costs even if bonds are not issued. At the time of application, the City will provide an estimate for these expenses in order to enable the developer to more precisely anticipate costs associated with the process.

G. Project Acquisition. The City will acquire completed projects after final inspection by the City, an audit by the City assessment engineer and City staff, and acceptance by the City. Alternatively, the City will expend bond proceeds through a City-established progress payment system on uncompleted projects utilizing a construction payment management system. If this alternative is used, performance and payment bonds from a bonding company acceptable to the city, each in an amount at least equal to 100% of the cost of the project, and otherwise in such form as is approved by the Department of Public Works and the City Attorney must be provided to the City and must each indicate that the City is a beneficiary of those bonds. Additional construction security, as determined appropriate by the Department of Public Works and City Attorney, may be required.

H. Cost Overruns. The property owner must agree to fund all project costs which exceed the amount available from the proceeds of the bonds issued for the project. The City will not commit to issue additional bonds or otherwise provide funding for any such cost overruns.

I. Procedure.

1. Pre-Application Meeting. Initially, the property owner shall schedule a meeting with such representatives of the City as are designated by the City Manager to review the proposed development to discuss whether the development is one which may be eligible for financing under these guidelines.

2. Application. If the property owner decides to proceed after the initial meeting, all owners of record of property in the proposed district must sign a petition for the district and file the petition and an application which contains sufficient information and exhibits to demonstrate that the proposed district will comply with parts A-H of these guidelines. Copies of the petition and application must be filed with the office of the Director of Finance and the office of the Director of Public Works.

3. Council Approval. If after an initial review, the City staff believes the application satisfies parts A-H hereof, an item will be placed on the Council's agenda authorizing negotiations with respect to the proposed project. If this item is approved by the Council, it is anticipated that staff will be authorized to begin negotiating the particulars of the financing with the property owner and other appropriate parties.

4. Security for Costs. Prior to entering negotiations, the property owner must post a letter of credit, surety bonds, cash or other acceptable form of security for payments of the costs described in F above in an amount determined by the Director of Finance. The interest on the security will be paid to the developer. The City shall invest such security according to NRS 355 and 356.

EXHIBIT F
TO THE KYLE CANYON DEVELOPMENT AGREEMENT
RESIDENTIAL LAND USE TABLE
AND
PLANNING AREA MAP



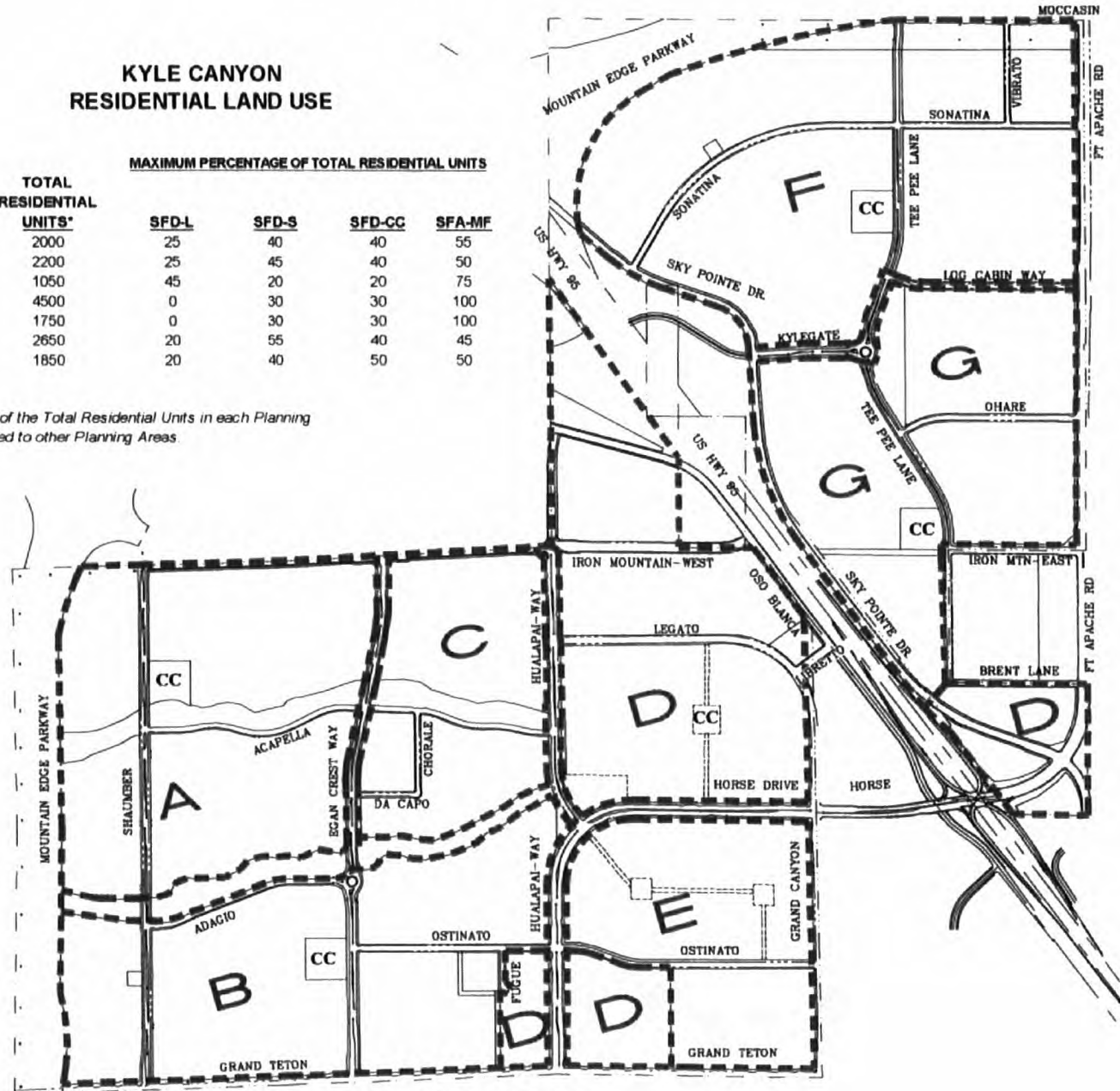
LEGEND

- A** PLANNING AREA
- CC** COMMUNITY CENTER
- PLANNING AREA
- SFD-L** Single Family Detached - Large Lot
Estate Lot
Standard Lot
- SFD-S** Single Family Detached - Small Lot
Compact Lot
- SFD-CC** Single Family Detached - Court and Cluster
Green Court
Paseo Court
Cluster Single Family
- SFA-MF** Attached Single Family and Multi-family
Mansion Home
Townhome
Tuckunder Multi-Family
Embedded Garage Multi-Family

KYLE CANYON RESIDENTIAL LAND USE

PLANNING AREA	TOTAL RESIDENTIAL UNITS*	MAXIMUM PERCENTAGE OF TOTAL RESIDENTIAL UNITS				
		SFD-L	SFD-S	SFD-CC	SFA-MF	
A	2000	25	40	40	55	
B	2200	25	45	40	50	
C	1050	45	20	20	75	
D	4500	0	30	30	100	
E	1750	0	30	30	100	
F	2650	20	55	40	45	
G	1850	20	40	50	50	

*Up to 10 percent of the Total Residential Units in each Planning Area may be shifted to other Planning Areas.



KYLE CANYON PLANNING AREAS AND RESIDENTIAL LAND USE

EXHIBIT G
TO THE KYLE CANYON DEVELOPMENT AGREEMENT
DRAINAGE, TRAFFIC AND WASTEWATER
MASTER STUDIES

[ON DISK]

EXHIBIT H
TO THE KYLE CANYON DEVELOPMENT AGREEMENT
SECTION 1 LAND

KYLE CANYON BY KYLE ACQUISITION GROUP LLC

NOTES:
1. ALL BOUNDARIES AND APPROXIMATIONS
2. A CONVEYANCE INSTRUMENT HAS BEEN RECORDED FOR THE 400 ACRES ALTERNATIVE FOR MOUNTAIN EDGE PARKWAY
3. ALTERNATIVE, THIS ALTERNATIVE MAY CHANGE, AFFECTING THE BOUNDARY PROPERTY
"FOR WORKING PURPOSES ONLY"
This map is for planning purposes only. No representation is made concerning the accuracy of the data submitted herein."

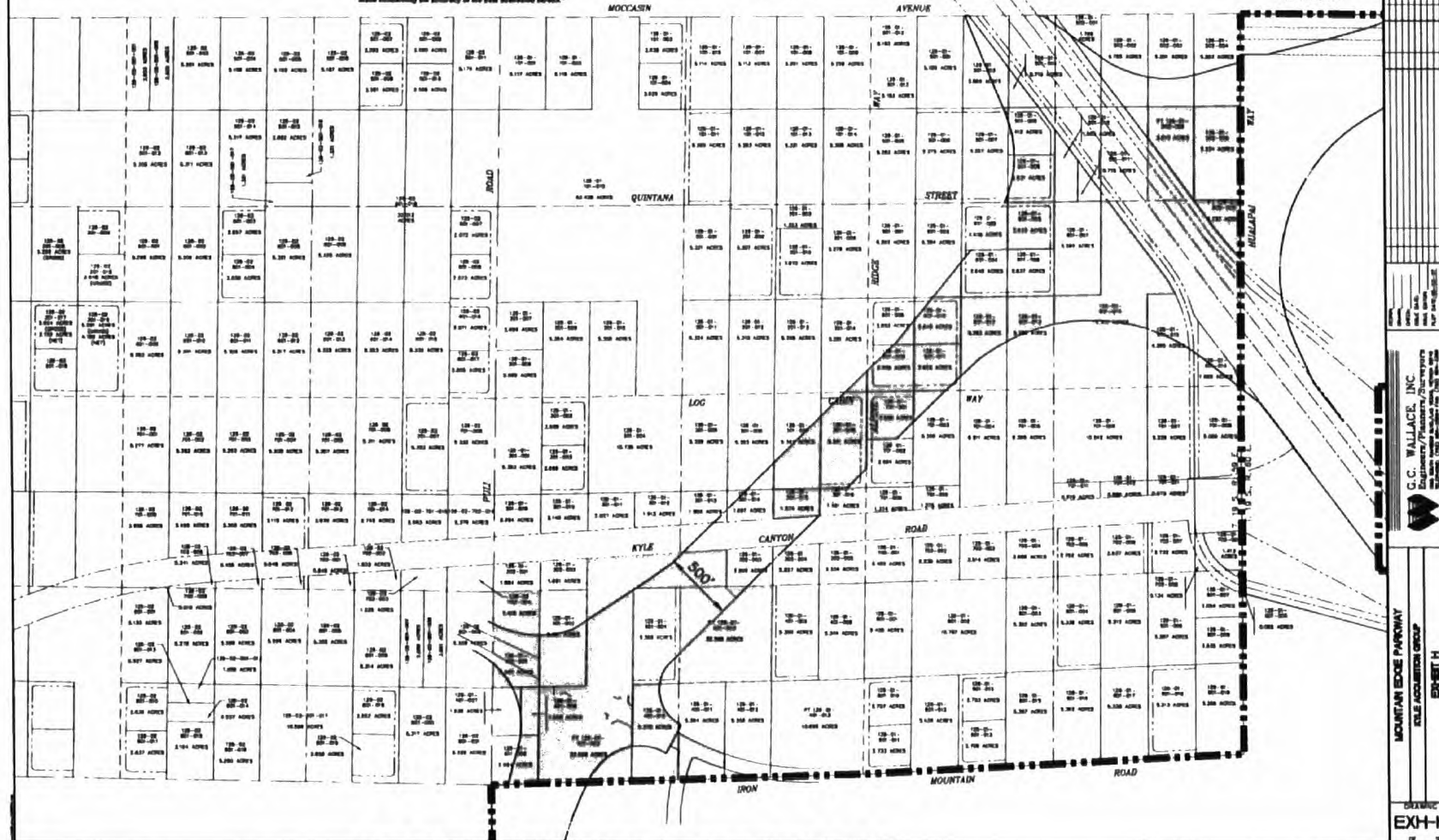
OWNER	ACRES
FOCUS - BELTWAY	54.1

Note: Acreages are approximate

BLM PROPERTY



REV. - 4/2007



G.C. WALLACE, INC.
KYLE ACQUISITION GROUP
EXHIBIT H
MOUNTAIN EDGE PARKWAY
KYLE ACQUISITION GROUP
EXHIBIT H
EXH-H
17

**FOCUS AFFECTED PROPERTY
EXHIBIT H**

EXHIBIT I
TO THE KYLE CANYON DEVELOPMENT AGREEMENT
PROVIDENCE LAND

**MOUNTAIN EDGE PARKWAY
NORTHERN ALTERNATIVE
KB HOME AFFECTED PROPERTY**

LEGEND

MOUNTAIN EDGE PARKWAY
RIGHT OF WAY AFFECTING
KB HOME PROPERTY



CLIFFS EDGE HOA COMMON AREA PARCEL
AFFECTED BY MOUNTAIN EDGE PARKWAY

MOUNTAIN EDGE
PARKWAY

**KYLE CANYON MASTER
PLANNED COMMUNITY**

GRAND TETON

126-13-
117-077

126-13-
110 015

KB HOME

SHAUMBER

**CLIFFS EDGE
MASTER
PLANNED
COMMUNITY**

EXHIBIT I

EXHIBIT J
TO THE KYLE CANYON DEVELOPMENT AGREEMENT
MOUNTAIN EDGE PARKWAY DEDICATION

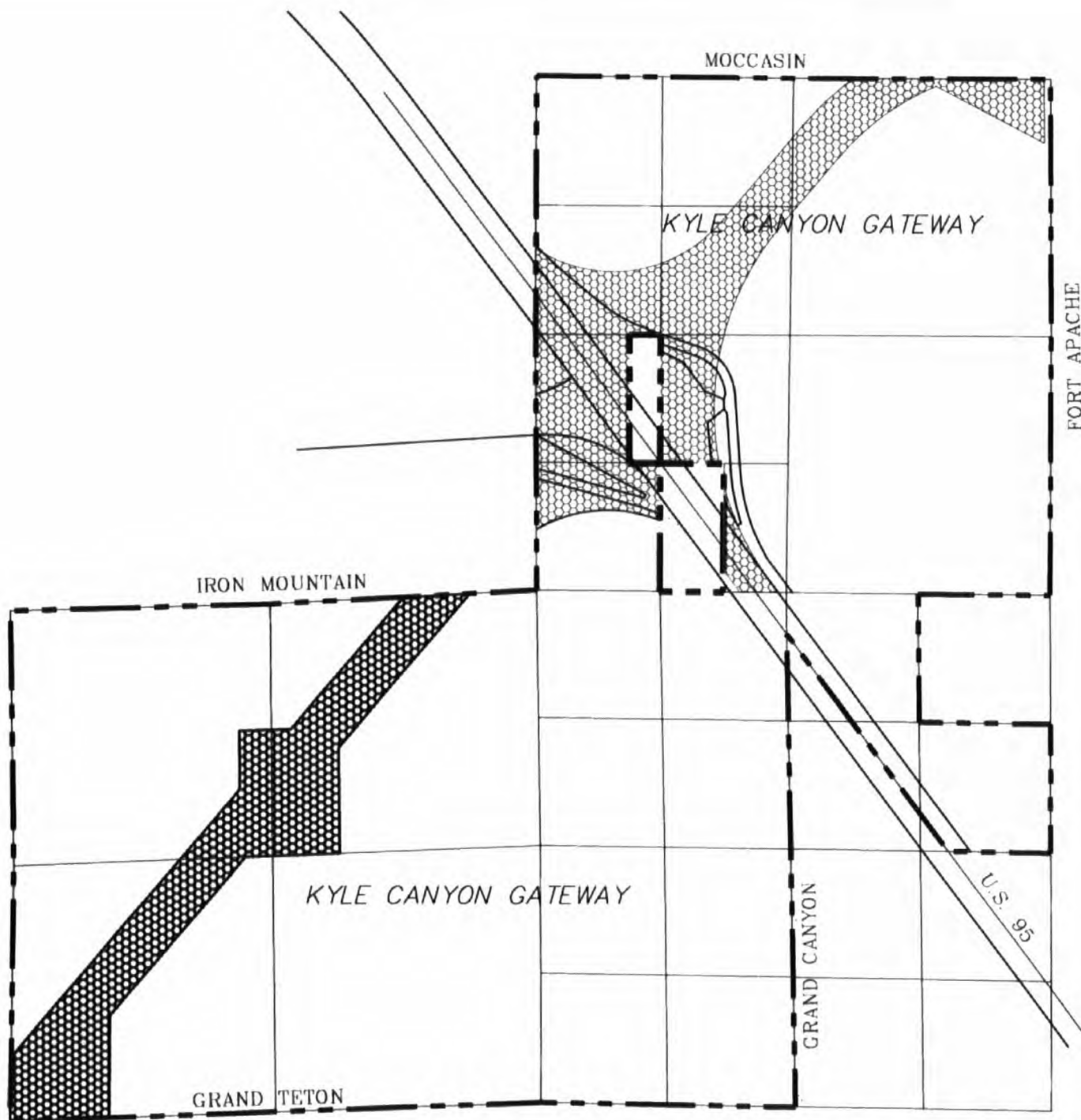
KYLE

BELTWAY DEDICATION

NDOT - US 95



EXHIBIT K
TO THE KYLE CANYON DEVELOPMENT AGREEMENT
KYLE CANYON INTERCHANGE DESIGN



LEGEND

 MOUNTAIN EDGE PARKWAY RIGHT OF WAY
(BLM GRANT N-77772)

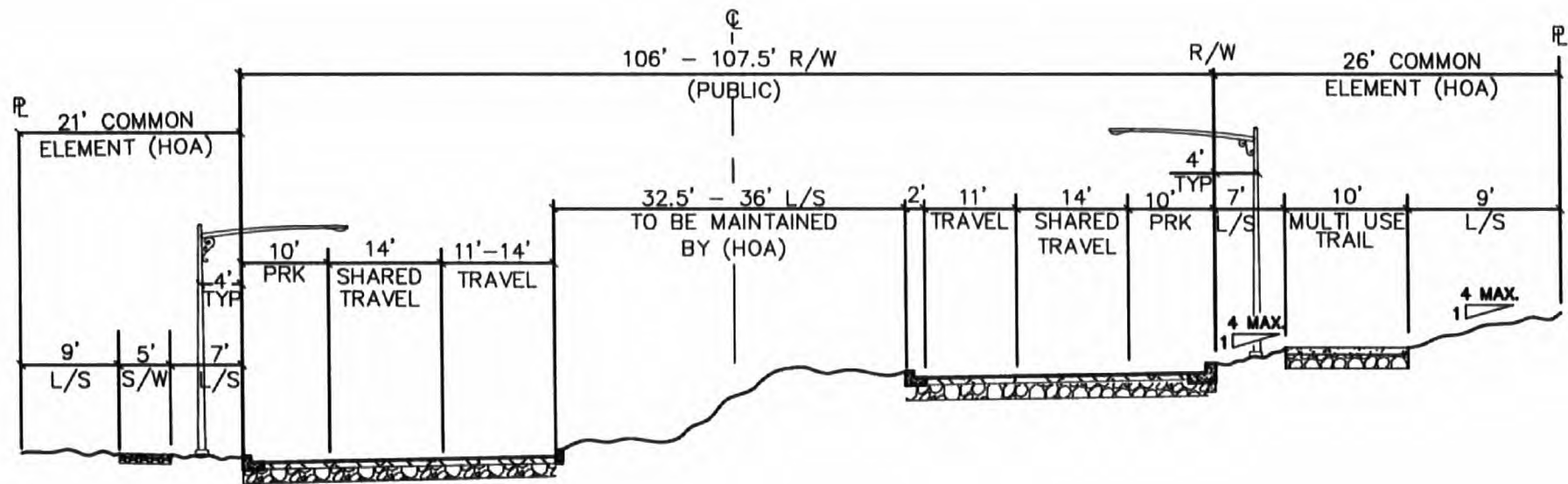


EXHIBIT K - MOUNTAIN EDGE PARKWAY RIGHT OF WAY (BLM N-77772)

EXHIBIT L

TO THE KYLE CANYON DEVELOPMENT AGREEMENT

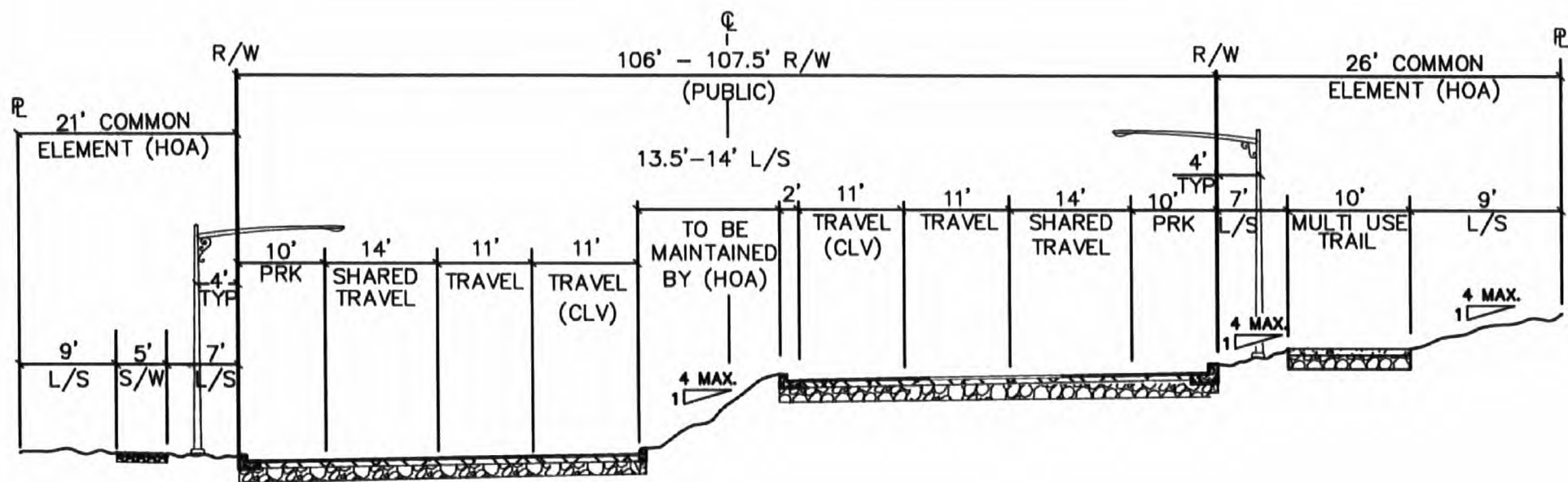
INITIAL HUALAPAI/HORSE CONNECTOR DESIGN



INITIAL HUALAPAI/HORSE CONNECTOR DESIGN - EXHIBIT L

EXHIBIT M

TO THE KYLE CANYON DEVELOPMENT AGREEMENT
POTENTIAL FUTURE HUALAPAI/HORSE CONNECTOR DESIGN



POTENTIAL FUTURE HUALAPAI/HORSE CONNECTOR DESIGN - EXHIBIT M

Eileen McKyton
9033 Big Plantation Ave
Las Vegas, NV 89143
May 15, 2007

RE: DIR - 21605 and ZON - 20543

Honorable Mayor and Councilmen and Councilwomen,

Enclosed is a copy of a video taken 5/11/07 at the corner of Brent and Fort Apache. This is east of the James Bilbray elementary school. It was started shortly after 3:30 and continues for approximately 18 minutes until the traffic to a great extent clears out.

There is a section where I try to show that the traffic on the parallel road to Brent, Iron Mountain where most of the traffic from William and Mary Scherkenbach elementary school empties, is just as bad, however it is difficult to see especially if viewed on a computer screen. Also at the far top you can sometimes see dust clouds where parents are cutting across dirt to get to Sky Pointe to avoid the Brent/El Capitan backup since they will be turning left there.

I will admit I am not the best video taper and after 10 minutes my arm became quite sore so it became less stable and I was sitting on an eight foot ladder but it obvious the amount of traffic this area already produces.

This amount of traffic is also the same in the morning when the children are being dropped off and I have to remember to not go out on Brent during this time because not only is it difficult to get onto Brent but the wait to make a right hand turn onto El Capitan can be 5-10 minutes.

I hope that you take this into consideration when you make your final vote on the amount of dwellings that you permit in the area. I am not saying do not build any homes, however , jumping from areas zoned RPD 6 to 30 per acre, RPD 3 to 8, 12, & 18per acre, and RE to 12 and 18 per acre is a big jump.

Feel free to contact me with any questions at 251-1456 or via email mckytone@cox.net

Sincerely,



Eileen McKyton

RECEIVED
CITY CLERK

2007 MAY 15 A 8:06

Date 5/15/07 Item #94
#95

SCHOOL TRAFFIC DVD WITH 17.57 MINUTES OF
VIDEO INSERTED INTO OFFICIAL MINUTES BUT
NOT ATTACHED ELECTRONICALLY

May 15, 2007

VIA FACSIMILE: 702-382-4803

Mayor Oscar Goodman
City Hall, Tenth Floor
400 Stewart Avenue
Las Vegas, NV 89101

RECEIVED
CITY CLERK
2007 MAY 15 P 1:14

RE: Rezoning Application ZON-20543 and DIR-21605

Dear Mayor Goodman:

Enclosed you will find emails from dozens of residents concerned with the fast tracking of the proposed Development Agreement between City of Las Vegas and Kyle Acquisition Group, LLC (hereafter "Kyle Canyon Development Agreement") and request of Focus Group for a T-D zoning in the proposed Kyle Canyon master planned community. The citizens of Ward 6 believe we had neither sufficient access to full information regarding the planned Kyle Canyon Development Agreement, nor an adequate opportunity to have our concerns addressed. Therefore, we are requesting that this matter be held for seventy-five days to allow Focus Group and the citizens of Ward 6 to discuss the issues delineated in our emails. This will create no hardship on Focus Group, in comparison to the extreme prejudice we face as citizens with no voice in the creation of a contract between Focus Group and the City of Las Vegas that will forever alter the character of the Northwest.

We have also provided you with graphs demonstrating the grave disparity between Kyle Canyon and other Focus Group projects in regard to: 1) the limited amount of parks and open space contemplated in the Kyle Canyon Development Agreement versus other Focus Group developments; 2) the significant increase in density in the proposed Kyle Canyon Development Agreement versus other Focus Group developments; and 3) the limited number of schools in relation to the intense density proposed by the Kyle Canyon Development Agreement versus other Focus Group developments.

We have also included a graph showing the striking and overwhelming contrast of the heights proposed in the Town Center and Urban Mixed Use Areas of the Kyle Canyon Development in relation to the single family homes. Finally, we have included information related to widening projects on 95. Currently, the plans to widen 95 only go as far north as Craig, and the significant Nevada State budget shortfall ensures that the \$100 million needed to widen 95 further north will not happen in the time frame necessary to alleviate the existing congestion.

Submitted after final agenda

Date 5/15/07 Item # 94498

We do not believe a small abeyance is too much to ask when so much is at stake. We implore you to consider the interests and concerns of your citizens, and not merely the interests of Focus Group.

Thank you very much for your time and consideration of our pleas to be heard.

Sincerely,

Jim Day for

Northwest Residents for Responsible Growth

(a citizen's action group dedicated to ensuring that the quality of life in Northwest Las Vegas is maintained in our best interests)

cc: City Clerk, Beverly Bridges
Mayor Pro Tem, Councilman Gary Reese
Councilwoman Lois Tarkanian
Councilman Steve Ross
Councilman Steve Wolfson
Councilman Larry Brown
Councilwoman Beth Williams

YAHOO! MAIL

Print - Close Window

From: "s r" <shleru@hotmail.com>
To: Councilman-ross@LasVegasNevada.gov
CC: NWRRGLV@yahoo.com
Subject: ZON-20543 & DIR-21605
Date: Tue, 15 May 2007 19:17:26 +0000

Councilman Ross -

I received a letter yesterday which has caused me to be very concerned. The letter showed the plans of the Focus Group to over-develop 1700 acres of land in our ward. I believe this matter deserves public hearings and input so I am therefore requesting a 75 day hold on this matter. Please follow Henderson and North Las Vegas' lead in including the public for the approval of development agreements. Las Vegas is known for building first and planning later and this plan by the Focus Group is a terrible example of this with too great a density of people on too little land; schools, fire and police are not planned for; as well as the traffic this development will cause is only a few of the concerns to be addressed.

On your website it says: "Councilman Ross has placed smart growth, public safety and affordable family housing as his top priorities." The key word is smart - any proposed growth should be smart and well planned. Also, you always mention Centennial Hills Hospital, "Great Mall of Las Vegas", new fire stations, police station, and new libraries that you have opening in our ward but no mention everywhere of this potential over-development. I wonder why you are trying to keep this a secret. It should not be - with more minds working on something - a better resolution will be the outcome.

So in conclusion, please keep your promise of "Neighbors must be listened to when development can change a neighborhood" and open the Kyle Canyon Development for public hearings and input.

Thank you,
shleru

PC Magazine's 2007 editors' choice for best Web mail-award-winning
Windows
Live Hotmail.
<http://imagine-windowslive.com/hotmail/?locale=en-us&ocid=TX?TAGIIM migration HM mini pcmaq 0507>



Print - Close Window

Date: Tue, 15 May 2007 11:11:19 -0700 (PDT)

From: "todd schwartz" <nwrreglv@yahoo.com>

Subject: City Council Meeting 5/16/07 RE: Kyle Canyon Development

To: "Oscar Goodman" <ogoodman@LasVegasNevada.gov>

CC: "Larry Brown" <lbrown@lasvegasnevada.gov>, "Gary Reese" <greese@lasvegasnevada.gov>, "Steven Ross" <sross@lasvegasnevada.gov>, "Lois Tarkanian" <ltarkanian@lasvegasnevada.gov>, "Brenda Williams" <bwilliams@lasvegasnevada.gov>, "Steve Wolfson" <swolfson@lasvegasnevada.gov>

Our citizen's action group, Northwest Residents for Responsible Growth, is preparing for the City Council hearing this Wednesday May 16, 2007, regarding Focus Group's Kyle Canyon Development and proposed Development Agreement.

While stuffing envelopes, we were talking about the concerns of Summerlin's residents in regard to the right-hand airplane turns. We all wondered, if the concerns of the Summerlin residents merit allocation of hundreds of thousands of dollars to fight the FAA, shouldn't the concerns of the Ward 6 residents merit the delay of the Kyle Canyon Development agreement for a couple of months?

Further, when Focus Group proposed a Master Planned Community in Henderson, Mayor Jim Gibson required Focus to do exactly what we are seeking; conduct meetings with the citizens to discuss the issues raised by the Development Plan. Ultimately Mayor Gibson required Focus to reduce the density of the development and significantly downsize the proposed casino. Olympia Gaming wanted a Master Planned Community in North Las Vegas, the mayor made it conduct numerous meetings to address the concerns of the citizens of North Las Vegas. When Focus Group requested approval for Mountain's Edge, the Clark County Commission denied its request for a casino after opposition from Clark County residents.

We have heard the argument that public meetings were held, and that numerous neighbors attended. However, this planned development affects neighbors throughout the northwest, and not just those who may have received notice in the "1,000 foot" radius. Additionally, the initial information provided to residents regarding the density of this proposed development has significantly changed over time with little communication from the developer and less opportunity for input from the neighboring community. Finally, the impression of many of the neighbors who attended meetings with Focus, was that they conducted the meetings, not out of any genuine concern for neighborhood input, but simply to report to the Council that the meetings had been held.

We, the citizens of Ward 6 in the City of Las Vegas, deserve the same respect, input and time as the citizens of Henderson, North Las Vegas, and Clark County. We deserve to know why this Development Agreement is being hurried through City Council. We deserve to know why our concerns are being dismissed. Finally, why should Focus Group get to develop a project in our Ward that would not have been allowed in Henderson, North Las Vegas or Clark County?

We implore you to take into account the numerous letters of opposition you will receive and give Ward 6's citizens the time and respect we deserve.

4

Northwest Residents for Responsible Growth

(a citizen's action group dedicated to ensuring that the quality of life in Northwest Las Vegas is maintained in our best interests)

Got a little couch potato?
Check out fun summer activities for kids.

Jennifer L. Taylor

From: Jennifer L. Taylor
Sent: Wednesday, May 09, 2007 4:14 PM
To: Councilman Steven Ross
Cc: 'Sheila Lambert'; Todd Schwartz; 'Eileen McKyton'; Wendy Warm; mayoderiso@yahoo.com
Subject: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605

Dear Councilman Ross:

I am writing to you on behalf of Northwest Residents for Responsible Growth, a new citizen's action group dedicated to ensuring the quality of life in the Northwest is maintained and that the best interests of the citizens who elected you are not put behind the money and influence of landowners and developers. As you stated on your campaign website, your job is "to represent our neighborhoods and families". Specifically, I am writing to you today in regard to the proposed Development Agreement between City of Las Vegas and Kyle Acquisition Group, LLC (hereafter the "Kyle Canyon Development Agreement"), and requesting that you "represent our neighborhoods and families" in your continued consideration of the Kyle Canyon project.

The neighborhoods and families of Ward 6 are trusting in you to represent us, and not Focus Group, as the planning for the Kyle Canyon community moves forward. When you ran for election, your election website stated: "Neighbors must be listened to when development can change a neighborhood." Accordingly, we are requesting that Rezoning Application ZON-20543 and DIR-21605 be held at Planning, or that if it is passed, it be held at City Council for at least 75 days to allow the neighbors to truly be involved in the final version of the Kyle Canyon Development Agreement, and to work out a number of issues with the developer. Our Northwest community is suburban in nature, and passing the current version of the Kyle Canyon Development Agreement without significant revisions will forever and detrimentally change the character and quality of life in the Northwest. As such, we believe that it is the most important issue facing you as move into your next election cycle, and trust that you will abide by your assurances that you will listen to the neighbors. The proposed Development Agreement is so profoundly different than other development agreements that have been considered, and it is so profoundly incompatible with the Northwest, that it deserves further public hearings and public input.

Your website for the City states: "Growth and changing population creates unparalleled challenges in Ward 6. Councilman Ross is committed to protecting the existing rural housing areas while at the same time making Ward 6 an attractive place for new families. To accomplish these goals, Councilman Ross has placed smart growth, public safety and affordable family housing as his top priorities. Councilman Ross believes it is important to make sure that public services and structures such as fire stations, police, roads and flood control channels keep pace with the growth in the community. . . . Councilman Ross and his wife Kelli have five children. He likes to say his own family provides a constant reminder of his obligation to protect the quality of life for all families in Ward 6." We do not believe that the current incarnation of the Kyle Canyon Development Agreement meets your commitments to Ward 6, and therefore, it should be held at Planning Commission and/or City Council for further public input and revisions.

Following are our specific areas of concern. We believe that each of these areas touches upon the campaign issues you promised the citizens of Ward 6 would be your priorities and subject to your diligent scrutiny.

5/15/2007

1) The density of the Kyle Canyon Development Agreement, which contemplates 16,000 homes is far too great. In your campaign, you stated that:

- “elected representatives need to recognize the fragile nature of communities and work to protect the character of their neighborhoods”
- “good neighborhoods are the core of good family life...it’s harder to raise a family or retire in dignity if you are worried about your neighborhood.”

Allowing the development of 16,000 new residences and the inclusion of potentially 50,000 new residents does not take into account the fragile nature of our community and does not protect the character of the Northwest. The intensity of this proposed development plan will add to our existing worries about our neighborhoods.

You also recognized the ever critical issue of drought, when you stated: “Recent rains may keep us remembering that we are still in a long-term drought. We must continue to promote water saving methods.” We do not believe that 16,000 residences in this fragile environment is compatible with this promise. You also recognized that “Ward 6 is a diverse community with many rural areas. We must work together to protect the rural lifestyle that so many residents enjoy in the Northwest.” The proposed density in the Kyle Canyon Development Agreement utterly disregards and fails to protect the rural lifestyle of the Northwest.

2) The Kyle Canyon Development Agreement contemplates a casino as the centerpiece of the town center area of the Kyle Canyon community. The casino must be eliminated as a part of this proposed development. In your campaign website you recognized the detrimental effect casinos have upon neighborhoods and stated:

- “Casinos are a part of Nevada life, but we cannot allow large casinos to change the character of a neighborhood.”
- “No neighborhood should be dominated by a huge high-rise casino”.

The proposed Kyle Canyon Development Agreement runs directly afoul of your representation that “no neighborhood” be “dominated by a huge high-rise casino.” We request that you staunchly stand behind this promise, and preclude the casino entitlement as part of the Kyle Canyon Development Agreement.

3) The parks and open space contemplated by the Kyle Canyon Development Agreement are completely insufficient and need to be expanded. Currently, only 6% of the approximately 1700 acres is planned for parks and open spaces. This paucity of parks and open space is completely unacceptable, and the Kyle Canyon Development Agreement needs to be re-written to require Focus Group to increase the amount of parks and open spaces. On you campaign website, you recognized the importance of parks and open spaces and stated:

- “We have opened the Gilcrease Park, Bradley Bridle Park and will open Polly Gonzalez Park in September 2006 – even with the opening of these parks, our community needs more areas for children and families to play safe.”
- “Open space and Parks are an important part of our community –I will continue to hold developers to the task of providing open space and work with the City to build more parks.”
- “Many people in Ward 6 moved here because of its more rural lifestyle. We must continue to expand our trail system.”

Where will the children living in 16,000 new residences play and spend time with this small amount of open space? How does the current proposed Development Plan expand our trail system? Please keep

5/15/2007

your promise to the citizens of Ward 6 and hold Focus Group "to the task" of providing appropriate open space in its Kyle Canyon Development Agreement.

4) The heights of structures contemplated in the Kyle Canyon Development Agreement for the town center and Urban Mixed Use areas is excessive. Currently, the maximum height called out by the Kyle Canyon Development Agreement in the town center area is 160 feet and 80 feet in the Urban Mixed Use areas. Allowing structures of these heights will forever and detrimentally affect the characters and vistas of the Northwest, and the entrance to Kyle Canyon. In your campaign promises, you recognize the damaging effect buildings of such height can have on a neighborhood and state, "[n]o neighborhood should be dominated by a huge, high rise casino." Further structures potentially 80 feet high would be permitted across from two existing elementary schools and across from a proposed high school.

5) We are concerned that the public review process for the future development in Kyle Canyon is insufficient as set out in the Kyle Canyon Development Agreement. We believe that expanded scrutiny needs to be included in the Development Agreement, including a notification range well beyond the 1000 foot radius, and a strict scrutiny of the compatibility and buffering of any proposed uses in the Town Center and Urban Mixed Use designated areas.

6) We believe that the Kyle Canyon Development Agreement does not provide for sufficient infrastructure in light of the fact that it seeks to add 16,000 units and potentially 40,000 - 50,000 residents to our community. Specifically, we believe the Kyle Canyon Development Agreement does not provide for sufficient:

- Fire safety facilities:
- Police facilities:
- Schools:

During your campaign, you stated:

-“I will continue to work with the Las Vegas Metropolitan Police Department to bring a substation to the Northwest part of Las Vegas. We must work hard to have more police officers in our neighborhoods, on our streets and in our parks.” You also stated: “New development must plan for schools, parks and traffic impact.” The Kyle Canyon Development Agreement does not adequately “plan for schools, parks and traffic impacts.” Additionally, it fails to include a plan for sufficient fire and police coverage for another 16,000 residences.

7) We do not believe that the Kyle Canyon Development Agreement allows for sufficient buffering between uses. One example of this, which we have previously brought to your attention, is the Urban Mixed Use designation immediately adjacent to Bilbray and Scherkenbach Elementary Schools. No project has yet been proposed for this parcel, however, we are concerned that absent specific requirements for sufficient buffering, an inappropriate and incompatible use will be requested for this area.

8) We do not believe that the Kyle Canyon Development Agreement takes into consideration compatibility with existing uses. Further, we do not believe that the citizens of Ward 6 will be given an opportunity to comment on compatibility if the Kyle Canyon Development Agreement is passed without additional details as to the proposed uses within the different areas of the development.

5/15/2007

9) We believe that the Kyle Canyon Development Agreement will have a detrimental effect on traffic in the Northwest. Traffic in the Northwest is already at capacity, and 95 cannot handle more rush hour traffic without resulting gridlock. Additionally, there is not sufficient public transportation in the Northwest, and we question the wisdom of allowing this massive growth without first developing a public transportation system and expanding our transportation corridors. In your campaign, you assured the citizens of Ward 6 that you would:

—"continue to work with County, State and federal officials to address the traffic issues in the Northwest."

—"continue to work with the Regional Transportation Commission to improve our public transportation, including adding additional bus routes in the Northwest."

We do not believe that the existing traffic issues have been alleviated and the addition of 16,000 units without developing, in advance, funded solutions to our traffic issues is untenable.

Finally, please remember that the Kyle Canyon Development Agreement is a contract between the City of Las Vegas and the developer, and the effectiveness and appropriateness of a contract are in its details. The details of this contract have not been fully developed, and are too ambiguous to provide protections to both the citizens of Ward 6 and to the City of Las Vegas. We as citizens and taxpayers deserve to have input into the terms of this very important contract, including the opportunity to show you how and where the Kyle Canyon Development Agreement is incomplete, inconsistent, and ambiguous. We expect that if the City enters into a contract, that time will be taken to review and analyze the final terms of the contract, ensure the contract is complete and unambiguous, and that each detail of the contract serves the best interests of the City and the citizens of your ward. While we understand staff and planning has had significant time and input into the Kyle Canyon Development Agreement, the failure to allow adequate input from citizens on this contract puts us in the position we are now in; confused citizens, upset with the process and feeling that their interests were not considered. There has been no real public input and no real work sessions on an issue by issue basis. The final outcome of the City's planning staff's time was not even presented until the break during the April 26, 2007 Planning Commission meeting, and several of the Planning Commissioners expressed their concern at the inadequate time for review of this final and important document. The public at large was not even aware of or given access to the Kyle Canyon Development Agreement until it was made available yesterday. The City of Las Vegas should not accept, for the sake of its citizens, a contract that is not fully vetted. Therefore, the only appropriate action is to hold this matter for further review, input and revisions.

Thank you very much for your time and consideration of our concerns and requests. I and the other members of our group look forward to discussing our concerns with you further.

Sincerely,
Jennifer L. Taylor

401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone [REDACTED]
Direct E-mail address: jtaylor@rvcdlaw.com

This message may contain information that is ATTORNEY-CLIENT PRIVILEGED, ATTORNEY

5/15/2007



Print - Close Window

Date: Tue, 15 May 2007 11:11:19 -0700 (PDT)

From: "todd schwartz" <nwrtrgvl@yahoo.com>

Subject: City Council Meeting 5/16/07 RE: Kyle Canyon Development

To: "Oscar Goodman" <ogoodman@LasVegasNevada.gov>

CC: "Larry Brown" <lbrown@lasvegasnevada.gov>, "Gary Reese" <greese@lasvegasnevada.gov>, "Steven Ross" <sross@lasvegasnevada.gov>, "Lois Tarkanian" <ltarkanian@lasvegasnevada.gov>, "Brenda Williams" <bwilliams@lasvegasnevada.gov>, "Steve Wolfson" <swolfson@lasvegasnevada.gov>

Our citizen's action group, Northwest Residents for Responsible Growth, is preparing for the City Council hearing this Wednesday May 16, 2007, regarding Focus Group's Kyle Canyon Development and proposed Development Agreement.

While stuffing envelopes, we were talking about the concerns of Summerlin's residents in regard to the right-hand airplane turns. We all wondered, if the concerns of the Summerlin residents merit allocation of hundreds of thousands of dollars to fight the FAA, shouldn't the concerns of the Ward 6 residents merit the delay of the Kyle Canyon Development agreement for a couple of months?

Further, when Focus Group proposed a Master Planned Community in Henderson, Mayor Jim Gibson required Focus to do exactly what we are seeking; conduct meetings with the citizens to discuss the issues raised by the Development Plan. Ultimately Mayor Gibson required Focus to reduce the density of the development and significantly downsize the proposed casino. Olympia Gaming wanted a Master Planned Community in North Las Vegas, the mayor made it conduct numerous meetings to address the concerns of the citizens of North Las Vegas. When Focus Group requested approval for Mountain's Edge, the Clark County Commission denied its request for a casino after opposition from Clark County residents.

We have heard the argument that public meetings were held, and that numerous neighbors attended. However, this planned development affects neighbors throughout the northwest, and not just those who may have received notice in the "1,000 foot" radius. Additionally, the initial information provided to residents regarding the density of this proposed development has significantly changed over time with little communication from the developer and less opportunity for input from the neighboring community. Finally, the impression of many of the neighbors who attended meetings with Focus, was that they conducted the meetings, not out of any genuine concern for neighborhood input, but simply to report to the Council that the meetings had been held.

We, the citizens of Ward 6 in the City of Las Vegas, deserve the same respect, input and time as the citizens of Henderson, North Las Vegas, and Clark County. We deserve to know why this Development Agreement is being hurried through City Council. We deserve to know why our concerns are being dismissed. Finally, why should Focus Group get to develop a project in our Ward that would not have been allowed in Henderson, North Las Vegas or Clark County?

We implore you to take into account the numerous letters of opposition you will receive and give Ward 6's citizens the time and respect we deserve.

Northwest Residents for Responsible Growth

(a citizen's action group dedicated to ensuring that the quality of life in Northwest Las Vegas is maintained in our best interests)

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This message is not flagged. [[Flag Message](#) - [Mark as Unread](#)] [Printable View](#)**Date:** Mon, 14 May 2007 22:20:31 -0700 (PDT)**From:** "todd schwartz" <nwrrglv@yahoo.com> [Add to Address Book](#) [Add Mobile Alert](#)**Subject:** [Fwd: Opposition to passage of kyle canyon development agreement](#)**To:** "Larry Brown" <councilman-lbrown@lasvegasnevada.gov>, "Oscar Goodman" <ogoodman@LasVegasNevada.gov>, "Sheila Lambert" <slambert@LasVegasNevada.gov>, "Gary Reese" <councilman-greese@lasvegasnevada.gov>, "Steven Ross" <councilman-sross@lasvegasnevada.gov>, "Lois Tarkanian" <councilwomanman-ltarkanian@lasvegasnevada.gov>, "Brenda Williams" <councilwomanman-bwilliams@lasvegasnevada.gov>, "Steve Wolfson" <councilman-swolfson@lasvegasnevada.gov>

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[Check out fitting gifts for grads at Yahoo! Search.](#)**Forwarded Message** [[Download File](#) | [Save to Yahoo! Briefcase](#)]**From:** "Donelle" <pearlz@cox.net>**To:** councilman-sross@lasvegasnevada.gov**CC:** NWRRGLV@YAHOO.COM**Subject:** Opposition to passage of kyle canyon development agreement**Date:** Mon, 14 May 2007 21:38:56 -0700**HTML Attachment** [[Scan and Save to Computer](#) | [Save to Yahoo! Briefcase](#)]

I am voicing my opposition to the passage of the kyle canyon development agreement and a request that the matter be held for at least 75 days to allow for public hearings and input. I want councilman Ross to know that the citizens of his ward and the citizens of Las Vegas demand input, and appropriate notice, and information, on a proposed contract that will forever alter the character of the Northwest.

The current development agreement and proposed zoning is ill-advised, and needs serious revisions prior to passage.

As a citizen and taxpayer I deserve to have input into the terms of this very important contract. All of us citizens would like meetings with the developer and work sessions to be able to work through our many issues of concern, one by one. As a resident of the area I want to see what they are planning before they move forward.

Henderson and North Las Vegas required such meetings prior to the approval of similar development agreements. Why shouldn't the City of Las Vegas offer the same opportunity to its citizens?????

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Date: Mon, 14 May 2007 22:18:52 -0700 (PDT)**From:** "todd schwartz" <nwrrglv@yahoo.com>**Subject:** Fwd: Kyle Canyon Development

To: "Larry Brown" <councilman-lbrown@lasvegasnevada.gov>, "Oscar Goodman" <ogoodman@LasVegasNevada.gov>, "Sheila Lambert" <slambert@LasVegasNevada.gov>, "Gary Reese" <councilman-greese@lasvegasnevada.gov>, "Steven Ross" <councilman-sross@lasvegasnevada.gov>, "Lois Tarkanian" <councilwomanman-ltarkanian@lasvegasnevada.gov>, "Brenda Williams" <councilwomanman-bwilliams@lasvegasnevada.gov>, "Steve Wolfson" <councilman-swolfson@lasvegasnevada.gov>

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Forwarded Message**Date:** Mon, 14 May 2007 17:57:12 -0700**From:** randy7171@cox.net**To:** Councilman-sross@LasVegasNevada.gov**Subject:** Kyle Canyon Development**CC:** NWRRGLV@yahoo.com**Plain Text Attachment**

I received a very disturbing letter in the mail today and felt the need to e-mail you about it. The letter stated that there is a proposed project to build a casino in the area of my home. If I am not mistaken (and I'm not) one of your campaign promises was "neighbors must be listened to when development can change a neighborhood". Was that a true promise or campaign B.S.? If I had not gotten this letter, I would not know anything about a casino being built until after they had broken ground. If you allow this to move forward without my neighbors and I to have the chance to voice our opinion I promise I will do all I can to ensure you are never elected to another voter-elected office in the state of Nevada. I request that this matter be held for at least 75 days to allow for public hearings and input. I promise I will be watching. "I am not a politician - I keep my promises".

randy7171

http://us.f575.mail.yahoo.com/ym/ShowLetter?box=Inbox&MsgId=6332_5628254_22289... 5/15/2007 **14**

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fast as 1 yr.[Previous](#) | [Next](#) | [Back to Messages](#)[Delete](#)[Reply](#)[Forward](#)[Spam](#)[Move...](#)This message is not flagged. [\[Flag Message - Mark as Unread \]](#) [Printable View](#)**Date:** Mon, 14 May 2007 22:23:28 -0700 (PDT)**From:** "todd schwartz" <nwrrglv@yahoo.com> [Add to Address Book](#) [Add Mobile Alert](#)**Subject:** Fwd: FW: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605**To:** "Larry Brown" <councilman-lbrown@lasvegasnevada.gov>, "Oscar Goodman" <ogoodman@LasVegasNevada.gov>, "Sheila Lambert" <slambert@LasVegasNevada.gov>, "Gary Reese" <councilman-greese@lasvegasnevada.gov>, "Steven Ross" <councilman-sross@lasvegasnevada.gov>, "Lois Tarkanian" <councilwomanman-ltarkanian@lasvegasnevada.gov>, "Brenda Williams" <councilwomanman-bwilliams@lasvegasnevada.gov>, "Steve Wolfson" <councilman-swolfson@lasvegasnevada.gov>

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Forwarded Message [\[Download File \]](#) [Save to Yahoo! Briefcase](#)**Subject:** FW: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605**Date:** Mon, 14 May 2007 22:18:29 -0700**From:** "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM>**To:** nwrrglv@yahoo.com**HTML Attachment** [\[Scan and Save to Computer \]](#) [Save to Yahoo! Briefcase](#)http://us.f575.mail.yahoo.com/ym/ShowLetter?MsgId=6608_5634502_21557_1097_1238... 5/15/2007

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Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone [REDACTED]
Direct E-mail address: jtaylor@rvcdlaw.com

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-----Original Message-----

From: Jennifer L. Taylor
Sent: Wednesday, May 09, 2007 4:14 PM
To: Councilman Steven Ross
Cc: 'Shella Lambert'; Todd Schwartz; 'Eileen McKyton'; Wendy Warm; mayoderiso@yahoo.com
Subject: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605

Dear Councilman Ross:

I am writing to you on behalf of Northwest Residents for Responsible Growth, a new citizen's action group dedicated to ensuring the quality of life in the Northwest is maintained and that the best interests of the citizens who elected you are not put behind the money and influence of landowners and developers. As you stated on your campaign website, your job is "to represent our neighborhoods and families". Specifically, I am writing to you today in regard to the proposed Development Agreement between City of Las Vegas and Kyle Acquisition Group, LLC (hereafter the "Kyle Canyon Development Agreement"), and requesting that you "represent our neighborhoods and families" in your continued consideration of the Kyle Canyon project.

The neighborhoods and families of Ward 6 are trusting in you to represent us, and not Focus Group, as the planning for the Kyle Canyon community moves forward. When you ran for election, your election website stated: "Neighbors must be listened to when development can change a neighborhood." Accordingly, we are requesting that Rezoning Application ZON-20543 and DIR-21605 be held at Planning, or that if it is passed, it be held at City Council for at least 75 days to allow the neighbors to truly be involved in the final version of the Kyle

Canyon Development Agreement, and to work out a number of issues with the developer. Our Northwest community is suburban in nature, and passing the current version of the Kyle Canyon Development Agreement without significant revisions will forever and detrimentally change the character and quality of life in the Northwest. As such, we believe that it is the most important issue facing you as move into your next election cycle, and trust that you will abide by your assurances that you will listen to the neighbors. The proposed Development Agreement is so profoundly different than other development agreements that have been considered, and it is so profoundly incompatible with the Northwest, that it deserves further public hearings and public input.

Your website for the City states: "Growth and changing population creates unparalleled challenges in Ward 6. Councilman Ross is committed to protecting the existing rural housing areas while at the same time making Ward 6 an attractive place for new families. To accomplish these goals, Councilman Ross has placed smart growth, public safety and affordable family housing as his top priorities. Councilman Ross believes it is important to make sure that public services and structures such as fire stations, police, roads and flood control channels keep pace with the growth in the community. . . . Councilman Ross and his wife Kelli have five children. He likes to say his own family provides a constant reminder of his obligation to protect the quality of life for all families in Ward 6." We do not believe that the current incarnation of the Kyle Canyon Development Agreement meets your commitments to Ward 6, and therefore, it should be held at Planning Commission and/or City Council for further public input and revisions.

Following are our specific areas of concern. We believe that each of these areas touches upon the campaign issues you promised the citizens of Ward 6 would be your priorities and subject to your diligent scrutiny.

1) The density of the Kyle Canyon Development Agreement, which contemplates 16,000 homes is far too great. In your campaign, you stated that:

-- "elected representatives need to recognize the fragile nature of communities and work to protect the character of their neighborhoods"

-- "good neighborhoods are the core of good family life...it's harder to raise a family or retire in dignity if you are worried about your neighborhood."

Allowing the development of 16,000 new residences and the inclusion of potentially 50,000 new residents does not take into

account the fragile nature of our community and does not protect the character of the Northwest. The intensity of this proposed development plan will add to our existing worries about our neighborhoods.

You also recognized the ever critical issue of drought, when you stated: "Recent rains may keep us remembering that we are still in a long-term drought. We must continue to promote water saving methods." We do not believe that 16,000 residences in this fragile environment is compatible with this promise. You also recognized that "Ward 6 is a diverse community with many rural areas. We must work together to protect the rural lifestyle that so many residents enjoy in the Northwest." The proposed density in the Kyle Canyon Development Agreement utterly disregards and fails to protect the rural lifestyle of the Northwest.

2) The Kyle Canyon Development Agreement contemplates a casino as the centerpiece of the town center area of the Kyle Canyon community. The casino must be eliminated as a part of this proposed development. In your campaign website you recognized the detrimental effect casinos have upon neighborhoods and stated:

- "Casinos are a part of Nevada life, but we cannot allow large casinos to change the character of a neighborhood."

- "No neighborhood should be dominated by a huge high-rise casino".

The proposed Kyle Canyon Development Agreement runs directly afoul of your representation that "no neighborhood" be "dominated by a huge high-rise casino." We request that you staunchly stand behind this promise, and preclude the casino entitlement as part of the Kyle Canyon Development Agreement.

3) The parks and open space contemplated by the Kyle Canyon Development Agreement are completely insufficient and need to be expanded. Currently, only 6% of the approximately 1700 acres is planned for parks and open spaces. This paucity of parks and open space is completely unacceptable, and the Kyle Canyon Development Agreement needs to be re-written to require Focus Group to increase the amount of parks and open spaces. On you campaign website, you recognized the importance of parks and open spaces and stated:

- "We have opened the Gilcrease Park, Bradley Bridle Park and will open Polly Gonzalez Park in September 2006 - even with the opening of these parks, our community needs more areas for children and families to play safe."

–“Open space and Parks are an important part of our community –I will continue to hold developers to the task of providing open space and work with the City to build more parks.”

–“Many people in Ward 6 moved here because of its more rural lifestyle. We must continue to expand our trail system.”

Where will the children living in 16,000 new residences play and spend time with this small amount of open space? How does the current proposed Development Plan expand our trail system? Please keep your promise to the citizens of Ward 6 and hold Focus Group “to the task” of providing appropriate open space in its Kyle Canyon Development Agreement.

4) The heights of structures contemplated in the Kyle Canyon Development Agreement for the town center and Urban Mixed Use areas is excessive. Currently, the maximum height called out by the Kyle Canyon Development Agreement in the town center area is 160 feet and 80 feet in the Urban Mixed Use areas. Allowing structures of these heights will forever and detrimentally affect the characters and vistas of the Northwest, and the entrance to Kyle Canyon. In your campaign promises, you recognize the damaging effect buildings of such height can have on a neighborhood and state, “[n]o neighborhood should be dominated by a huge, high rise casino.” Further structures potentially 80 feet high would be permitted across from two existing elementary schools and across from a proposed high school.

5) We are concerned that the public review process for the future development in Kyle Canyon is insufficient as set out in the Kyle Canyon Development Agreement. We believe that expanded scrutiny needs to be included in the Development Agreement, including a notification range well beyond the 1000 foot radius, and a strict scrutiny of the compatibility and buffering of any proposed uses in the Town Center and Urban Mixed Use designated areas.

6) We believe that the Kyle Canyon Development Agreement does not provide for sufficient infrastructure in light of the fact that it seeks to add 16,000 units and potentially 40,000 - 50,000 residents to our community. Specifically, we believe the Kyle Canyon Development Agreement does not provide for sufficient:

–Fire safety facilities:

–Police facilities:

-Schools:

During your campaign, you stated:

-“I will continue to work with the Las Vegas Metropolitan Police Department to bring a substation to the Northwest part of Las Vegas. We must work hard to have more police officers in our neighborhoods, on our streets and in our parks.” You also stated: “New development must plan for schools, parks and traffic impact.” The Kyle Canyon Development Agreement does not adequately “plan for schools, parks and traffic impacts.” Additionally, it fails to include a plan for sufficient fire and police coverage for another 16,000 residences.

7) We do not believe that the Kyle Canyon Development Agreement allows for sufficient buffering between uses. One example of this, which we have previously brought to your attention, is the Urban Mixed Use designation immediately adjacent to Bilbray and Scherckenbach Elementary Schools. No project has yet been proposed for this parcel, however, we are concerned that absent specific requirements for sufficient buffering, an inappropriate and incompatible use will be requested for this area.

8) We do not believe that the Kyle Canyon Development Agreement takes into consideration compatibility with existing uses. Further, we do not believe that the citizens of Ward 6 will be given an opportunity to comment on compatibility if the Kyle Canyon Development Agreement is passed without additional details as to the proposed uses within the different areas of the development.

9) We believe that the Kyle Canyon Development Agreement will have a detrimental effect on traffic in the Northwest. Traffic in the Northwest is already at capacity, and 95 cannot handle more rush hour traffic without resulting gridlock. Additionally, there is not sufficient public transportation in the Northwest, and we question the wisdom of allowing this massive growth without first developing a public transportation system and expanding our transportation corridors. In your campaign, you assured the citizens of Ward 6 that you would:

-“continue to work with County, State and federal officials to address the traffic issues in the Northwest.”

-“continue to work with the Regional Transportation Commission to improve our public transportation, including adding additional bus routes in the Northwest.”

We do not believe that the existing traffic issues have been alleviated and the addition of 16,000 units without developing, in advance, funded solutions to our traffic issues is untenable.

Finally, please remember that the Kyle Canyon Development Agreement is a contract between the City of Las Vegas and the developer, and the effectiveness and appropriateness of a contract are in its details. The details of this contract have not been fully developed, and are too ambiguous to provide protections to both the citizens of Ward 6 and to the City of Las Vegas. We as citizens and taxpayers deserve to have input into the terms of this very important contract, including the opportunity to show you how and where the Kyle Canyon Development Agreement is incomplete, inconsistent, and ambiguous. We expect that if the City enters into a contract, that time will be taken to review and analyze the final terms of the contract, ensure the contract is complete and unambiguous, and that each detail of the contract serves the best interests of the City and the citizens of your ward. While we understand staff and planning has had significant time and input into the Kyle Canyon Development Agreement, the failure to allow adequate input from citizens on this contract puts us in the position we are now in; confused citizens, upset with the process and feeling that their interests were not considered. There has been no real public input and no real work sessions on an issue by issue basis. The final outcome of the City's planning staff's time was not even presented until the break during the April 26, 2007 Planning Commission meeting, and several of the Planning Commissioners expressed their concern at the inadequate time for review of this final and important document. The public at large was not even aware of or given access to the Kyle Canyon Development Agreement until it was made available yesterday. The City of Las Vegas should not accept, for the sake of its citizens, a contract that is not fully vetted. Therefore, the only appropriate action is to hold this matter for further review, input and revisions.

Thank you very much for your time and consideration of our concerns and requests. I and the other members of our group look forward to discussing our concerns with you further.

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

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Date: Mon, 14 May 2007 22:17:47 -0700 (PDT)**From:** "todd schwartz" <nwrrglv@yahoo.com>**Subject:** Fwd: ZON-20543 and DIR-21605

To: "Larry Brown" <councilman-lbrown@lasvegasnevada.gov>, "Oscar Goodman" <ogoodman@LasVegasNevada.gov>, "Shella Lambert" <slambert@LasVegasNevada.gov>, "Gary Reese" <councilman-greese@lasvegasnevada.gov>, "Steven Ross" <councilman-sross@lasvegasnevada.gov>, "Lois Tarkanian" <councilwomanman-ltarkanian@lasvegasnevada.gov>, "Brenda Williams" <councilwomanman-bwilliams@lasvegasnevada.gov>, "Steve Wolfson" <councilman-swolfson@lasvegasnevada.gov>

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Forwarded Message**Date:** Mon, 14 May 2007 17:00:22 -0700 (PDT)**From:** "Lucille Valentine" <lucillevalentine@yahoo.com>**Subject:** ZON-20543 and DIR-21605**To:** Councilman-sross@LasVegasNevada.gov, NWRRGLV@yahoo.com**HTML Attachment**

I learned today that the re-zoning of this area which is directly north of me is underway. I strongly object to the rezoning of a neighborhood without the residents being fully informed or being allowed input.

I understand that we would not be getting the public park we were promised, but instead yet another casino. A casino is something we most definitely do not need or want in a family oriented community. I also understand the plan is to build 16,000 more homes on just 1,7000 acres, which indicates that these homes would be apartment complexes.

This plan would most certainly devalue my home and make it a less than desirable place to live. The traffic for a casino and apartments is just one concern. The inherent crime that accompanies them is cause for all to be alarmed. Santa Fe Station is just down the road. They recently expanded to the point where they could probably contain the entire north area if needed.

My understanding was that public parks and undeveloped areas were required to prevent the over-population of an area. Where are the schools, police stations and fire stations for this area. I hope the long term plan is not to continue staking out an ambulance in the Albertsons parking lot just in case of an emergency.

Rush hour access to Highway 95 already is causing a backup problem. When the new hospital opens along with the shopping mall underway the traffic congestion will be horrendous./

Mr. Ross, I voted for you because I believed you when you said that neighbors must be listened to when development can change a neighborhood. I hope this was not just campaign hot air.

This neighborhood needs to remain a bedroom community!

I was informed that the City Council hearing on this matter is set for Wednesday, May 16th. Please have this matter postponed until the concerns of the residents can be heard.

http://us.f575.mail.yahoo.com/ym/ShowLetter?box=Inbox&MsgId=6267_5611505_22617... 5/15/2007 **23**

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Lucie Valentine

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Date: Mon, 14 May 2007 22:15:48 -0700 (PDT)**From:** "todd schwartz" <nwrrglv@yahoo.com>**Subject:** Fwd: Kyle Canyon Development**To:** "Larry Brown" <councilman-lbrown@lasvegasnevada.gov>, "Oscar Goodman" <ogoodman@LasVegasNevada.gov>, "Sheila Lambert" <slambert@LasVegasNevada.gov>, "Gary Reese" <councilman-greese@lasvegasnevada.gov>, "Steven Ross" <councilman-ross@lasvegasnevada.gov>, "Lois Tarkanian" <councilwomanman-ltarkanian@lasvegasnevada.gov>, "Brenda Williams" <councilwomanman-bwilliams@lasvegasnevada.gov>, "Steve Wolfson" <councilman-swolfson@lasvegasnevada.gov>

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I staunchly oppose the Kyle Canyon Development agreement and request that the matter be held for at least 75 days to allow for public hearings and input. As a resident in the Northwest end of the valley, we deserve to be able to, not only voice our input, but to also be heard by our councilman. The Kyle Canyon development changes will impact our neighborhood to a great degree and, as taxpayers, we should receive the opportunity to see what will be planned for our area prior to moving forward with development.

Sincerely,

S. Carter

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Date: Mon, 14 May 2007 22:14:43 -0700 (PDT)**From:** "todd schwartz" <nwrrglv@yahoo.com>**Subject:** Fwd: Kyle Canyon development**To:** "Larry Brown" <councilman-lbrown@lasvegasnevada.gov>, "Oscar Goodman" <ogoodman@LasVegasNevada.gov>, "Sheila Lambert" <slambert@LasVegasNevada.gov>, "Gary Reese" <councilman-greese@lasvegasnevada.gov>, "Steven Ross" <councilman-ross@lasvegasnevada.gov>, "Lois Tarkanian" <councilwomanman-ltarkanian@lasvegasnevada.gov>, "Brenda Williams" <councilwomanman-bwilliams@lasvegasnevada.gov>, "Steve Wolfson" <councilman-swolfson@lasvegasnevada.gov>

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Forwarded Message**From:** "Paul Adams" <paulblimp@cox.net>**To:** councilman-ross@lasvegasnevada.gov**CC:** nwrrglv@yahoo.com, kari.adams@swgas.com**Subject:** Kyle Canyon development**Date:** Mon, 14 May 2007 12:24:41 -0700**HTML Attachment**

Dear Councilman Ross,

It is just recently that I have become aware of the proposed Kyle Canyon Development agreement and am most alarmed by it. I am extremely disappointed to learn that such a massive development with its undoubted significant impact on those of us already live in the North West can be approved without public comment or review. I am extremely concerned about this.

The traffic situation in the North West is already becoming critical with the freeways already blocked in both direction during rush hour on a daily basis. To add another 16,000 homes and a casino will make the situation intolerable.

Just as concerning is the tiny percentage of land put apart for parks and other open spaces. We should be building a city that people like to live in and are proud of. However, more and more I hear "I don't like what the city has become". To cram this many houses into such a small area will only increase the impression of Las Vegas of having become a high density, low quality town with a rapidly falling quality of life and a loss of any sense of community or pride.

The North West does not need another Casino. We are well served by the Santa Fe, and just a little further away Texas Station and the Fiesta.

This is your ward. I am asking you to do the right thing and hold this matter for at least 75 days so that public hearings can be held.

http://us.f575.mail.yahoo.com/ym/ShowLetter?box=Inbox&MsgId=6083_5604993_23273... 5/15/2007

Yahoo! Mail - nwrrglv@yahoo.com

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We do not need more high density, poorly built homes. We need developments that are well planned and spacious and that do not impact on the quality of life of residents already there.

Paul A Adams

Yahoo! Mail - nwrrglv@yahoo.com

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YAHOO! MAIL

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Date: Mon, 14 May 2007 22:13:00 -0700 (PDT)
From: "todd schwartz" <nwrrglv@yahoo.com>
Subject: Fwd: Kyle Canyon Development Agreement

To: "Larry Brown" <councilman-lbrown@lasvegasnevada.gov>, "Oscar Goodman" <ogoodman@LasVegasNevada.gov>, "Shella Lambert" <slambert@LasVegasNevada.gov>, "Gary Reese" <councilman-greese@lasvegasnevada.gov>, "Steven Ross" <councilman-sross@lasvegasnevada.gov>, "Lois Tarkanian" <councilwomanman-ltarkanian@lasvegasnevada.gov>, "Brenda Williams" <councilwomanman-bwilliams@lasvegasnevada.gov>, "Steve Wolfson" <councilman-swolfson@lasvegasnevada.gov>

Note: forwarded message attached.

Northwest Residents for Responsible Growth

(a citizen's action group dedicated to ensuring that the quality of life in Northwest Las Vegas is maintained in our best interests)

Boardwalk for \$500? In 2007? Ha!
[Play Monopoly Here and Now](#) (It's updated for today's economy) at Yahoo! Games.

Forwarded Message

From: "Jim C" <jckckd@cox.net>
To: councilman-sross@lasvegasnevada.gov
CC: nwrrglv@yahoo.com, lbrown@lasvegasnevada.gov
Subject: Kyle Canyon Development Agreement
Date: Sun, 13 May 2007 18:45:22 -0700

HTML Attachment**Councilman Ross**

I seldom, well never, write to my councilman about anything but I feel drawn to by this proposed agreement and development. There are several concerns that I have, first and foremost is traffic. If you haven't driven the 95 northbound lately you need to. With only the existing lanes it already bunches up at Cheyenne, and when the 95 widening is done to 5 lanes then my guess is it will be backing up from just after Lake Mead and will be a nightmare. Now add this proposed 16,000 homes and potential 50,000 people and it will take longer to get from Lake Mead to Durango than it does now to get from the airport through the spaghetti bowl. And by the looks of our state finances there aren't going to be any dollars for widening the 95 from Craig north for several years. I would assume that there are plans for additional 95 exits north of Durango, but then again you know what they say about "assuming".

The other concern is of course infrastructure, will there be adequate schools, fire and police additions and will they be complete and operational when the development is. Again I come back to, "who is going to pay for this"? Is the developer or the taxpayers?

I realize that development is inevitable, my wife and I mover here 6 years ago and have seen our remote area explode in development. But generally speaking it has moved along with infrastructure, other than the 95, and it has been okay, inconvenient a lot of the time but tolerable. I just see this new development as a nightmare to come, and it will be here fast.

I encourage you to open this development up for more public input via meetings with the city and the developer.

Thank you for your time

http://us.f375.mail.yahoo.com/ym/ShowLetter?box=Inbox&MsgId=5980_5601061_23601... 5/15/2007 

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Jim Cady
8409 Glistening Dew Ct
Las Vegas, NV 89131

Yahoo! Mail - nwrrglv@yahoo.com

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Date: Mon, 14 May 2007 21:12:34 -0700 (PDT)
From: "todd schwartz" <nwrrglv@yahoo.com>
Subject: Fwd: zon-20543 and dir-21605
To: "Steven Ross" <councilman-ross@lasvegasnevada.gov>

Dear Councilman Ross:

Attached is another letter from a concerned neighbor asking that you think before allowing the Kyle Canyon Development go forward in its current incarnation.

Sincerely,
Jennifer Taylor
A member of Northwest Residents for Responsible Growth

Note: forwarded message attached.

Northwest Residents for Responsible Growth
(a citizen's action group dedicated to ensuring that the quality of life in Northwest Las Vegas is maintained in our best interests)

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Forwarded Message

Date: Mon, 14 May 2007 20:42:51 -0700
Subject: zon-20543 and dir-21605
To: nwrrglv@yahoo.com
From: "Darla Martin" <trippmom@Interact.ccsd.net>

Plain Text Attachment

Hi Jennifer,

I tried to go to the address you gave me and it wouldn't let me get to it so could you please forward this for me?

Councilman Ross,

Please consider keeping this neighborhood and the surrounding areas free of low-income housing, casinos and apartment buildings. We moved here 4 years ago to make a better life for our family. We moved out of a neighborhood that had apartment buildings, and lower income housing and the neighborhood was in shambles. Please keep our neighborhood free of these proposals. Not only will the property suffer, the schools would be overcrowded and the freeways will experience gridlock conditions. Thank you in advance for your consideration in this matter.

Darla Martin
7th Grade Reading
Cadwallader Middle School

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7775 Elkhorn Rd.
Las Vegas, NV 89131
~~Phone: (702) 795-8852~~
~~www.7775elkhorn.com~~

"Compliment 3 people everyday!!"

Yahoo! Mail - nwrrglv@yahoo.com

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YAHOO! MAIL

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Subject: Flyers - update**Date:** Sun, 13 May 2007 17:16:47 -0700**From:** "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM>**To:** "Wendy Warm" <whwarm@yahoo.com>, "Todd Schwartz" <toddsmra@yahoo.com>, "Eileen McKyton" <mckytone@cox.net>, mayoderiso@yahoo.com, nwrrglv@yahoo.com

Hi all:

Here's where we are on the flyers. Marvin took 169 and handed them out a 4 Winds. My Mom and I went out this am and walked them around 1/2 the homes in Centennial Point, then we had to go get water. While we were driving to the Smith's, we wrote down some other potential subdivisions to hand out flyers. We also found a small jack/rat terrier mix dog dragging a chain along behind him while we were in DR Horton's Ft. Apache Square (anyone know anyone who lost a dog like this/may want a dog like this if we can't find owner?). While knocking on doors to see if the owner was nearby, we handed out another 6 or so in that subdivision. We also met a man and his wife walking along the street. They live in Tapestry and the man works at Shadow Ridge High. We gave him a few flyers to take to his neighborhood and he said he'd run some off and put them in the mailboxes at Shadow Ridge. We also met a woman, her husband and scads of kids in Tapestry who was appalled at the idea of a casino. So she took about 6 flyers. My husband took 10 up to Le Reve with him tonight b/c there are a lot of stagehands who live up here. So, now I have 175 left. I will walk some around my neighborhood and leave them with the 25 or so people I know have any interest in civic involvement.

My next idea was to go back to some of the subdivisions immediately adjacent to the property, but I really can't do anything else until the meeting on Wed. b/c of work. Wendy, call me and we'll draft the email to go to the Council, but then I have to stop b/c of the work issue. Lisa says that we need to include the hammer of SB 208 in that letter as well.

I didn't get any responses, other than Marvin from my request for volunteers. So, if you've talked to anyone else who can walk the last 150, that would be great. I also looked up the officers for the following communities.

Cascade: Property Mgmt = Benchmark
 Matthew Biven - 7848 Ithaca Falls
 Russel Farmintino, Jr. - 7833 Ithaca Falls
 Jessica Moore - 9468 Plover Falls

Cascade is right across from the construction trailer.

Turtle Rock: Prop Mgmt - Terra West. These look like fairly high end homes. It's gated, though, so we couldn't even get in to leave flyers.

Jack Christensen: 9732 Sienna Valley Ave.
 Alan Grimm: 7616 Duet Springs
 Marc Leberger: 9620 Sandy Turtle Dr.
 John Tennert: 7712 Native Winds Ct.

Terrasano: Prop. Mgmt. - Terra West
 Tommy Hunsaker - 7624 Sonora View St.
 Gerald White - 7621 Sonora View St.

For the C-Store, I looked up phone numbers and cold called people on boards and got a couple email addresses, so someone could do that too.

Anyway, Wendy, call me at hoer [REDACTED] when you want to work on the letter. We all need to talk before Wed. to figure out statements. Todd, let me know as soon as you hear from Ross. Thanks. I hope you all had a good weekend.

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Sincerely,
Jennifer L. Taylor
Robertson & Vick , LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone [REDACTED]
Direct E-mail address: jtaylor@rvcdlaw.com

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Subject: FW: [Fwd: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605]**Date:** Mon, 14 May 2007 22:55:44 -0700**From:** "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM>**To:** nwrrglv@yahoo.com

-----Original Message-----

From: Michelle O. Tobler [mailto:mtobler@trumanlegal.com]**Sent:** Wed 5/9/2007 7:13 PM**To:** Councilman-sross@LasVegasNevada.GOV**Cc:** Jennifer L. Taylor**Subject:** [Fwd: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605]

Dear Councilman Ross:

add

As a resident of the northwest and a Ward 6 constituent, I wanted to
my opposition to such a high density development in our area, and I
agree with the comments made in Ms. Taylor's letter, attached hereto.

Sincerely,
Michelle Tobler
7800 Faith Ct.
Las Vegas, NV 89131

Forwarded Message**Subject:** Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605**Date:** Wed, 9 May 2007 16:14:13 -0700**From:** "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM>**To:** "Councilman Steven Ross" <Councilman-sross@LasVegasNevada.GOV>**CC:** "Sheila Lambert" <slambert@LasVegasNevada.GOV>, "Todd Schwartz" <toddsrira@yahoo.com>, "Eileen McKyton" <mckytone@cox.net>, "Wendy Warm" <whwarm@yahoo.com>, mayoderiso@yahoo.com**Plain Text Attachment**

Dear Councilman Ross:

I am writing to you on behalf of Northwest Residents for Responsible Growth, a new citizen's action group dedicated to ensuring the quality of life in the Northwest is maintained and that the best interests of the citizens who elected you are not put behind the money and influence of landowners and developers. As you stated on your campaign website, your job is "to represent our neighborhoods and families". Specifically, I am writing to you today in regard to the proposed Development Agreement between City of Las Vegas and Kyle Acquisition Group,

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LLC (hereafter the "Kyle Canyon Development Agreement"), and requesting that you "represent our neighborhoods and families" in your continued consideration of the Kyle Canyon project.

The neighborhoods and families of Ward 6 are trusting in you to represent us, and not Focus Group, as the planning for the Kyle Canyon community moves forward. When you ran for election, your election website stated: "Neighbors must be listened to when development can change a neighborhood." Accordingly, we are requesting that Rezoning Application ZON-20543 and DIR-21605 be held at Planning, or that if it is passed, it be held at City Council for at least 75 days to allow the neighbors to truly be involved in the final version of the Kyle Canyon Development Agreement, and to work out a number of issues with the developer. Our Northwest community is suburban in nature, and passing the current version of the Kyle Canyon Development Agreement without significant revisions will forever and detrimentally change the character and quality of life in the Northwest. As such, we believe that it is the most important issue facing you as move into your next election cycle, and trust that you will abide by your assurances that you will listen to the neighbors. The proposed Development Agreement is so profoundly different than other development agreements that have been considered, and it is so profoundly incompatible with the Northwest, that it deserves further public hearings and public input.

Your website for the City states: "Growth and changing population creates unparalleled challenges in Ward 6. Councilman Ross is committed to protecting the existing rural housing areas while at the same time making Ward 6 an attractive place for new families. To accomplish these goals, Councilman Ross has placed smart growth, public safety and affordable family housing as his top priorities. Councilman Ross believes it is important to make sure that public services and structures such as fire stations, police, roads and flood control channels keep pace with the growth in the community. . . . Councilman Ross and his wife Kelli have five children. He likes to say his own family provides a constant reminder of his obligation to protect the quality of life for all families in Ward 6." We do not believe that the current incarnation of the Kyle Canyon Development Agreement meets your commitments to Ward 6, and therefore, it should be held at Planning Commission and/or City Council for further public input and revisions.

Following are our specific areas of concern. We believe that each of these areas touches upon the campaign issues you promised the citizens of Ward 6 would be your priorities and subject to your diligent scrutiny.

1) The density of the Kyle Canyon Development Agreement, which contemplates 16,000 homes is far too great. In your campaign, you stated that:

-- "elected representatives need to recognize the fragile nature of communities and work to protect the character of their neighborhoods"

- "good neighborhoods are the core of good family life...it's harder to raise a family or retire in dignity if you are worried about your

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neighborhood."

Allowing the development of 16,000 new residences and the inclusion of potentially 50,000 new residents does not take into account the fragile nature of our community and does not protect the character of the Northwest. The intensity of this proposed development plan will add to our existing worries about our neighborhoods.

You also recognized the ever critical issue of drought, when you stated: "Recent rains may keep us remembering that we are still in a long-term drought. We must continue to promote water saving methods." We do not believe that 16,000 residences in this fragile environment is compatible with this promise. You also recognized that "Ward 6 is a diverse community with many rural areas. We must work together to protect the rural lifestyle that so many residents enjoy in the Northwest." The proposed density in the Kyle Canyon Development Agreement utterly disregards and fails to protect the rural lifestyle of the Northwest.

2) The Kyle Canyon Development Agreement contemplates a casino as the centerpiece of the town center area of the Kyle Canyon community. The casino must be eliminated as a part of this proposed development. In your campaign website you recognized the detrimental effect casinos have upon neighborhoods and stated:

- "Casinos are a part of Nevada life, but we cannot allow large casinos to change the character of a neighborhood."

- "No neighborhood should be dominated by a huge high-rise casino".

The proposed Kyle Canyon Development Agreement runs directly afoul of your representation that "no neighborhood" be "dominated by a huge high-rise casino." We request that you staunchly stand behind this promise, and preclude the casino entitlement as part of the Kyle Canyon Development Agreement.

3) The parks and open space contemplated by the Kyle Canyon Development Agreement are completely insufficient and need to be expanded. Currently, only 6% of the approximately 1700 acres is planned for parks and open spaces. This paucity of parks and open space is completely unacceptable, and the Kyle Canyon Development Agreement needs to be re-written to require Focus Group to increase the amount of parks and open spaces. On you campaign website, you recognized the importance of parks and open spaces and stated:

- "We have opened the Gilcrease Park, Bradley Bridle Park and will open Polly Gonzalez Park in September 2006 - even with the opening of these parks, our community needs more areas for children and families to play safe."

- "Open space and Parks are an important part of our community -I will continue to hold developers to the task of providing open space and work with the City to build more parks."

- "Many people in Ward 6 moved here because of its more

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rural lifestyle. We must continue to expand our trail system."

where will the children living in 16,000 new residences play and spend time with this small amount of open space? How does the current proposed Development Plan expand our trail system? Please keep your promise to the citizens of Ward 6 and hold Focus Group "to the task" of providing appropriate open space in its Kyle Canyon Development Agreement.

4) The heights of structures contemplated in the Kyle Canyon Development Agreement for the town center and Urban Mixed Use areas is excessive. Currently, the maximum height called out by the Kyle Canyon Development Agreement in the town center area is 160 feet and 80 feet in the Urban Mixed Use areas. Allowing structures of these heights will forever and detrimentally affect the characters and vistas of the Northwest, and the entrance to Kyle Canyon. In your campaign promises, you recognize the damaging effect buildings of such height can have on a neighborhood and state, "[n]o neighborhood should be dominated by a huge, high rise casino." Further structures potentially 80 feet high would be permitted across from two existing elementary schools and across from a proposed high school.

5) We are concerned that the public review process for the future development in Kyle Canyon is insufficient as set out in the Kyle Canyon Development Agreement. We believe that expanded scrutiny needs to be included in the Development Agreement, including a notification range well beyond the 1000 foot radius, and a strict scrutiny of the compatibility and buffering of any proposed uses in the Town Center and Urban Mixed Use designated areas.

6) We believe that the Kyle Canyon Development Agreement does not provide for sufficient infrastructure in light of the fact that it seeks to add 16,000 units and potentially 40,000 - 50,000 residents to our community. Specifically, we believe the Kyle Canyon Development Agreement does not provide for sufficient:

- Fire safety facilities:

- Police facilities:

- Schools:

During your campaign, you stated:

"I will continue to work with the Las Vegas Metropolitan Police Department to bring a substation to the Northwest part of Las Vegas. We must work hard to have more police officers in our neighborhoods, on our streets and in our parks." You also stated: "New development must plan for schools, parks and traffic impact." The Kyle Canyon Development Agreement does not adequately "plan for schools, parks and traffic impacts." Additionally, it fails to include a plan for sufficient fire and police coverage for another 16,000 residences.

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7) We do not believe that the Kyle Canyon Development Agreement allows for sufficient buffering between uses. One example of this, which we have previously brought to your attention, is the Urban Mixed Use designation immediately adjacent to Bilbray and Scherkenbach Elementary Schools. No project has yet been proposed for this parcel, however, we are concerned that absent specific requirements for sufficient buffering, an inappropriate and incompatible use will be requested for this area.

8) We do not believe that the Kyle Canyon Development Agreement takes into consideration compatibility with existing uses. Further, we do not believe that the citizens of Ward 6 will be given an opportunity to comment on compatibility if the Kyle Canyon Development Agreement is passed without additional details as to the proposed uses within the different areas of the development.

9) We believe that the Kyle Canyon Development Agreement will have a detrimental effect on traffic in the Northwest. Traffic in the Northwest is already at capacity, and 95 cannot handle more rush hour traffic without resulting gridlock. Additionally, there is not sufficient public transportation in the Northwest, and we question the wisdom of allowing this massive growth without first developing a public transportation system and expanding our transportation corridors. In your campaign, you assured the citizens of Ward 6 that you would:

- "continue to work with County, State and federal officials to address the traffic issues in the Northwest."

- "continue to work with the Regional Transportation Commission to improve our public transportation, including adding additional bus routes in the Northwest."

We do not believe that the existing traffic issues have been alleviated and the addition of 16,000 units without developing, in advance, funded solutions to our traffic issues is untenable.

Finally, please remember that the Kyle Canyon Development Agreement is a contract between the City of Las Vegas and the developer, and the effectiveness and appropriateness of a contract are in its details. The details of this contract have not been fully developed, and are too ambiguous to provide protections to both the citizens of Ward 6 and to the City of Las Vegas. We as citizens and taxpayers deserve to have input into the terms of this very important contract, including the opportunity to show you how and where the Kyle Canyon Development Agreement is incomplete, inconsistent, and ambiguous. We expect that if the City enters into a contract, that time will be taken to review and analyze the final terms of the contract, ensure the contract is complete and unambiguous, and that each detail of the contract serves the best interests of the City and the citizens of your ward. While we understand staff and planning has had significant time and input into the Kyle Canyon Development Agreement, the failure to allow adequate input from citizens on this contract puts us in the position we are now in; confused citizens, upset with the process and feeling that their interests were not

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considered. There has been no real public input and no real work sessions on an issue by issue basis. The final outcome of the City's planning staff's time was not even presented until the break during the April 26, 2007 Planning Commission meeting, and several of the Planning Commissioners expressed their concern at the inadequate time for review of this final and important document. The public at large was not even aware of or given access to the Kyle Canyon Development Agreement until it was made available yesterday. The City of Las Vegas should not accept, for the sake of its citizens, a contract that is not fully vetted. Therefore, the only appropriate action is to hold this matter for further review, input and revisions.

Thank you very much for your time and consideration of our concerns and requests. I and the other members of our group look forward to discussing our concerns with you further.

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone [REDACTED]
Direct E-mail address: <mailto:jltaylor@rvcdlaw.com>
jltaylor@rvcdlaw.com

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Subject: FW: STOP!!!**Date:** Mon, 14 May 2007 22:55:27 -0700**From:** "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM>**To:** nwrrglv@yahoo.com

-----Original Message-----

From: Joann Sonenstein [mailto:poet82@cox.net]**Sent:** Wed 5/9/2007 7:52 PM**To:** Jennifer L. Taylor**Cc:****Subject:** Fw: STOP!!!

----- Original Message -----

From: Joann Sonenstein <mailto:poet82@cox.net>**To:** Councilman Steven Ross

<mailto:Councilman-gross@LasVegasNevada.GOV>

Sent: Wednesday, May 09, 2007 7:50 PM**Subject:** STOP!!!

I support all the concerns of Northwest Residents for Responsible Growth. At what point are construction and congestion more valuable than water and space to breathe? Joann Sonenstein

Yahoo! Mail - nwrrglv@yahoo.com

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Subject: FW: Kyle canyon development in front of planning commission May10th**Date:** Mon, 14 May 2007 22:54:28 -0700**From:** "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM>**To:** nwrrglv@yahoo.com

-----Original Message-----

From: Robert Rovere [mailto:RRovere@iatselocal720.com]**Sent:** Wed 5/9/2007 9:40 PM**To:** Councilwoman-ltarkanian@LasVegasNevada.GOV**Cc:****Subject:** Kyle canyon development in front of planning commission

May10th

Dear Councilwoman Tarkanian,

The Kyle Canyon item on Thursday's planning commission agenda needs some light on it for awhile before planning gives the OK for the zoning change.

This is a huge development and no one can tell my wife and me what is going in across from those two very large elementary schools out there where our children go.

Just a short delay because the neighbors all feel this was rushed through for the developers. We just want to be able to look at the plan!

We know each other through the Teamsters Union where I am a past President of Local 995 and currently work as a consultant to IATSE Stagehands Local 720. I walked your district with you side by side a couple of Saturdays long ago, it was hot!

Please take a look, all the neighbors are concerned, thanks!

Rob Rovere
IATSE Local 720
3000 S. Valley View Blvd
Las Vegas, NV 89102
office: [REDACTED]
direct line: [REDACTED] 2
cell: [REDACTED]

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Subject: FW: Kyle canyon agenda item on planning commission Thursday May10th**Date:** Mon, 14 May 2007 22:53:35 -0700**From:** "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM>**To:** nwrrglv@yahoo.com

-----Original Message-----

From: Robert Rovere [mailto:RRovere@iatselocal720.com]**Sent:** Wed 5/9/2007 9:51 PM**To:** ogoodman@lasvegasnevada.gov**Cc:****Subject:** Kyle canyon agenda item on planning commission Thursday

May10th

Dear Mayor,

This item desperately needs some sunshine on it before the zoning plan is changed tomorrow, May 10th. No one is able to tell us what is going in across from those two large elementary schools at the Kyle Canyon turn-off.

The whole neighborhood believes this is a rush job. Planning cannot tell us what is going in, way too vague for such a huge development.

Appreciate some help.

Ray Isner and Hal Ritzer say hello from Stagehands Local 720, we are still knocking heads with Blue Man Group and the owner is talking agreement, something at last!

Hope the Koi are doing well ! Regards!

Rob Rovere
IATSE Local 720
3000 S. Valley View Blvd
Las Vegas, NV 89102
office: [REDACTED]
direct line: [REDACTED]
cell: [REDACTED]

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Subject: FW: Kyle Canyon Development Agreement
Date: Mon, 14 May 2007 22:43:19 -0700
From: "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM>
To: nwrrglv@yahoo.com

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145
Office Phone (702) 845-XXXX

Direct E-mail address: jtaylor@rvcdlaw.com

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-----Original Message-----

From: DeNae Handy [mailto:denaehandy@hotmail.com]
Sent: Thursday, May 10, 2007 12:05 PM
To: councilman-sross@lasvegasnevada.gov
Cc: Jennifer L. Taylor
Subject: Kyle Canyon Development Agreement

Dear Councilman Ross,

I am writing out of concern regarding the Kyle Canyon Development Agreement. As the agreement exists, I can not under any circumstances support its approval. Mine are the same concerns as those of many of my neighbors:

- Urban mixed use designation so near the elementary schools is both open ended and potentially detrimental. I would aggressively oppose the construction of apartments or condominiums so close to those schools, for example. The residents would need input on a specific plan for the use of that property before agreeing to its development.
- Permitting 16,000 new residences to be constructed is antithetical to the objectives you have stated (and with which we agreed when we elected you) that this area remain rural and natural while CAREFULLY allowing for a pleasant environment for families.
- The current infrastructure of this area will simply not support projects of this magnitude. As is the case with so many areas of Clark County, the philosophy seems to be "They will come, and then we'll build it." Roads, schools, medical facilities, and so forth will be woefully inadequate for the demands of such a project. When you consider the disastrous shortage of nurses, teachers, police officers and fire fighters WITH WHICH CLARK COUNTY IS ALREADY CONFRONTED, it is ludicrous to approve a plan that would require even MORE of the NOTHING we already have. Families would be at risk across the board.
- The elephant in the living room that developers want council members and residents to ignore is the appalling lack of water. Little more needs to be said beyond the obvious.
- This area needs more parks and family-friendly outdoor facilities like soccer fields, not fewer. With less than 6% of the current plan allowing for the developing of parks, it is evident that the families of NW Las Vegas are not the priority for the authors of the Kyle Canyon Development Agreement.
- Finally, it is beyond unacceptable that the construction of a casino in this area be considered, much less approved. We understand that we live in Las Vegas, but that never meant we weren't opposed to the unfettered construction of casinos in our suburban areas. We are

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families first, and we'll always strive to protect those interests before those of the profiteers who decry any attempts at establishing a balance between "Sin City" and the safety of our children on the flimsy basis that "this is the Las Vegas way". The developers need to be reminded of that.

I hope you will take careful consideration of our concerns when examining Applications ZON-20543 and DIR-21605. Significantly more discussion is required before any more development takes place in this area. We would be better off with NO development than with BAD development.

And of course, the same may be said of elected officials.

Sincerely,
DeNae Handy

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YAHOO! MAIL

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Subject: FW: SPEAK OUT - Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605**Date:** Mon, 14 May 2007 22:49:39 -0700**From:** "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM>**To:** nwrrglv@yahoo.com

-----Original Message-----

From: Jami Moretto [mailto:jami.moretto@cox.net]**Sent:** Thu 5/10/2007 12:26 PM**To:** Jennifer L. Taylor**Cc:****Subject:** FW: SPEAK OUT - Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605

FYI

From: Jami Moretto [mailto:jami.moretto@cox.net]**Sent:** Thursday, May 10, 2007 12:12 PM**To:** 'Councilman-ross@LasVegasNevada.GOV'**Cc:** 'toddsma@yahoo.com'**Subject:** SPEAK OUT - Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605

Dear Councilman Ross:

My husband and I voted for you and respect your decisions on our behalf.

We also appreciated your visit to our HOA meeting a few months back to discuss the issue at hand regarding the parcel of land directly behind our residence and next to two elementary schools. (Ft Apache, Brent and Horse)

We are very disheartened to know there could be condos or a multi story apartment building being discussed for this property.

Not anywhere within 5 miles of our home east of the 95 are there apartments. Where there are apartments, there's the opportunity for crime.

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I have no doubt that if there were to be an apartment complex, we would have an influx of Laborers that will be used to build out Kyle Canyon.

Yes, we need Laborers, but lets keep all apartment complexes to ONE areaâ€¦not engulf an already nice neighborhood with drunken drivers (they leave work at 3:00 and go buy their six and twelve packs down at the convenience stores and drive our streets without licensesâ€¦) Now, do we really want these type of drivers on the streets when school gets out at 2-3:00?.

Furthermore thereâ€™s the issue of our home valuesâ€¦..Now, I know you wouldnâ€™t want this in your backyard either.

A few months back, Timbers LLC had a meeting with our HOA and wanted to pursue a Timbers restaurant/bar on the corner of Ft Apache and Horseâ€¦..At that point, we were strongly opposed because it was 24 hour establishment. At this time, a Timbers establishment looks pretty good compared to apartment buildings.

All in all, Apartment Buildings = Crime, Disrespect to our neighborhood and an increased amount of drunk drivers on the road.

Next, is our little Park we all love and have great respect for. Will we be hearing Mariachi music from our backyards from the Sunday picnics?

My husband and I are from San Diego and love our parks and itâ€™s disheartening to think we wonâ€™t be able to spend the 4th of July or long three day weekends because our park has been taken over by Apartment Dwellersâ€¦..Itâ€™s bad enough we have to see broken down cars and picnics on the side of the road traveling up to Kyle Canyon.

Thanks for being the Councilman we strongly believe in.

Jami and Mike Yuhas

9132 Little Horse

PS â€œ Developers will make their profits elsewhere across the freeway, please donâ€™t pick on the 8-10 acres we care so much about.

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From: Todd Schwartz [mailto:toddsmra@yahoo.com]
 Sent: Wednesday, May 09, 2007 9:26 PM
 To: Todd
 Subject: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605

I wanted to share this with as many people as possible. Often you think that your HOA board is out there for you. We are attempting and it is key to get the city to listen by showing our numbers. That means lets be heard and lets find out what is going on. Please read below.

Dear Neighbors:

I am writing to you regarding another vital zoning issue for our neighborhood. Focus Group is planning Kyle Canyon, another massive master planned community just north of us on the east and west sides of 95. The Kyle Canyon Development Agreement contemplates the construction of 16,000 residences and a 63 acre casino complex on only 1700 acres. This will mean potentially 50,000 more people living just north of us off of 95.

The Kyle Canyon Development Agreement also calls for a T-D (traditional development) zoning that will let Focus put any of a myriad of uses in several of the areas designated Urban Mixed Use and Town Center without any public comment or review. Yet, Focus Group has not called out what will be in those areas in its proposed Development Agreement. For example, one of the Urban Mixed Use areas is directly across from Bilbray and Scherkenbach Elementary Schools. As an Urban Mixed Use designation, development on these parcels could include apartments, condos and/or commercial structures up to 110 feet high. Yet, if the Development Agreement is approved and the TD Zoning passed, we will have NO SAY on what goes across from these two elementary schools.

We need massive public opposition to convince Planning Commission, Councilman Ross, and the rest of the City Council that the current Development Agreement and proposed zoning are ill-advised, and need serious revisions prior to passage. Focus is trying to quickly, and without public input, shove these items through Planning and the City Council. The Planning Commission meeting on this issue is scheduled for Thursday, May 10, 2007 at 6:00pm. If you can come and put your opposition on the record, that would be great. If not, please, please email Councilman Ross at: Councilman-ross@LasVegasNevada.GOV with your opposition. Following is a letter to Councilman Ross that sets out the concerns of a group of neighbors who have now formed "Northwest Residents for Responsible Growth", a citizens action group dedicated to maintaining our quality of life in the Northwest. Please cc: me with any emails you send to the Councilman so I can track the number of responses. Also,

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please forward this information on to all your friends and neighbors,
and ask that they also contact Councilman Ross.

If you have any questions about the proposed Kyle Canyon Development Agreement, or helping us in the further development of Northwest Residents for Responsible Growth, please feel free to contact me via email or at the below phone number. Thank you all for your time and commitment to the quality of life in our neighborhood.

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone [REDACTED]
Direct E-mail address: jtaylor@rvcdlaw.com

<<mailto:jtaylor@rvcdlaw.com>>

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-----Original Message-----

From: Jennifer L. Taylor
Sent: Wednesday, May 09, 2007 4:14 PM
To: Councilman Steven Ross
Cc: 'Sheila Lambert'; Todd Schwartz; 'Eileen McKyton'; Wendy Warm;
mayoderiso@yahoo.com
Subject: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605

Dear Councilman Ross:

I am writing to you on behalf of Northwest Residents for Responsible Growth, a new citizen's action group dedicated to ensuring the quality of life in the Northwest is maintained and that the best interests of the citizens who elected you are not put behind the money and influence of landowners and developers. As you stated on your campaign website, your job is to represent our neighborhoods and families. Specifically, I am writing to you today in regard to the proposed Development Agreement between City of Las Vegas and Kyle Acquisition Group, LLC (hereafter the "Kyle Canyon Development Agreement"), and requesting that you represent our neighborhoods and families in your continued consideration of the Kyle Canyon project.

The neighborhoods and families of Ward 6 are trusting in you to represent us, and not Focus Group, as the planning for the Kyle Canyon community moves forward. When you ran for election, your election website stated: "Neighbors must be listened to when development can change a neighborhood." Accordingly, we are requesting that

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Rezoning Application ZON-20543 and DIR-21605 be held at Planning, or that if it is passed, it be held at City Council for at least 75 days to allow the neighbors to truly be involved in the final version of the Kyle Canyon Development Agreement, and to work out a number of issues with the developer. Our Northwest community is suburban in nature, and passing the current version of the Kyle Canyon Development Agreement without significant revisions will forever and detrimentally change the character and quality of life in the Northwest. As such, we believe that it is the most important issue facing you as move into your next election cycle, and trust that you will abide by your assurances that you will listen to the neighbors. The proposed Development Agreement is so profoundly different than other development agreements that have been considered, and it is so profoundly incompatible with the Northwest, that it deserves further public hearings and public input.

Your website for the City states: "Growth and changing population creates unparalleled challenges in Ward 6. Councilman Ross is committed to protecting the existing rural housing areas while at the same time making Ward 6 an attractive place for new families. To accomplish these goals, Councilman Ross has placed smart growth, public safety and affordable family housing as his top priorities. Councilman Ross believes it is important to make sure that public services and structures such as fire stations, police, roads and flood control channels keep pace with the growth in the community. . . . Councilman Ross and his wife Kelli have five children. He likes to say his own family provides a constant reminder of his obligation to protect the quality of life for all families in Ward 6." We do not believe that the current incarnation of the Kyle Canyon Development Agreement meets your commitments to Ward 6, and therefore, it should be held at Planning Commission and/or City Council for further public input and revisions.

Following are our specific areas of concern. We believe that each of these areas touches upon the campaign issues you promised the citizens of Ward 6 would be your priorities and subject to your diligent scrutiny.

1) The density of the Kyle Canyon Development Agreement, which contemplates 16,000 homes is far too great. In your campaign, you stated that:

-- "elected representatives need to recognize the fragile nature of communities and work to protect the character of their neighborhoods"

" "good neighborhoods are the core of good family life...it's harder to raise a family or retire in dignity if you are worried about your neighborhood."

Allowing the development of 16,000 new residences and the inclusion of potentially 50,000 new residents does not take into account the fragile nature of our community and does not protect the character of the Northwest. The intensity of this proposed development plan will add to our existing worries about our neighborhoods.

You also recognized the ever critical issue of drought, when you stated: "Recent rains may keep us remembering that we are still in a

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long-term drought. We must continue to promote water saving methods. We do not believe that 16,000 residences in this fragile environment is compatible with this promise. You also recognized that Ward 6 is a diverse community with many rural areas. We must work together to protect the rural lifestyle that so many residents enjoy in the Northwest. The proposed density in the Kyle Canyon Development Agreement utterly disregards and fails to protect the rural lifestyle of the Northwest.

2) The Kyle Canyon Development Agreement contemplates a casino as the centerpiece of the town center area of the Kyle Canyon community. The casino must be eliminated as a part of this proposed development. In your campaign website you recognized the detrimental effect casinos have upon neighborhoods and stated:

"Casinos are a part of Nevada life, but we cannot allow large casinos to change the character of a neighborhood."

"No neighborhood should be dominated by a huge high-rise casino."

The proposed Kyle Canyon Development Agreement runs directly afoul of your representation that "no neighborhood" be "dominated by a huge high-rise casino." We request that you staunchly stand behind this promise, and preclude the casino entitlement as part of the Kyle Canyon Development Agreement.

3) The parks and open space contemplated by the Kyle Canyon Development Agreement are completely insufficient and need to be expanded. Currently, only 6% of the approximately 1700 acres is planned for parks and open spaces. This paucity of parks and open space is completely unacceptable, and the Kyle Canyon Development Agreement needs to be re-written to require Focus Group to increase the amount of parks and open spaces. On you campaign website, you recognized the importance of parks and open spaces and stated:

"We have opened the Gilcrease Park, Bradley Bridle Park and will open Polly Gonzales Park in September 2006" even with the opening of these parks, our community needs more areas for children and families to play safely.

"Open space and Parks are an important part of our community" I will continue to hold developers to the task of providing open space and work with the City to build more parks.

"Many people in Ward 6 moved here because of its more rural lifestyle. We must continue to expand our trail system."

Where will the children living in 16,000 new residences play and spend time with this small amount of open space? How does the current proposed Development Plan expand our trail system? Please keep your promise to the citizens of Ward 6 and hold Focus Group to the task of providing appropriate open space in its Kyle Canyon Development Agreement.

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4) The heights of structures contemplated in the Kyle Canyon Development Agreement for the town center and Urban Mixed Use areas is excessive. Currently, the maximum height called out by the Kyle Canyon Development Agreement in the town center area is 160 feet and 80 feet in the Urban Mixed Use areas. Allowing structures of these heights will forever and detrimentally affect the characters and vistas of the Northwest, and the entrance to Kyle Canyon. In your campaign promises, you recognize the damaging effect buildings of such height can have on a neighborhood and state. "No neighborhood should be dominated by a huge, high rise casino." Further structures potentially 80 feet high would be permitted across from two existing elementary schools and across from a proposed high school.

5) We are concerned that the public review process for the future development in Kyle Canyon is insufficient as set out in the Kyle Canyon Development Agreement. We believe that expanded scrutiny needs to be included in the Development Agreement, including a notification range well beyond the 1000 foot radius, and a strict scrutiny of the compatibility and buffering of any proposed uses in the Town Center and Urban Mixed Use designated areas.

6) We believe that the Kyle Canyon Development Agreement does not provide for sufficient infrastructure in light of the fact that it seeks to add 16,000 units and potentially 40,000 - 50,000 residents to our community. Specifically, we believe the Kyle Canyon Development Agreement does not provide for sufficient:

"Fire safety facilities:

"Police facilities:

"Schools:

During your campaign, you stated:

"I will continue to work with the Las Vegas Metropolitan Police Department to bring a substation to the Northwest part of Las Vegas. We must work hard to have more police officers in our neighborhoods, on our streets and in our parks." You also stated: "New development must plan for schools, parks and traffic impact." The Kyle Canyon Development Agreement does not adequately plan for schools, parks and traffic impacts. Additionally, it fails to include a plan for sufficient fire and police coverage for another 16,000 residences.

7) We do not believe that the Kyle Canyon Development Agreement allows for sufficient buffering between uses. One example of this, which we have previously brought to your attention, is the Urban Mixed Use designation immediately adjacent to Bilbray and Scherkenbach Elementary Schools. No project has yet been proposed for this parcel, however, we are concerned that absent specific requirements for sufficient buffering, an inappropriate and incompatible use will be requested for this area.

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8) We do not believe that the Kyle Canyon Development Agreement takes into consideration compatibility with existing uses. Further, we do not believe that the citizens of Ward 6 will be given an opportunity to comment on compatibility if the Kyle Canyon Development Agreement is passed without additional details as to the proposed uses within the different areas of the development.

9) We believe that the Kyle Canyon Development Agreement will have a detrimental effect on traffic in the Northwest. Traffic in the Northwest is already at capacity, and 95 cannot handle more rush hour traffic without resulting gridlock. Additionally, there is not sufficient public transportation in the Northwest, and we question the wisdom of allowing this massive growth without first developing a public transportation system and expanding our transportation corridors. In your campaign, you assured the citizens of Ward 6 that you would:

â€œcontinue to work with County, State and federal officials to address the traffic issues in the Northwest.â€

â€œcontinue to work with the Regional Transportation Commission to improve our public transportation, including adding additional bus routes in the Northwest.â€

We do not believe that the existing traffic issues have been alleviated and the addition of 16,000 units without developing, in advance, funded solutions to our traffic issues is untenable.

Finally, please remember that the Kyle Canyon Development Agreement is a contract between the City of Las Vegas and the developer, and the effectiveness and appropriateness of a contract are in its details. The details of this contract have not been fully developed, and are too ambiguous to provide protections to both the citizens of Ward 6 and to the City of Las Vegas. We as citizens and taxpayers deserve to have input into the terms of this very important contract, including the opportunity to show you how and where the Kyle Canyon Development Agreement is incomplete, inconsistent, and ambiguous. We expect that if the City enters into a contract, that time will be taken to review and analyze the final terms of the contract, ensure the contract is complete and unambiguous, and that each detail of the contract serves the best interests of the City and the citizens of your ward. While we understand staff and planning has had significant time and input into the Kyle Canyon Development Agreement, the failure to allow adequate input from citizens on this contract puts us in the position we are now in; confused citizens, upset with the process and feeling that their interests were not considered. There has been no real public input and no real work sessions on an issue by issue basis. The final outcome of the City's planning staff's time was not even presented until the break during the April 26, 2007 Planning Commission meeting, and several of the Planning Commissioners expressed their concern at the inadequate time for review of this final and important document. The public at large was not even aware of or given access to the Kyle Canyon Development Agreement until it was made available yesterday. The City of Las Vegas should not accept, for the sake of its citizens, a contract that is not fully vetted. Therefore, the only appropriate action is to hold this matter for further

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review, input and revisions.

Thank you very much for your time and consideration of our concerns and requests. I and the other members of our group look forward to discussing our concerns with you further.

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone [REDACTED]
Direct E-mail address: jtaylor@rvcdlaw.com
<<mailto:jtaylor@rvcdlaw.com>>

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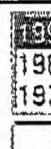
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Subject: FW: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605

Date: Mon, 14 May 2007 22:37:42 -0700

From: "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM> View Contact Details

To: nwrrglv@yahoo.com

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone
Direct E-mail address: jtaylor@rvcdlaw.com

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-----Original Message-----

From: Bret Parker [mailto:stormy1911@yahoo.com]

Sent: Thursday, May 10, 2007 4:24 PM

To: Councilman-sross@LasVegasNevada.GOV

Cc: Jennifer L. Taylor

Subject: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605

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Councilman Ross,

Unfortunately, I will be unable to attend tonight's meeting but I support the following letter 110%. I would urge you to do the right thing for us and our families and not allow any such development without a very lengthy and thorough vetting process. We are working folks and these developers know that it is very difficult for us to attend these of meetings because of schedules traffic etc.

If you want to know what the people in your Ward think about this, I would suggest that in the future all such meetings be held at 7:00PM at one of the two elementary schools located here. That way the people who these decisions impact will be able to come and voice their opinions.

Thank you for your time consideration and hard work on my behalf.

Sincerely,
Bret Parker
9028 Teetering Rock Ave
Las Vegas, NV 89143

Dear Councilman Ross:

I am writing to you on behalf of Northwest Residents for Responsible Growth, a new citizen's action group dedicated to ensuring the quality of life in the Northwest is maintained and that the best interests of the citizens who elected you are not put behind the money and influence of landowners and developers. As you stated on your campaign website, your job is "to represent our neighborhoods and families". Specifically, I am writing to you today in regard to the proposed Development Agreement between City of Las Vegas and Kyle Acquisition Group, LLC (hereafter the "Kyle Canyon Development Agreement"), and requesting that you "represent our neighborhoods and families" in your continued consideration of the Kyle Canyon project.

The neighborhoods and families of Ward 6 are trusting in you to represent us, and not Focus Group, as the planning for the Kyle Canyon community moves forward. When you ran for election, your election website stated: "Neighbors must be listened to when development can change a neighborhood." Accordingly, we are requesting that Rezoning Application ZON-20543

and DIR-21605 be held at Planning, or that if it is passed, it be held at City Council for at least 75 days to allow the neighbors to truly be involved in the final version of the Kyle Canyon Development Agreement, and to work out a number of issues with the developer. Our Northwest community is suburban in nature, and passing the current version of the Kyle Canyon Development Agreement without significant revisions will forever and detrimentally change the character and quality of life in the Northwest. As such, we believe that it is the most important issue facing you as move into your next election cycle, and trust that you will abide by your assurances that you will listen to the neighbors. The proposed Development Agreement is so profoundly different than other development agreements that have been considered, and it is so profoundly incompatible with the Northwest, that it deserves further public hearings and public input.

Your website for the City states: "Growth and changing population creates unparalleled challenges in Ward 6. Councilman Ross is committed to protecting the existing rural housing areas while at the same time making Ward 6 an attractive place for new families. To accomplish these goals, Councilman Ross has placed smart growth, public safety and affordable family housing as his top priorities. Councilman Ross believes it is important to make sure that public services and structures such as fire stations, police, roads and flood control channels keep pace with the growth in the community. . . . Councilman Ross and his wife Kelli have five children. He likes to say his own family provides a constant reminder of his obligation to protect the quality of life for all families in Ward 6." We do not believe that the current incarnation of the Kyle Canyon Development Agreement meets your commitments to Ward 6, and therefore, it should be held at Planning Commission and/or City Council for further public input and revisions.

Following are our specific areas of concern. We believe that each of these areas touches upon the campaign issues you promised the citizens of Ward 6 would be your priorities and subject to your diligent scrutiny.

1) The density of the Kyle Canyon Development Agreement, which contemplates 16,000 homes is far too great. In your campaign, you stated that:

-- "elected representatives need to recognize the fragile nature of communities and work to protect the character of their neighborhoods"

-- "good neighborhoods are the core of good family life...it's harder to raise a family or retire in dignity if you are worried about your neighborhood."

Allowing the development of 16,000 new residences and the inclusion of potentially 50,000 new residents does not take into account the fragile nature of our community and does not protect the character of the Northwest. The intensity of this proposed development plan will add to our existing worries about our neighborhoods.

You also recognized the ever critical issue of drought, when you stated: "Recent rains may keep us remembering that we are still in a long-term drought. We must continue to promote water saving methods." We do not believe that 16,000 residences in this fragile environment is compatible with this promise. You also recognized that "Ward 6 is a diverse community with many rural areas. We must work together to protect the rural lifestyle that so many residents enjoy in the Northwest." The proposed density in the Kyle Canyon Development Agreement utterly disregards and fails to protect the rural lifestyle of the Northwest.

2) The Kyle Canyon Development Agreement contemplates a casino as the centerpiece of the town center area of the Kyle Canyon community. The casino must be eliminated as a part of this proposed development. In your campaign website you recognized the detrimental effect casinos have upon neighborhoods and stated:

-- "Casinos are a part of Nevada life, but we cannot allow large casinos to change the character of a neighborhood."

-- "No neighborhood should be dominated by a huge high-rise casino".

The proposed Kyle Canyon Development Agreement runs directly afoul of your representation that "no neighborhood" be "dominated by a huge high-rise casino." We request that you staunchly stand behind this promise, and preclude the casino entitlement as part of the Kyle Canyon Development Agreement.

3) The parks and open space contemplated by the Kyle Canyon Development Agreement are completely insufficient and need to be expanded. Currently, only 6% of the approximately 1700 acres is planned for parks and open spaces. This paucity of parks and open space is completely unacceptable, and the Kyle Canyon Development Agreement needs to be re-written to require Focus Group to increase the amount of parks and open spaces. On you campaign website, you recognized the importance of parks and open spaces and stated:

- "We have opened the Gilcrease Park, Bradley Bridle Park and will open Polly Gonzalcz Park in September 2006 - even with the opening of these parks, our community needs more areas for children and families to play safe."

- "Open space and Parks are an important part of our community - I will continue to hold developers to the task of providing open space and work with the City to build more parks."

- "Many people in Ward 6 moved here because of its more rural lifestyle. We must continue to expand our trail system."

Where will the children living in 16,000 new residences play and spend time with this small amount of open space? How does the current proposed Development Plan expand our trail system? Please keep your promise to the citizens of Ward 6 and hold Focus Group "to the task" of providing appropriate open space in its Kyle Canyon Development Agreement.

4) The heights of structures contemplated in the Kyle Canyon Development Agreement for the town center and Urban Mixed Use areas is excessive. Currently, the maximum height called out by the Kyle Canyon Development Agreement in the town center area is 160 feet and 80 feet in the Urban Mixed Use areas. Allowing structures of these heights will forever and detrimentally affect the characters and vistas of the Northwest, and the entrance to Kyle Canyon. In your campaign promises, you recognize the damaging effect buildings of such height can have on a neighborhood and state, "[n]o neighborhood should be dominated by a huge, high rise casino." Further structures potentially 80 feet high would be permitted across from two existing elementary schools and across from a proposed high school.

5) We are concerned that the public review process for the future development in Kyle Canyon is insufficient as set out in the Kyle Canyon Development Agreement. We believe that expanded scrutiny needs to be included in the Development Agreement, including a notification range well beyond the 1000 foot radius, and a strict scrutiny of the compatibility and buffering of any proposed uses in the Town Center and Urban Mixed Use designated areas.

6) We believe that the Kyle Canyon Development Agreement does not provide for sufficient infrastructure in light of the fact that it seeks to add 16,000 units and potentially 40,000 - 50,000 residents to our community. Specifically, we believe the Kyle Canyon Development Agreement does not provide for sufficient:

-Fire safety facilities:

-Police facilities:

-Schools:

During your campaign, you stated:

-“I will continue to work with the Las Vegas Metropolitan Police Department to bring a substation to the Northwest part of las Vegas. We must work hard to have more police officers in our neighborhoods, on our streets and in our parks.” You also stated: “New development must plan for schools, parks and traffic impact.” The Kyle Canyon Development Agreement does not adequately “plan for schools, parks and traffic impacts.” Additionally, it fails to include a plan for sufficient fire and police coverage for another 16,000 residences.

7) We do not believe that the Kyle Canyon Development Agreement allows for sufficient buffering between uses. One example of this, which we have previously brought to your attention, is the Urban Mixed Use designation immediately adjacent to Bilbray and Scherkenbach Elementary Schools. No project has yet been proposed for this parcel, however, we are concerned that absent specific requirements for sufficient buffering, an inappropriate and incompatible use will be requested for this area.

8) We do not believe that the Kyle Canyon Development Agreement takes into consideration compatibility with existing uses. Further, we do not believe that the citizens

of Ward 6 will be given an opportunity to comment on compatibility if the Kyle Canyon Development Agreement is passed without additional details as to the proposed uses within the different areas of the development.

9) We believe that the Kyle Canyon Development Agreement will have a detrimental effect on traffic in the Northwest. Traffic in the Northwest is already at capacity, and 95 cannot handle more rush hour traffic without resulting gridlock. Additionally, there is not sufficient public transportation in the Northwest, and we question the wisdom of allowing this massive growth without first developing a public transportation system and expanding our transportation corridors. In your campaign, you assured the citizens of Ward 6 that you would:

–“continue to work with County, State and federal officials to address the traffic issues in the Northwest.”

–“continue to work with the Regional Transportation Commission to improve our public transportation, including adding additional bus routes in the Northwest.”

We do not believe that the existing traffic issues have been alleviated and the addition of 16,000 units without developing, in advance, funded solutions to our traffic issues is untenable.

Finally, please remember that the Kyle Canyon Development Agreement is a contract between the City of Las Vegas and the developer, and the effectiveness and appropriateness of a contract are in its details. The details of this contract have not been fully developed, and are too ambiguous to provide protections to both the citizens of Ward 6 and to the City of Las Vegas. We as citizens and taxpayers deserve to have input into the terms of this very important contract, including the opportunity to show you how and where the Kyle Canyon Development Agreement is incomplete, inconsistent, and ambiguous. We expect that if the City enters into a contract, that time will be taken to review and analyze the final terms of the contract, ensure the contract is complete and unambiguous, and that each detail of the contract serves the best interests of the City and the citizens of your ward. While we understand staff and planning has had significant time and input into the Kyle Canyon

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Development Agreement, the failure to allow adequate input from citizens on this contract puts us in the position we are now in; confused citizens, upset with the process and feeling that their interests were not considered. There has been no real public input and no real work sessions on an issue by issue basis. The final outcome of the City's planning staff's time was not even presented until the break during the April 26, 2007 Planning Commission meeting, and several of the Planning Commissioners expressed their concern at the inadequate time for review of this final and important document. The public at large was not even aware of or given access to the Kyle Canyon Development Agreement until it was made available yesterday. The City of Las Vegas should not accept, for the sake of its citizens, a contract that is not fully vetted. Therefore, the only appropriate action is to hold this matter for further review, input and revisions.

Thank you very much for your time and consideration of our concerns and requests. I and the other members of our group look forward to discussing our concerns with you further.

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone [REDACTED]
Direct E-mail address: jtaylor@rvcdlaw.com

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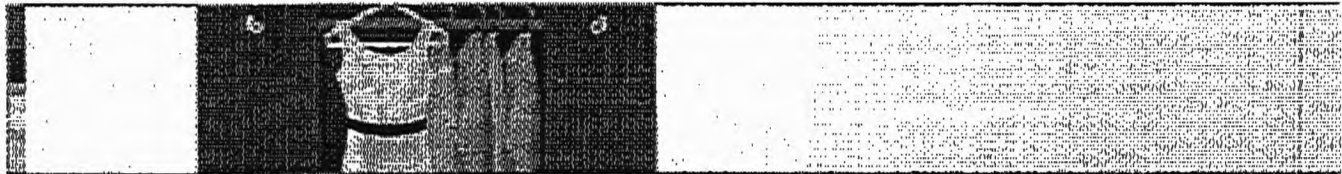
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Subject: FW: Kyle Canyon development

Date: Mon, 14 May 2007 22:37:27 -0700

From: "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM>  View Contact Details
Add Mobile Alert

To: nwrrglv@yahoo.com

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone 
Direct E-mail address: jtaylor@rvcdlaw.com

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-----Original Message-----

From: Frefam5@aol.com [mailto:Frefam5@aol.com]

Sent: Thursday, May 10, 2007 7:09 PM

To: Councilman-sross@LasVegasNevada.GOV

Cc: Jennifer L. Taylor

Subject: Kyle Canyon development

I am a constituent. I just learned about the proposal by Focus Group for

http://us.f575.mail.yahoo.com/ym/ShowLetter?MsgId=1544_5735962_12357_1449_2411... 5/15/07

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Page 2 of 2

the Kyle Canyon development. My concern is that this development has not been given enough input by its neighbors. I would like to have say as to what is placed near our schools and I do not want a casino placed that close to my home. Please seek the input of your constituents prior to making a decision.

JoAnne Freeman
8329 Impatients Ave
Las Vegas, NV

See what's free at AOL.com.

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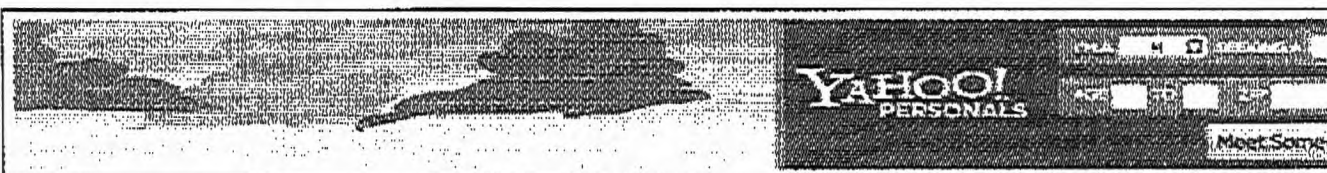
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Subject: FW: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605

Date: Mon, 14 May 2007 22:35:00 -0700

From: "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM> View Contact Details
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To: nwrrglv@yahoo.com

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone [REDACTED]
Direct E-mail address: jtaylor@rvcdlaw.com

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-----Original Message-----

From: Bret Parker [mailto:stormy1911@yahoo.com]

Sent: Friday, May 11, 2007 12:43 PM

To: Councilman-sross@LasVegasNevada.GOV

Cc: Jennifer L. Taylor; Ryan Anderson; Tracy Truman

Subject: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605

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05/15/2007 TUE 12:01 [TX/RX NO 9863] 030

Councilman Ross

You have clearly stated that "Neighbors must be listened to when development can change a neighborhood." I am writing you today to ask you to stand by your statement and allow us, the citizens of your Ward, to provide direct input into the proposed contract that will **forever** alter the character of the Northwest. I am also asking you to provide us with appropriate notice of any such meetings so we have adequate time to prepare for and attend them.

The Kyle Canyon Master Planned Community has been placed upon the City Council Agenda for MAY 16, 2007, a mere five days from now! How is that fair to the members of your ward who would like to attend or to provide input into this meeting? My most serious concern is that the development agreement that was approved last night was done so **without** design guidelines for the Town Center and Urban Mixed Use areas. As it stands at this time, there is **no** guarantee that the residents will have **any** input into the designs proposed for these areas. That is a problem!! I personally attended 2 of the 3 meetings the developer had at the elementary schools and it was VERY apparent that they were in no way interested in what the community thought, but rather they were simply "checking the box" to say that they went out to "solicit our feedback".

We have elected officials like you, to defend us (the public) in situations just like this. That is why we have the political system we do. I am simply asking you to do what is in our best interests and not what is in the best interest of a developer. I understand that growth is inevitable and that it needs to occur however how it is done is what makes all the difference in the world.

Here is my proposal. I would like to see you champion a steering committee composed of yourself and members from our community that would be assigned to work with the developer in coming up with a plan that in everyone's best interest. We can't stop progress but, we can shape it so that the end result is appealing to everyone involved. At this point the developer and their team are ramming this development through the system and that **MUST** stop. Let's do this the right way and do it with **integrity** and civility.

You are now facing one of those critical moments in life where your decisions will shape your future and define to the world (or your Ward) who you are. I would encourage you to think about what I have said and find a way to lead and take what could potentially be a very bad situation and make it a great one! The decision is yours. Are you up to the task?

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--Bret Parker

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Jennifer L. Taylor

From: Matt & Nicki Avery [mattandnicki@byu.net]
Sent: Thursday, May 10, 2007 9:02 PM
To: Councilman-sross@LasVegasNevada.GOV
Cc: Jennifer L. Taylor
Subject: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605

Dear Councilman Ross:

I am extremely concerned about the way events have transpired surrounded the zoning of the Kyle Canyon project. I have already read responses written on your behalf to neighbors of mine regarding the zoning of the parcel just south of Bilbray Elementary. In the response, your position was that several neighborhood meetings were held and yet the first I heard of it was just before the zoning commission meeting on the 26th of April. In light of the lack of notice of this rezoning application before the commission tonight, there would seem to be suspect proceedings. Unfortunately I am unable to attend.

That being said, you stated on your campaign website that your job is "to represent our neighborhoods and families." I am requesting that you "represent our neighborhoods and families" in your continued consideration of the proposed Development Agreement between City of Las Vegas and Kyle Acquisition Group, LLC (hereafter the "Kyle Canyon Development Agreement").

The neighborhoods and families of Ward 6 are trusting in you to represent us, and not Focus Group, as the planning for the Kyle Canyon community moves forward. When you ran for election, your election website stated: "Neighbors must be listened to when development can change a neighborhood." I am requesting that Rezoning Application ZON-20543 and DIR-21605 be held at Planning, or that if it is passed, it be held at City Council for AT LEAST 75 DAYS TO ALLOW THE NEIGHBORS TO ACTUALLY BE INVOLVED in the final version of the Kyle Canyon Development Agreement, and to work out a number of issues with the developer. Our Northwest community is suburban in nature, and passing the current version of the Kyle Canyon Development Agreement without significant revisions will permanently and detrimentally change the character and quality of life in the Northwest. This is likely the most important issue facing you as move into your next election cycle, and I trust that you will abide by your assurances to listen to the neighbors. The proposed Development Agreement is so profoundly different than other development agreements that have been considered, and it is so profoundly incompatible with the Northwest, that it deserves further public hearings and ACTUAL public input.

Your website for the City states: "Growth and changing population creates unparalleled challenges in Ward 6. Councilman Ross is committed to protecting the existing rural housing areas while at the same time making Ward 6 an attractive place for new families. To accomplish these goals, Councilman Ross has placed smart growth, public safety and affordable family housing as his top priorities. Councilman Ross believes it is important to make sure that public services and structures such as fire stations, police, roads and flood control channels keep pace with the growth in the community. . . . Councilman Ross and his wife Kelli have five children. He likes to say his own family provides a constant reminder of his obligation to protect the quality of life for all families in Ward 6." We do not believe that the current incarnation of the Kyle Canyon Development Agreement meets your commitments to Ward 6, and therefore, it should be held at Planning Commission and/or City Council for further public input and revisions.

Following are our specific areas of concern. We believe that each of these areas touches upon the campaign issues you promised the citizens of Ward 6 would be your priorities and subject to your diligent scrutiny.

1) The density of the Kyle Canyon Development Agreement, which contemplates 16,000 homes is far too great. In your campaign, you stated that:

-- "elected representatives need to recognize the fragile nature of communities and work to protect the character of their neighborhoods"

- "good neighborhoods are the core of good family life...it's harder to raise a family or retire in dignity if you are worried about your neighborhood."

Allowing the development of 16,000 new residences and the inclusion of potentially 50,000 new residents does not take into account the fragile nature of our community and does not protect the character of the Northwest. The intensity of this proposed development plan will add to our existing worries about our neighborhoods.

You also recognized the ever critical issue of drought, when you stated: "Recent rains may keep us remembering that we are still in a long-term drought. We must continue to promote water saving methods." We do not believe that 16,000 residences in this fragile environment is compatible with this promise. You also recognized that "Ward 6 is a diverse community with many rural areas. We must work together to protect the rural lifestyle that so many residents enjoy in the Northwest." The proposed density in the Kyle Canyon Development Agreement utterly disregards and fails to protect the rural lifestyle of the Northwest.

2) The Kyle Canyon Development Agreement contemplates a casino as the centerpiece of the town center area of the Kyle Canyon community. The casino must be eliminated as a part of this proposed development. In your campaign website you recognized the detrimental effect casinos have upon neighborhoods and stated:

- "Casinos are a part of Nevada life, but we cannot allow large casinos to change the character of a neighborhood."

- "No neighborhood should be dominated by a huge high-rise casino".

The proposed Kyle Canyon Development Agreement runs directly afoul of your representation that "no neighborhood" be "dominated by a huge high-rise casino." Please remain true to this promise, and preclude the casino entitlement as part of the Kyle Canyon Development Agreement.

3) The parks and open space contemplated by the Kyle Canyon Development Agreement are completely insufficient and need to be expanded. Currently, only 6% of the approximately 1700 acres is planned for parks and open spaces. This paucity of parks and open space is completely unacceptable, and the Kyle Canyon Development Agreement needs to be re-written to require Focus Group to increase the amount of parks and open spaces. On your campaign website, you recognized the importance of parks and open spaces and stated:

- "We have opened the Gilcrease Park, Bradley Bridle Park and will open Polly Gonzalez Park in September 2006 - even with the opening of these parks, our community needs more areas for children and families to play safe."

- "Open space and Parks are an important part of our community -I will continue to hold developers to the task of providing open space and work with the City to build more parks."

- "Many people in Ward 6 moved here because of its more rural lifestyle. We must continue to expand our trail system."

Where will the children living in 16,000 new residences play and spend time with this small amount of open space? How does the current proposed Development Plan expand our trail system? Please keep your promise to the citizens of Ward 6 and hold Focus Group "to the task" of providing appropriate open space in its Kyle Canyon Development Agreement.

4) The heights of structures contemplated in the Kyle Canyon Development Agreement for the town center and Urban Mixed Use areas is excessive. Currently, the maximum height called out by the Kyle Canyon Development Agreement in the town center area is 160 feet and 80 feet in the Urban Mixed Use areas. Allowing structures of these heights will forever and detrimentally affect the characters and vistas of the Northwest, and the entrance to Kyle Canyon. In your campaign promises, you recognize the damaging effect buildings of such height can have on a neighborhood and state, as noted earlier, that "[n]o neighborhood should be dominated by a huge, high rise casino." Further structures potentially 80 feet high would be permitted across from two existing elementary schools and across from a proposed high school.

5) The public review process for the future development in Kyle Canyon is insufficient as set out in the Kyle Canyon Development Agreement. Expanded scrutiny needs to be included in the Development Agreement, including a notification range well beyond the 1000 foot radius, and a strict scrutiny of the compatibility and buffering of any proposed uses in the Town Center and Urban Mixed Use designated areas.

6) The Kyle Canyon Development Agreement does not provide for sufficient infrastructure in light of the fact that it seeks to add 16,000 units and potentially 40,000 - 50,000 residents to our community. Specifically, the Kyle Canyon Development Agreement does not provide for sufficient:

- Fire safety facilities:
- Police facilities:
- Schools:

During your campaign, you stated:

"I will continue to work with the Las Vegas Metropolitan Police Department to bring a substation to the Northwest part of Las Vegas. We must work hard to have more police officers in our neighborhoods, on our streets and in our parks." You also stated: "New development must plan for schools, parks and traffic impact." The Kyle Canyon Development Agreement does not adequately "plan for schools, parks and traffic impacts." Additionally, it fails to include a plan for sufficient fire and police coverage for another 16,000 residences.

7) The Kyle Canyon Development Agreement does not allow for sufficient buffering between uses. One example of this, that has been brought to your attention (as noted by my reference in the first paragraph), is the Urban Mixed Use designation immediately adjacent to Bilbray and Scherkenbach Elementary Schools. No project has yet been proposed for this parcel, however, absent specific requirements for sufficient buffering, the risk that an inappropriate and incompatible use will be requested for this area is too great.

8) The Kyle Canyon Development Agreement takes into consideration compatibility with existing uses. Further, the citizens of Ward 6 must be given an opportunity to comment on compatibility if the Kyle Canyon Development Agreement is passed without additional details as to the proposed uses within the different areas of the development.

9) The Kyle Canyon Development Agreement will doubtless have a detrimental effect on traffic in the Northwest. Traffic in the Northwest is already at capacity, and US 95 cannot handle more rush hour traffic without resulting gridlock. Additionally, there is not sufficient public transportation in the Northwest, and the wisdom of allowing this massive growth without first developing a public transportation system and expanding our transportation corridors is suspect. In your campaign, you assured the citizens of Ward 6 that you would:

- "continue to work with County, State and federal officials to address the traffic issues in the Northwest."

- "continue to work with the Regional Transportation Commission to improve our public transportation, including adding additional bus routes in the Northwest."

The existing traffic issues have not been alleviated and the addition of 16,000 units without developing, in advance, funded solutions to our traffic issues is untenable.

Finally, please remember that the Kyle Canyon Development Agreement is a contract between the City of Las Vegas and the developer, and the effectiveness and appropriateness of a contract are in its details. The details of this contract have not been fully developed, and are too ambiguous to provide protections to both the citizens of Ward 6 and to the City of Las Vegas. The citizens and taxpayers of Ward 6 deserve to have input into the terms of this very important contract, including the opportunity to show you how and where the Kyle Canyon Development Agreement is incomplete, inconsistent, and ambiguous. If the City enters into a contract, it is expected that time will be taken to review and analyze the final terms of the contract, ensure the contract is complete and unambiguous, and that each detail of the contract serves the best interests of the City and the citizens of your ward. Although staff and planning may have had significant time and input into the Kyle

Canyon Development Agreement, the failure to allow adequate input from citizens on this contract puts us in the position we are now in. I stand confused, upset with the process and feeling that my interests have not been considered. There has been no real public input and no real work sessions on an issue by issue basis. The final outcome of the City's planning staff's time was not even presented until the break during the April 26, 2007 Planning Commission meeting, and several of the Planning Commissioners expressed their concern at the inadequate time for review of this final and important document. The PUBLIC AT LARGE was not even aware of or given access to the Kyle Canyon Development Agreement until it was made available yesterday. The City of Las Vegas should not accept, for the sake of its citizens, a contract that has not been fully vetted. Therefore, the only appropriate action is to hold this matter for further review, input and revisions.

Thank you very much for your time and consideration of these concerns and requests.

Matt Avery
9425 Steeltree St.
[REDACTED]

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Subject: FW: Update to Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605
Date: Mon, 14 May 2007 22:36:17 -0700
From: "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM>
To: nwrrglv@yahoo.com

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone [REDACTED]
Direct E-mail address: jtaylor@rvcdlaw.com

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From: Peck Gaillard R Ctr USAFWS/CBD Training [mailto:gaillard.peck.ctr@nellis.af.mil]
Sent: Friday, May 11, 2007 10:29 AM
To: Jennifer L. Taylor
Subject: RE: Update to Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605

I am with you, but my experience with the County and City planning commissions and full councils has taught me that political power comes from the wallets of the developers and big business and not the mouths of the citizens.

Good luck.

Gail Peck

From: Jennifer L. Taylor [mailto:jtaylor@RVCDLAW.COM]
Sent: Friday, May 11, 2007 9:58 AM
To: Jennifer L. Taylor
Subject: RE: Update to Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605
Importance: High

Dear Neighbors:

I am writing to you with an update on Focus Group's request for rezoning and approval of its development agreement for the Kyle Canyon Master Planned Community. These two items went before Planning Commission last night and they were both approved, with only Commissioner Dunham recommending denial. The recommendation for approval is not surprising. The larger concern is that it has been placed upon the City Council Agenda for **MAY 16, 2007**, a mere five days from now. Of greater concern is that the development agreement was approved **without** design guidelines for the Town Center and Urban Mixed Use areas. As it stands at this time, there is **no** guarantee that the residents will have any input into the designs proposed for these areas.

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We need you to write to Councilman Ross and insist that he stand by one of his fundamental campaign promises that:

"Neighbors must be listened to when development can change a neighborhood."

A hearing on this vital issue in only 5 days will not allow the neighbors to be heard on the issues of concern regarding the requested rezoning and the proposed Development Agreement. Please let Councilman Ross know that the citizens of his Ward and the citizens of Las Vegas demand input into and appropriate notice and information on a proposed contract that will forever alter the character of the Northwest. Please email Councilman Ross at: Councilman-ross@LasVegasNevada.GOV with your opposition to these two items being heard on May 16, 2007, and your request that further work be done on the Development Agreement. Also, please forward this information on to all your friends and neighbors, and ask that they also contact Councilman Ross.

If you have any questions about the proposed Kyle Canyon Development Agreement, or helping us in the further development of Northwest Residents for Responsible Growth, please feel free to contact me via email or at the below phone number. Thank you all for your time and commitment to the quality of life in our neighborhood.

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone [REDACTED]
Direct E-mail address: jtaylor@rvcdlaw.com

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-----Original Message-----

From: Jennifer L. Taylor
Sent: Wednesday, May 09, 2007 4:14 PM
To: Councilman Steven Ross
Cc: 'Sheila Lambert'; Todd Schwartz; 'Eileen McKyton'; Wendy Warm; mayoderiso@yahoo.com
Subject: Kyle Canyon: Rezoning Application ZON-20543 and DIR-21605

Dear Councilman Ross:

I am writing to you on behalf of Northwest Residents for Responsible Growth, a new citizen's action group dedicated to ensuring the quality of life in the Northwest is maintained and that the best interests of the citizens who elected you are not put behind the money and influence of landowners and developers. As you stated on your campaign website, your job is "to represent our neighborhoods and families". Specifically, I am writing to you today in regard to the proposed Development Agreement between City of Las Vegas and Kyle Acquisition Group, LLC (hereafter the "Kyle Canyon Development Agreement"), and requesting that you "represent our neighborhoods and families" in your continued consideration of the Kyle Canyon project.

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The neighborhoods and families of Ward 6 are trusting in you to represent us, and not Focus Group, as the planning for the Kyle Canyon community moves forward. When you ran for election, your election website stated: "Neighbors must be listened to when development can change a neighborhood." Accordingly, we are requesting that Rezoning Application ZON-20543 and DIR-21605 be held at Planning, or that if it is passed, it be held at City Council for at least 75 days to allow the neighbors to truly be involved in the final version of the Kyle Canyon Development Agreement, and to work out a number of issues with the developer. Our Northwest community is suburban in nature, and passing the current version of the Kyle Canyon Development Agreement without significant revisions will forever and detrimentally change the character and quality of life in the Northwest. As such, we believe that it is the most important issue facing you as move into your next election cycle, and trust that you will abide by your assurances that you will listen to the neighbors. The proposed Development Agreement is so profoundly different than other development agreements that have been considered, and it is so profoundly incompatible with the Northwest, that it deserves further public hearings and public input.

Your website for the City states: "Growth and changing population creates unparalleled challenges in Ward 6. Councilman Ross is committed to protecting the existing rural housing areas while at the same time making Ward 6 an attractive place for new families. To accomplish these goals, Councilman Ross has placed smart growth, public safety and affordable family housing as his top priorities. Councilman Ross believes it is important to make sure that public services and structures such as fire stations, police, roads and flood control channels keep pace with the growth in the community. . . . Councilman Ross and his wife Kelli have five children. He likes to say his own family provides a constant reminder of his obligation to protect the quality of life for all families in Ward 6." We do not believe that the current incarnation of the Kyle Canyon Development Agreement meets your commitments to Ward 6, and therefore, it should be held at Planning Commission and/or City Council for further public input and revisions.

Following are our specific areas of concern. We believe that each of these areas touches upon the campaign issues you promised the citizens of Ward 6 would be your priorities and subject to your diligent scrutiny.

1) The density of the Kyle Canyon Development Agreement, which contemplates 16,000 homes is far too great. In your campaign, you stated that:

- "elected representatives need to recognize the fragile nature of communities and work to protect the character of their neighborhoods"
- "good neighborhoods are the core of good family life...it's harder to raise a family or retire in dignity if you are worried about your neighborhood."

Allowing the development of 16,000 new residences and the inclusion of potentially 50,000 new residents does not take into account the fragile nature of our community and does not protect the character of the Northwest. The intensity of this proposed development plan will add to our existing worries about our neighborhoods.

You also recognized the ever critical issue of drought, when you stated: "Recent rains may keep us remembering that we are still in a long-term drought. We must continue to

promote water saving methods." We do not believe that 16,000 residences in this fragile environment is compatible with this promise. You also recognized that "Ward 6 is a diverse community with many rural areas. We must work together to protect the rural lifestyle that so many residents enjoy in the Northwest." The proposed density in the Kyle Canyon Development Agreement utterly disregards and fails to protect the rural lifestyle of the Northwest.

2) The Kyle Canyon Development Agreement contemplates a casino as the centerpiece of the town center area of the Kyle Canyon community. The casino must be eliminated as a part of this proposed development. In your campaign website you recognized the detrimental effect casinos have upon neighborhoods and stated:

... "Casinos are a part of Nevada life, but we cannot allow large casinos to change the character of a neighborhood."

—"No neighborhood should be dominated by a huge high-rise casino".

The proposed Kyle Canyon Development Agreement runs directly afoul of your representation that "no neighborhood" be "dominated by a huge high-rise casino." We request that you staunchly stand behind this promise, and preclude the casino entitlement as part of the Kyle Canyon Development Agreement.

3) The parks and open space contemplated by the Kyle Canyon Development Agreement are completely insufficient and need to be expanded. Currently, only 6% of the approximately 1700 acres is planned for parks and open spaces. This paucity of parks and open space is completely unacceptable, and the Kyle Canyon Development Agreement needs to be re-written to require Focus Group to increase the amount of parks and open spaces. On you campaign website, you recognized the importance of parks and open spaces and stated:

—"We have opened the Gilcrease Park, Bradley Bridle Park and will open Polly Gonzalez Park in September 2006 – even with the opening of these parks, our community needs more areas for children and families to play safe."

—"Open space and Parks are an important part of our community –I will continue to hold developers to the task of providing open space and work with the City to build more parks."

—"Many people in Ward 6 moved here because of its more rural lifestyle. We must continue to expand our trail system."

Where will the children living in 16,000 new residences play and spend time with this small amount of open space? How does the current proposed Development Plan expand our trail system? Please keep your promise to the citizens of Ward 6 and hold Focus Group "to the task" of providing appropriate open space in its Kyle Canyon Development Agreement.

4) The heights of structures contemplated in the Kyle Canyon Development Agreement for the town center and Urban Mixed Use areas is excessive. Currently, the maximum height called out by the Kyle Canyon Development Agreement in the town center area is 160 feet and 80 feet in the Urban Mixed Use areas. Allowing structures of these heights will forever and detrimentally affect the characters and vistas of the Northwest,

and the entrance to Kyle Canyon. In your campaign promises, you recognize the damaging effect buildings of such height can have on a neighborhood and state, "[n]o neighborhood should be dominated by a huge, high rise casino." Further structures potentially 80 feet high would be permitted across from two existing elementary schools and across from a proposed high school.

5) We are concerned that the public review process for the future development in Kyle Canyon is insufficient as set out in the Kyle Canyon Development Agreement. We believe that expanded scrutiny needs to be included in the Development Agreement, including a notification range well beyond the 1000 foot radius, and a strict scrutiny of the compatibility and buffering of any proposed uses in the Town Center and Urban Mixed Use designated areas.

6) We believe that the Kyle Canyon Development Agreement does not provide for sufficient infrastructure in light of the fact that it seeks to add 16,000 units and potentially 40,000 - 50,000 residents to our community. Specifically, we believe the Kyle Canyon Development Agreement does not provide for sufficient:

- Fire safety facilities:

- Police facilities:

- Schools:

During your campaign, you stated:

-“I will continue to work with the Las Vegas Metropolitan Police Department to bring a substation to the Northwest part of Las Vegas. We must work hard to have more police officers in our neighborhoods, on our streets and in our parks.” You also stated: “New development must plan for schools, parks and traffic impact.” The Kyle Canyon Development Agreement does not adequately “plan for schools, parks and traffic impacts.” Additionally, it fails to include a plan for sufficient fire and police coverage for another 16,000 residences.

7) We do not believe that the Kyle Canyon Development Agreement allows for sufficient buffering between uses. One example of this, which we have previously brought to your attention, is the Urban Mixed Use designation immediately adjacent to Bilbray and Scherkenbach Elementary Schools. No project has yet been proposed for this parcel, however, we are concerned that absent specific requirements for sufficient buffering, an inappropriate and incompatible use will be requested for this area.

8) We do not believe that the Kyle Canyon Development Agreement takes into consideration compatibility with existing uses. Further, we do not believe that the citizens of Ward 6 will be given an opportunity to comment on compatibility if the Kyle Canyon Development Agreement is passed without additional details as to the proposed uses within the different areas of the development.

9) We believe that the Kyle Canyon Development Agreement will have a detrimental effect on traffic in the Northwest. Traffic in the Northwest is already at capacity, and 95

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cannot handle more rush hour traffic without resulting gridlock. Additionally, there is not sufficient public transportation in the Northwest, and we question the wisdom of allowing this massive growth without first developing a public transportation system and expanding our transportation corridors. In your campaign, you assured the citizens of Ward 6 that you would:

—"continue to work with County, State and federal officials to address the traffic issues in the Northwest."

—"continue to work with the Regional Transportation Commission to improve our public transportation, including adding additional bus routes in the Northwest."

We do not believe that the existing traffic issues have been alleviated and the addition of 16,000 units without developing, in advance, funded solutions to our traffic issues is untenable.

Finally, please remember that the Kyle Canyon Development Agreement is a contract between the City of Las Vegas and the developer, and the effectiveness and appropriateness of a contract are in its details. The details of this contract have not been fully developed, and are too ambiguous to provide protections to both the citizens of Ward 6 and to the City of Las Vegas. We as citizens and taxpayers deserve to have input into the terms of this very important contract, including the opportunity to show you how and where the Kyle Canyon Development Agreement is incomplete, inconsistent, and ambiguous. We expect that if the City enters into a contract, that time will be taken to review and analyze the final terms of the contract, ensure the contract is complete and unambiguous, and that each detail of the contract serves the best interests of the City and the citizens of your ward. While we understand staff and planning has had significant time and input into the Kyle Canyon Development Agreement, the failure to allow adequate input from citizens on this contract puts us in the position we are now in; confused citizens, upset with the process and feeling that their interests were not considered. There has been no real public input and no real work sessions on an issue by issue basis. The final outcome of the City's planning staff's time was not even presented until the break during the April 26, 2007 Planning Commission meeting, and several of the Planning Commissioners expressed their concern at the inadequate time for review of this final and important document. The public at large was not even aware of or given access to the Kyle Canyon Development Agreement until it was made available yesterday. The City of Las Vegas should not accept, for the sake of its citizens, a contract that is not fully vetted. Therefore, the only appropriate action is to hold this matter for further review, input and revisions.

Thank you very much for your time and consideration of our concerns and requests. I and the other members of our group look forward to discussing our concerns with you further.

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

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From: Joann Sonenstein [<mailto:poet82@cox.net>]**Sent:** Friday, May 11, 2007 1:26 PM**To:** Jennifer L. Taylor**Subject:** Fw: Focus

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From: Joann Sonenstein
To: Councilman Steven Ross
Sent: Friday, May 11, 2007 1:23 PM
Subject: Focus

That group is out of focus! With only five days before the hearing the public is being undermined on an issue that seriously affects their daily life. Please stay true to your promise and let neighbors voice their opposition by postponing this hearing and any decisions relating to it until you have heard what your constituents have to say.
Thank you. Joann Sonenstein

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From: Patty47bc@aol.com [<mailto:Patty47bc@aol.com>]**Sent:** Monday, May 14, 2007 10:10 PM**To:** Councilman-sross@LasVegasNevada.GOV**Cc:** Jennifer L. Taylor**Subject:** kyle canyon master planned community

The issues concerning this project need careful and thought out

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planning and consideration before final decisions are made. Please get our ward 6 involved with in put from all of us, especially where our schools are concerned, and what is located in close proximity to our young children. Please oppose rapid responses without much thought and let all the council members back track and THINK carefully
Pat Metcalf
9076 Spoonbill Ridge Place

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Subject: Kyle Canyon Development project

To: Councilman-sross@LasVegasNevada.gov

CC: NWRRGLV@yahoo.com

My husband and I both oppose the development of Kyle Canyon as outlined. Secondly, our city is being faced with foreclosures of homes and abandonment of homes. It does not make sense at this time to even contemplate the building of more homes, especially in the density outlined in this project - 16,000 homes, parks, and another casino on 1,700 acres. What about schools, fire and police facilities? What about the traffic and the lack of public transportation? Are these issues being addressed within this development project?

We need to take a step back. Let our city catch its breath, sell the new homes currently still available and the 100s of 1000s currently on the resale and foreclosure market, before we jump off into another whirlwind of building.

STEPHENSON & DICKINSON

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Dear Councilman Ross,

I am writing today regarding the lack of public input involved for the rezoning of the Kyle Canyon Development put forth by Focus Group. All of us that live just outside of the 1,000 foot radius have not been notified as to what is planned for the 1,700 acres of land (purchased from a BLM auction). This area is just west and north of where I live at 8920 Pine Mission Avenue (Brent/El Capitan).

When my husband & I moved here in May 2006 we were assured by our Realtor that no more development was happening in this area because we were near BLM land. We were pleased to live in a rural area near open space and horse properties, and most importantly, we could see the stars at night and have peace & quiet - we even hear the crickets chirp in the evenings. It replenishes my soul to be at home & away from the very noisy & sinful City of Las Vegas.

We would not have purchased a \$410,000 home here if we had been told correctly about the massive development that is planned at Kyle Canyon. We certainly don't want to live near apartment buildings AND a CASINO!

In fact, we find it difficult to enjoy living in this city and wish we could have either stayed in Colorado, or gone to SLC, Utah where my family is from. (My husband was recruited to work at Nellis - hence the relocation to LV).

What also concerns me is not only the density of the project, but the fact that ALL of the neighbors I've spoken with have not been notified of this project. You see, we live just outside of the required public notification and even those who live inside have not received public notice. What is wrong with the system of communication?

Further, when I tried to communicate to the P&Z Committee for the meeting requesting a zoning change on May 10, 2007 - the Planning Dept's website email link was down - due to a server error. I had to literally jump through hoops in order to get my concerns in front of P&Z before the meeting that evening. I wonder how many others tried to email and couldn't...

Another neighbor & Metro Police Officer who lives in my neighborhood has had the same difficulties trying to communicate with both your office and the Planning Dept.

Although the developer insists they held public meetings - the majority of the public that will be intensely impacted by this development - HAVE NO IDEA WHAT IS GOING ON.

We have formed a citizen's action group, "Northwest Residents for Responsible Growth" and in an intense effort to spread the word (since the P&Z mtg 5/10/07) we have distributed, at our expense & time, over 1,500 flyers in Spring Mountain Ranch community. I'm sure you'll get public input NOW.

As the Vice President of the HOA I have a fiduciary duty to protect the asset according to NRS-116. The asset is Spring Mountain Ranch and over 1,600 SINGLE FAMILY HOMES. There are no multi-family residences within our community, nor are there any in the surrounding areas - and we don't want them nearby because it's a known fact that it decreases property values and increases crime.

If City Council approves the "Development Standards & Design Guidelines" this Wednesday 5/16/07, it gives the Developer ALL the entitlements regarding density and so forth and Focus Group would only have to come back for town center and mixed use area design standards because permitted uses would already be allowed.

What we want from you is TIME, and we ask for better

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open public meetings before this moves further through the process because it will be too late for us to comment about what is happening in our immediate neighborhood.

We ask that you NOT approve the Development Standards & Design Guidelines, regarding the Land Use Tables 8-2 TC & UMU. Also on "Figure 2-2 Kyle Canyon Planning Areas & Residential Land Use" map regarding planning area D...WE ASK THAT YOU WAIT for proper neighborhood/public input and review on both of these items.

I most honestly & sincerely appreciate your time and immediate attention to this matter as it affects us all.

Wendy Hemingway Warm
Jeffrey A. Warm, AIA
8920 Pine Mission Ave.
[REDACTED]
[REDACTED]

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Thanks for sending the info of ZON-20543 . We are 100% opposed. I e-mailed the Councilman. I will tell everyone I know to do the same. Darla and Mike Hubbard, 8321 Tilted Cart St. Las Vegas, NV. 89143

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in 1-2 yrs. Mot!This message is not flagged. [\[Flag Message - Mark as Unread\]](#) [Printable View](#)From: "Donelle" <pearlz@cox.net> [Add to Address Book](#) [Add Mobile Alert](#)

To: councilman-sross@lasvegasnevada.gov

CC: NWRRGLV@YAHOO.COM

Subject: RE: ZON-20543 and DIR-21605 - Opposition to passage of kyle canyon development agreement

Date: Mon, 14 May 2007 21:41:23 -0700

I am voicing my opposition to the passage of the kyle canyon development agreement and a request that the matter be held for at least 75 days to allow for public hearings and input. I want councilman Ross to know that the citizens of his ward and the citizens of Las Vegas demand input, and appropriate notice, and information, on a proposed contract that will forever alter the character of the Northwest.

The current development agreement and proposed zoning is ill-advised, and needs serious revisions prior to passage.

As a citizen and taxpayer I deserve to have input into the terms of this very important contract. All of us citizens would like meetings with the developer and work sessions to be able to work through our many issues of concern, one by one. As a resident of the area I want to see what they are planning before they move forward.

Henderson and North Las Vegas required such meetings prior to the approval of similar development agreements. Why shouldn't the City of Las Vegas offer the same opportunity to its citizens?????

http://us.f575.mail.yahoo.com/ym/ShowLetter?MsgId=3257_5568236_422_1943_1357_0... 5/15/2007

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Date: Mon, 14 May 2007 21:40:58 -0700 (PDT)

From: "Wendy Warm" <whwarm@yahoo.com> Add to Address Book Add Me
Yahoo! DomainKeys has confirmed that this message was sent by yahoo.com. Le

Subject: Fwd: RE: Internet Submission - Vacant land

To: nwrrglv@yahoo.com

Note: forwarded message attached.

Wendy Hemingway Warm

the free Yahoo! toolbar and rest assured with the added secur
spyware protection.
<http://new.toolbar.yahoo.com/toolbar/features/norton/index.ph>

Forwarded Message [Download File | Save to Yahoo! Briefcase]

Date: Mon, 14 May 2007 21:23:09 -0700

From: wwjd4326@cox.net

To: whwarm@yahoo.com

Subject: Fwd: RE: Internet Submission - Vacant land

Plain Text Attachment [Scan and Save to Computer | Save to Yahoo! Briefcase]

Ok...here is the 1st email she sent me. My main concern has a
the possibility of apartments, condos and or townhomes on the
between Brent and Horse and between Ft Apache and 95. In this
she states the land is currently zoned commercial with no app
pending for apartments. If this has been known for 5-6 yrs as

planning committee meeting, how did she not know of it 3 mont
Bill
> From: Sheila Lambert <slambert@LasVegasNevada.GOV>
> To: "'wwjd4326@cox.net'" <wwjd4326@cox.net>
> Subject: RE: Internet Submission - Vacant land
> Date: Tue, 13 Feb 2007 21:41:52 -0800
>
> Dear Mr. Chavera -- Councilman Ross asked me to respond to
technical
> information in your letter and update you on projects he ha
working
> on.
>
> Councilman Ross was able to secure funding for two addition
stations
> for Ward 6 - the first on the North side of 215 and West si
95,
> which will be operational in the next 12-months and the sec
> Jones/Iron Mountain, which will be operational in two plus
has
> also secured a five acre parcel at Buffalo and Deer Springs
> additional substation for Metro. This is addition to the n
parks and
> other facilities located in the Northwest. As for Schools,
development
> agreement with Kyle Canyon addresses the need and provides
> school, middle school and two elementary schools. Unfortuna
is the
> up to the school district to review proposals and developme
advise
> when there are not seats. We count on their input for thos
as they
> have that information.
>
> Regarding BLM land, it can be auctioned or reserved by othe
government
> entities at any time. Although there may be a BLM parcel,
be a
> wastewater treatment facility (Durango/Deer Springs area);
School
> (Log Cabin/Durango); a Community College (Durango/Elkhorn);
> interchange (Kyle Canyon); affordable housing or senior hou
(Decatur),
> sold for homes (Kyle Canyon 16,000 units), etc. In referen
> apartments/condos -- there are some areas of Ward 6 that ha
units
> that have very little crime compared to other housing devel
You can
> use the Metro crime search and see what the difference is b
condo
> units at Rainbow/Rancho versus the housing units at Ann Roa
We
> have learned that not just a type of housing unit, but spec
amenities,
> etc. assist in what types of problems you may get in an are
>
> That all being said, there were numerous public meetings he
regarding the

> rezoning of the Kyle Canyon land to TND, which included all housing
> units. There was no opposition to the proposal before City but
> they did have over fifty people attend their neighborhood m
The
> details are not done on what type of units will be built or
Kyle
> Canyon has a development agreement that they must adhere to
Kyle
> Canyon area is north of Schreckenbach and Bilbray. In the a
> Horse/Brent - as of today, this is commercial zoned with a
adjacent to
> the school. We do not have any applications in for an apar
complex at
> this time. Any final applications (SDR Site Development Re
would come
> before Council for comments at that time.
>
> While City staff has recognized trends in particular areas
crime has
> followed apartments, the most common trend is that crime to
density.
> There are apartment units in Ward 6 where we have minimal p
and as
> you know, other units that have excessive problems. The ar
Mead
> and Tenaya has numerous issues; while Durango/Deer Springs
minimal.
> Councilman also asked me to express his appreciation for yo
to
> assist on issues impacting your home and the community. We
your
> number available for the Councilman. Please feel free to c
> anytime on upcoming issues or zoning -- we'll be looking fo
input on
> the SDR's that will be coming forward.
>
> If I have not addressed your concerns adequately or provide
date
> information, please don't hesitate to let me know.
>
> Take Care
>
> Sheila
>
> Sheila D. Lambert
> Liaison to Councilman Ross
> Telephone: [REDACTED]
> SLambert@LasVegasNevada.gov
>
>
> -----Original Message-----
> From: wwjd4326@cox.net [mailto:wwjd4326@cox.net]
> Sent: Thursday, February 01, 2007 12:47 PM
> To: Councilman-sross@LasVegasNevada.gov
> Subject: Internet Submission - Vacant land
>

Yahoo! Mail - nwrtrglv@yahoo.com

Page 4 of 5

> Citizen Name: Bill Chavera
>
> Email: wwjd4326@cox.net
>
> Comments: Councilman Ross,
is Bill
> Chavera and I live in your ward. I live in Spring Mtn Ranch
about 1
> block east of Fort Apache. Unfortunately, I was unable to a
Assoc.
> meeting you attended last night. A friend of mine attended
me about
> possible plans of apartments being put in above my house be
Brent and
> Horse, West of Ft Apache. I am writing to let you know that
extremely
> opposed to this idea. I am asking for your help as our coun
stop
> this from happening. I am a police officer and am one of ma
who live
> in the neighborhood. My wife is a State Trooper. We can tel
hand
> that having an apartment complex close to you creates alot
crime. It
> creates alot more traffic concerns and lowers home values.
teach DARE
> at both of the Elementary schools just north of the propose
can
> tell you that they are both already full as it is. An apart
complex
> would put a big strain on those schools. I know that you ar
"committed to
> protect the quality of life" of all of your ward members. I
serious
> quality of life issue. When we bought this house, we were t
land was
> owned by BLM. There was never any hint of any apartments be
there
> at any time. If we would have known this was even being con
we would
> not have bought here. Two of the biggest reasons we moved h
the
> great schools and no apartments near us. There are alot of
on the
> west side of 95. The highway blocks us from them. If they n
build
> more, build them on that side. The people who live on that
the
> highway know they are there and have known it. We bought he
signs
> of apartment complexes and it would be like forcing them on
Please put
> yourself in our shoes. Knowing what I just told you, would
them in
> your neighborhood? Besides parks and recreation, we could a
fire
> station up here. The closest one is down on Buffalo. More h
be

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Page 5 of 5

> fine too. Thank-you for your time and consideration. Let me
I can
> do to help stop this. You can always call me on my cell num
[REDACTED]
> Thank-you again. Bill
>
> Date: 2/1/2007 12:47:18 PM

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YAHOO! MAIL

Print - Close Window

From: "Donelle" <pearlz@cox.net>
To: councilman-sross@lasvegasnevada.gov
CC: NWRRGLV@YAHOO.COM
Subject: Opposition to passage of kyle canyon development agreement
Date: Mon, 14 May 2007 21:38:56 -0700

I am voicing my opposition to the passage of the kyle canyon development agreement and a request that the matter be held for at least 75 days to allow for public hearings and input. I want councilman Ross to know that the citizens of his ward and the citizens of Las Vegas demand input, and appropriate notice, and information, on a proposed contract that will forever alter the character of the Northwest.

The current development agreement and proposed zoning is ill-advised, and needs serious revisions prior to passage.

As a citizen and taxpayer I deserve to have input into the terms of this very important contract. All of us citizens would like meetings with the developer and work sessions to be able to work through our many issues of concern, one by one. As a resident of the area I want to see what they are planning before they move forward.

Henderson and North Las Vegas required such meetings prior to the approval of similar development agreements. Why shouldn't the City of Las Vegas offer the same opportunity to its citizens?????


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Page 1 of 1

YAHOO! MAIL

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Date: Mon, 14 May 2007 17:57:12 -0700
From: randy7171@cox.net
To: Councilman-sross@LasVegasNevada.gov
Subject: Kyle Canyon Development
CC: NWRRGLV@yahoo.com

I received a very disturbing letter in the mail today and felt the need to e-mail you about it. The letter stated that there is a proposed project to build a casino in the area of my home. If I am not mistaken (and I'm not) one of your campaign promises was "neighbors must be listened to when development can change a neighborhood". Was that a true promise or campaign B.S.? If I had not gotten this letter, I would not know anything about a casino being built until after they had broken ground. If you allow this to move forward without my neighbors and I to have the chance to voice our opinion I promise I will do all I can to ensure you are never elected to another voter-elected office in the state of Nevada. I request that this matter be held for at least 75 days to allow for public hearings and input. I promise I will be watching. "I am not a politician - I keep my promises".
randy7171

http://us.f575.mail.yahoo.com/ym/ShowLetter?box=Inbox&MsgId=5229_5549938_19286... 5/15/2007

Yahoo! Mail - nwrrglv@yahoo.com

Page 1 of 1

YAHOO! MAIL

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Date: Mon, 14 May 2007 17:00:22 -0700 (PDT)
From: "Lucille Valentine" <lucillevalentine@yahoo.com>
Subject: ZON-20543 and DIR-21605
To: Councilman-ross@LasVegasNevada.gov, NWRRGLV@yahoo.com

I learned today that the re-zoning of this area which is directly north of me is underway. I strongly object to the rezoning of a neighborhood without the residents being fully informed or being allowed input.

I understand that we would not be getting the public park we were promised, but instead yet another casino. A casino is something we most definitely do not need or want in a family oriented community. I also understand the plan is to build 16,000 more homes on just 1,7000 acres, which indicates that these homes would be apartment complexes.

This plan would most certainly devalue my home and make it a less than desirable place to live. The traffic for a casino and apartments is just one concern. The inherent crime that accompanies them is cause for all to be alarmed. Santa Fe Station is just down the road. They recently expanded to the point where they could probably contain the entire north area if needed.

My understanding was that public parks and undeveloped areas were required to prevent the over-population of an area. Where are the schools, police stations and fire stations for this area. I hope the long term plan is not to continue staking out an ambulance in the Albertsons parking lot just in case of an emergency.

Rush hour access to Highway 95 already is causing a backup problem. When the new hospital opens along with the shopping mall underway the traffic congestion will be horrendous./

Mr. Ross, I voted for you because I believed you when you said that neighbors must be listened to when development can change a neighborhood. I hope this was not just campaign hot air.

This neighborhood needs to remain a bedroom community!

I was informed that the City Council hearing on this matter is set for Wednesday, May 16th. Please have this matter postponed until the concerns of the residents can be heard.

Sincerely,

Lucie Valentine

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Page 1 of 1

YAHOO! MAIL

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Date: Mon, 14 May 2007 16:21:26 -0700 (PDT)
From: "Sharl Carter" <sharidn@yahoo.com>
Subject: Kyle Canyon Development
To: Councilman-sross@LasVegasNevada.gov
CC: NWRRGLV@yahoo.com

I staunchly oppose the Kyle Canyon Development agreement and request that the matter be held for at least 75 days to allow for public hearings and input. As a resident in the Northwest end of the valley, we deserve to be able to, not only voice our input, but to also be heard by our councilman. The Kyle Canyon development changes will impact our neighborhood to a great degree and, as taxpayers, we should receive the opportunity to see what will be planned for our area prior to moving forward with development.

Sincerely,

S. Carter

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Page 1 of 1

YAHOO! MAIL

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From: "Paul Adams" <paulblimp@cox.net>
To: councilman-sross@lasvegasnevada.gov
CC: nwrrglv@yahoo.com, karl.adams@swgas.com
Subject: Kyle Canyon development
Date: Mon, 14 May 2007 12:24:41 -0700

Dear Councilman Ross,

It is just recently that I have become aware of the proposed Kyle Canyon Development agreement and am most alarmed by it. I am extremely disappointed to learn that such a massive development with its undoubted significant impact on those of us already live in the North West can be approved without public comment or review. I am extremely concerned about this.

The traffic situation in the North West is already becoming critical with the freeways already blocked in both direction during rush hour on a daily basis. To add another 16,000 homes and a casino will make the situation intolerable.

Just as concerning is the tiny percentage of land put apart for parks and other open spaces. We should be building a city that people like to live in and are proud of. However, more and more I hear "I don't like what the city has become". To cram this many houses into such a small area will only increase the impression of Las Vegas of having become a high density, low quality town with a rapidly falling quality of life and a loss of any sense of community or pride.

The North West does not need another Casino. We are well served by the Santa Fe, and just a little further away Texas Station and the Fiesta.

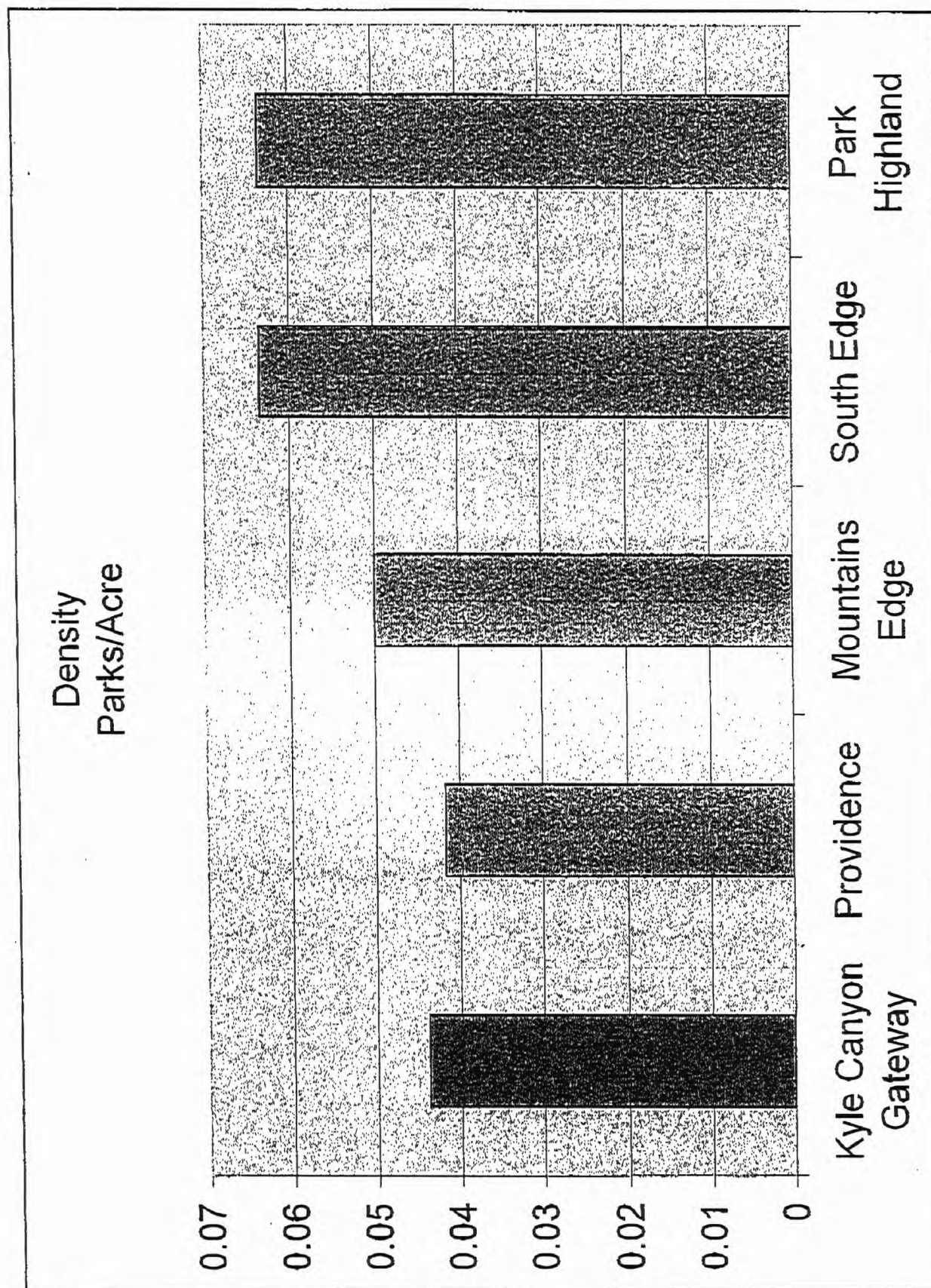
This is your ward. I am asking you to do the right thing and hold this matter for at least 75 days so that public hearings can be held.

We do not need more high density, poorly built homes. We need developments that are well planned and spacious and that do not impact on the quality of life of residents already there.

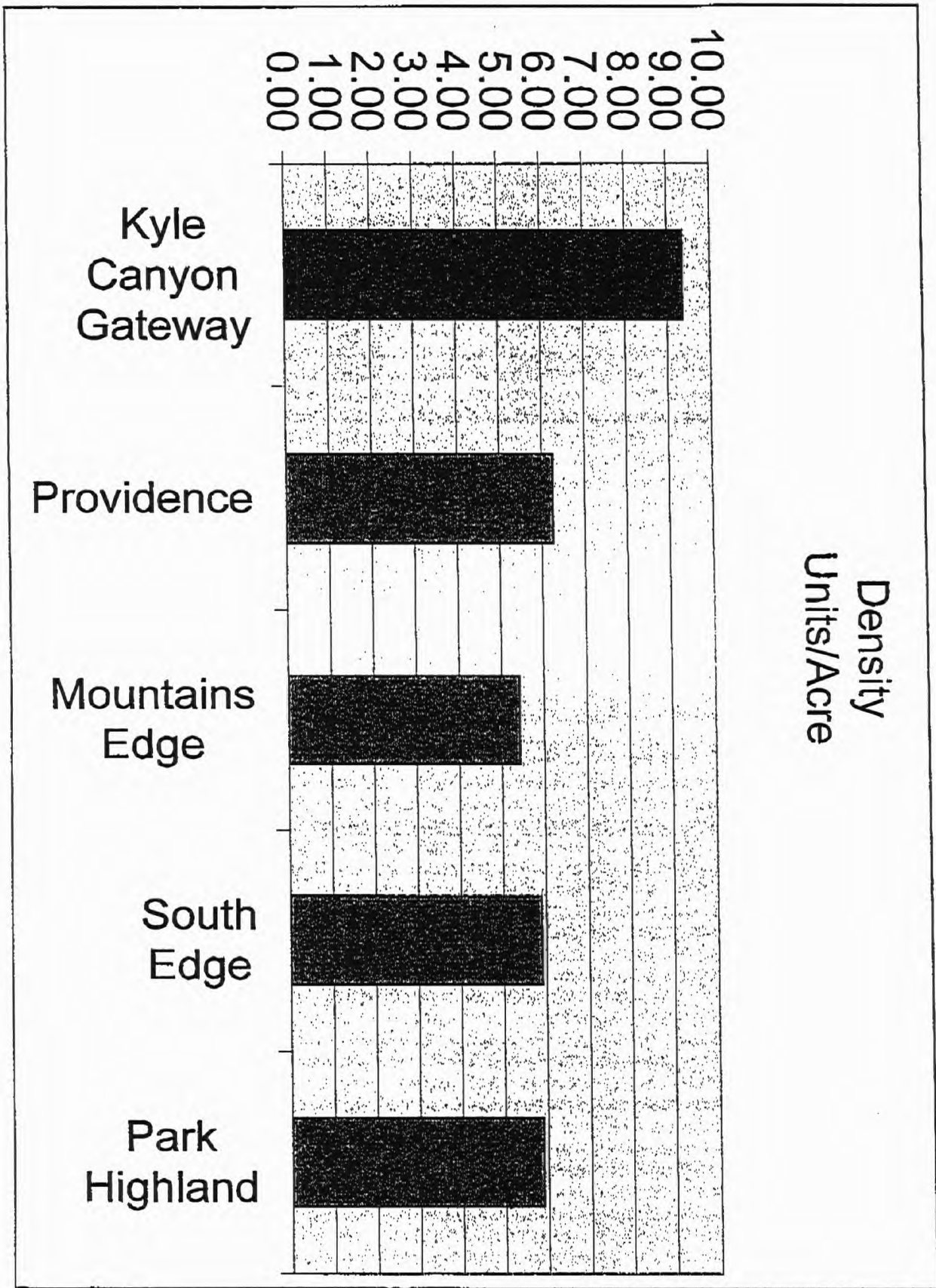
Paul A Adams

http://us.f575.mail.yahoo.com/ym/ShowLetter?box=Inbox&MsgId=5991_3714643_20456... 5/15/2007 

99

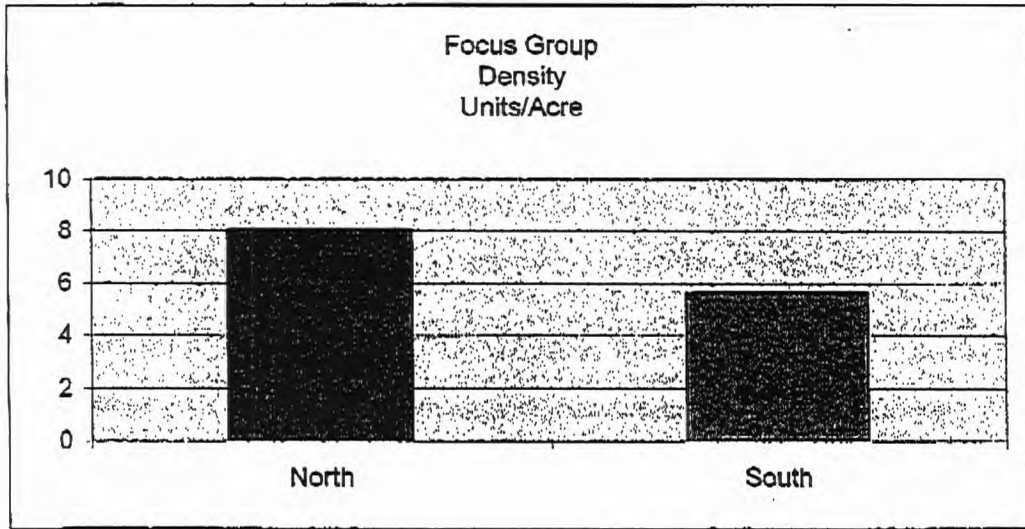


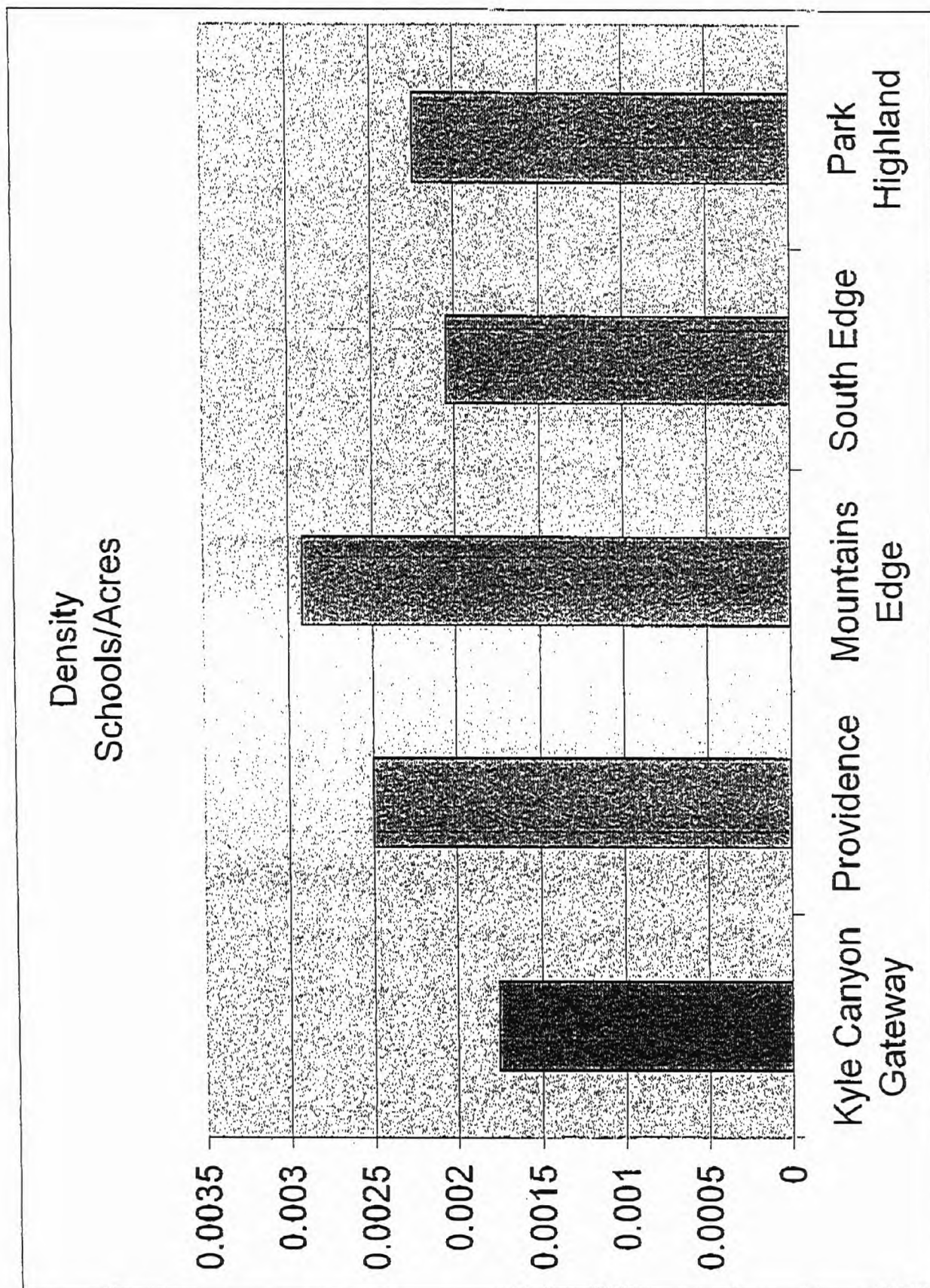
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101

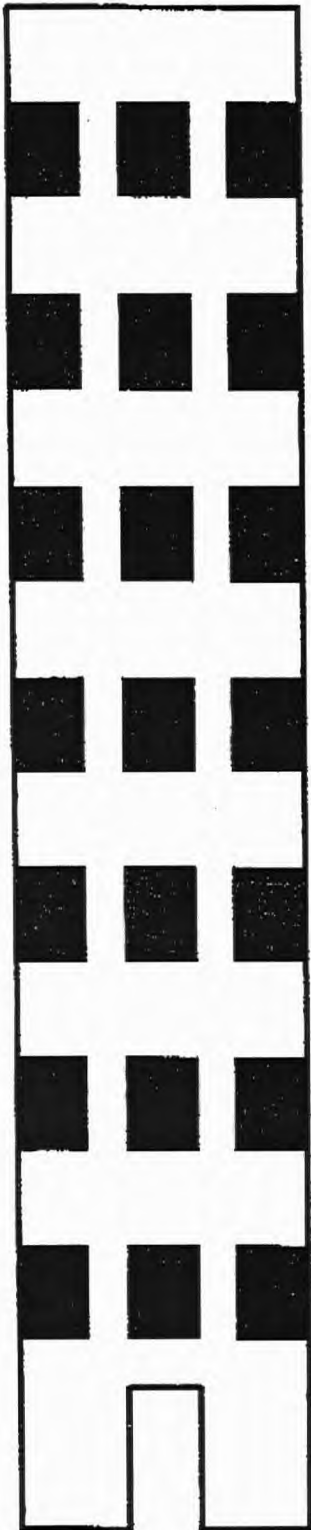
801



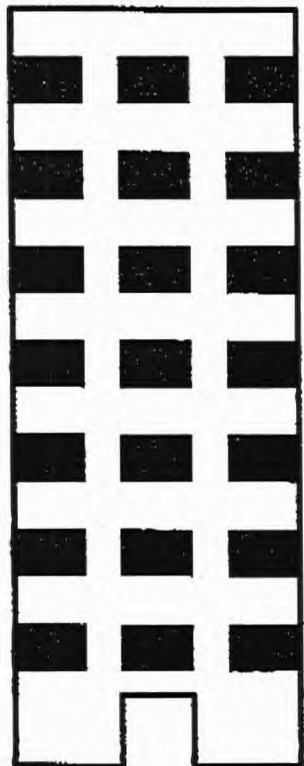


103

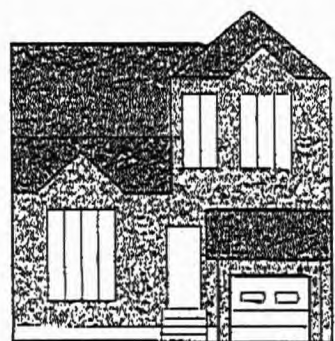
501



Hotel Casino
160 ft



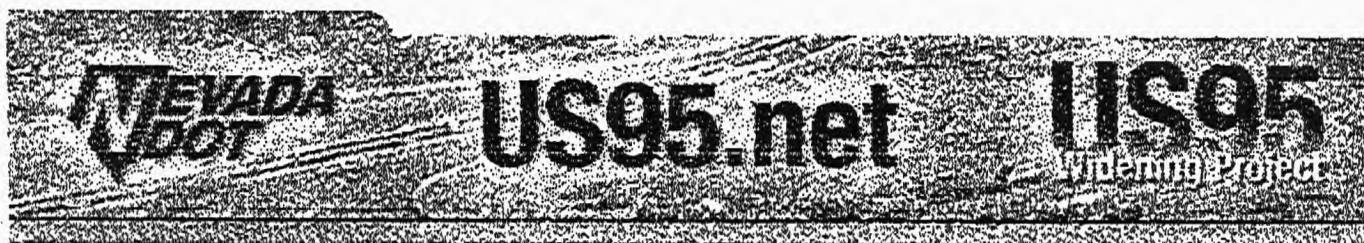
Apartments
80 ft



Suburban
home
35 ft



1 story
house
25 ft



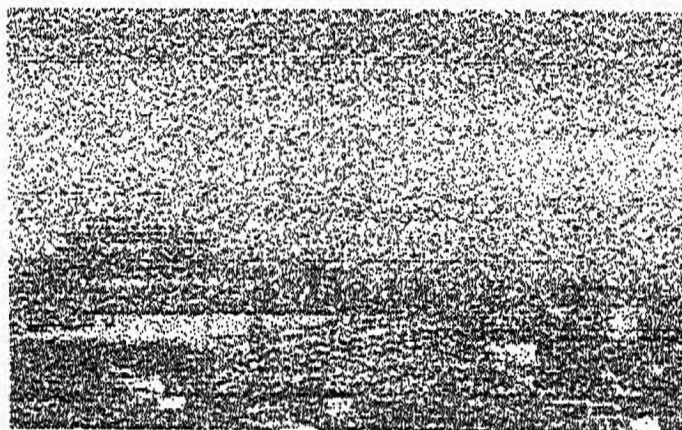
Today is Sunday, May 06, 2007.

U.S. 95 Widening Project Home Page

Updated: April 24, 2007

The Nevada Department of Transportation is widening U.S. 95 in northwest Las Vegas. The project will increase the freeway from six to ten lanes from Martin Luther King Boulevard to Rainbow Boulevard, and from four to six lanes from Rainbow Boulevard to Craig Road. One lane in each direction will be dedicated as a high-occupancy vehicle lane.

[CLICK HERE FOR NEW FEATURES!](#)



NEWS FLASH

TRAFFIC INFO

Click on an area below for information on detours or closures:

[U.S. 95](#)

[Martin Luther King Boulevard](#)

[Rancho Drive](#)

[Valley View Boulevard](#)

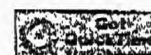
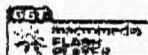
[Decatur Boulevard](#)

[Jones Boulevard](#)

[Rainbow Boulevard](#)

[Summerlin Parkway](#)

020061





US95.net

US95

Widening Project

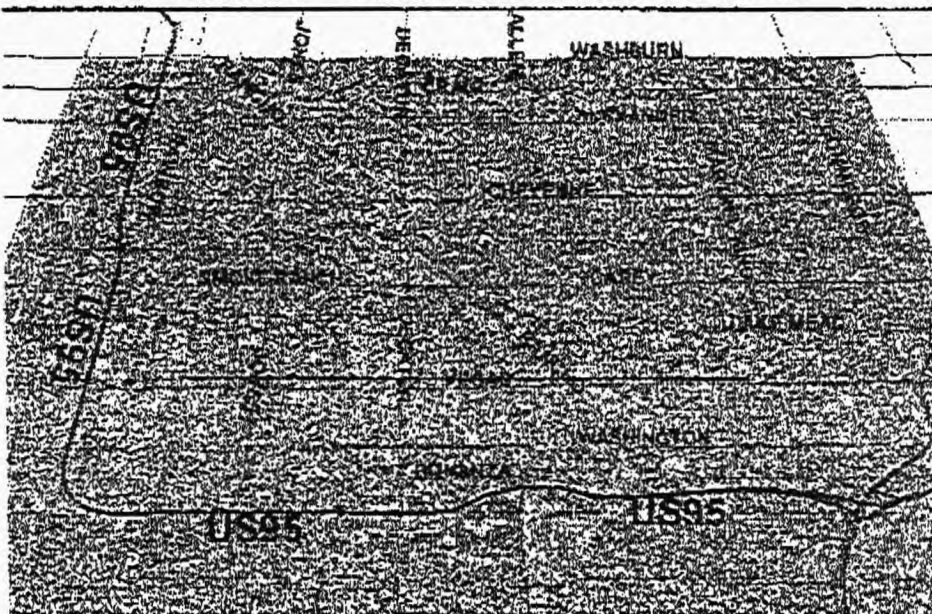
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- What's new
- Project map
- Completed projects
- Current projects
- Photo gallery
- Newsletter
- Project history
- FAQs
- Project office
- Tours
- Comments
- Links

Project Map and Animation

(scroll down to view animation)

PROJECT 1A PROJECT 2A PROJECT 2C&2D PROJECT 3A PROJECT 4B/S

PROJECT 1B PROJECT 2B PROJECT 3B PROJECT 3D PROJECT 4A



LAST UPDATED

April 5, 2006

Animation of Future Completed Project

Segmented Animations



US95_01_Rancho.wmv (2.7 MB)



US95_02_Valley View.wmv (1.3 MB)



US95_03_Decatur.wmv (1.6 MB)



US95_04_Jones.wmv (2.0 MB)



US95_05_Torrey.wmv (1.1 MB)



US95_06_Rainbow.wmv (2.2 MB)

Full Animation



US95_Full_Titled.wmv (11.2 MB)



US95_Full_Titled.mp4 (10.7 MB)



Agenda Item 5

Future Projects 2008 - 2015



Presented to

Blue Ribbon Task Force
October 27, 2005

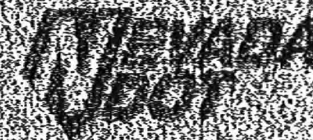
Susan Martinovich, P.E.
Deputy Director,

Nevada Department of Transportation

201



Project Summary



Southern Nevada

I-15 North Corridor – Spaghetti Bowl to Apex Interchange	\$ 330 million
US-95 Northwest Corridor – Washington Ave. to Kyle Canyon Rd.	\$ 100 million
Beltway Interchanges – US-95, I-15, Summerlin Pkwy.	\$ 210 million
I-15 – Tropicana Avenue to Spaghetti Bowl	\$1,210 million
I-515 – Foothills Road to Spaghetti Bowl	\$1,300 million
I-15 South Corridor – Stateline to I-215 Beltway	\$ 350 million
Boulder City Bypass	<u>\$ 470 million</u>
	\$3,970 million

Northern Nevada

I-80 – Robb Dr. to Vista Blvd.	\$ 460 million
US-395 – Spaghetti Bowl to Stead Blvd.	\$ 275 million
Pyramid Highway – Nugget Ave. to Calle De La Plata Dr.	<u>\$ 135 million</u>
	\$ 870 million

Other – Statewide

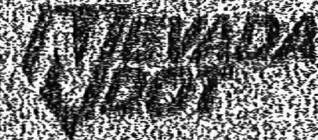
Two Lane Highways – Widening and Passing Lanes	\$ 400 million
Preservation Program	\$ 400 million
ITS/Operations	\$100 million

108



PROJECT NAME:

I-15 North Corridor Spaghetti Bowl to Apex Interchange

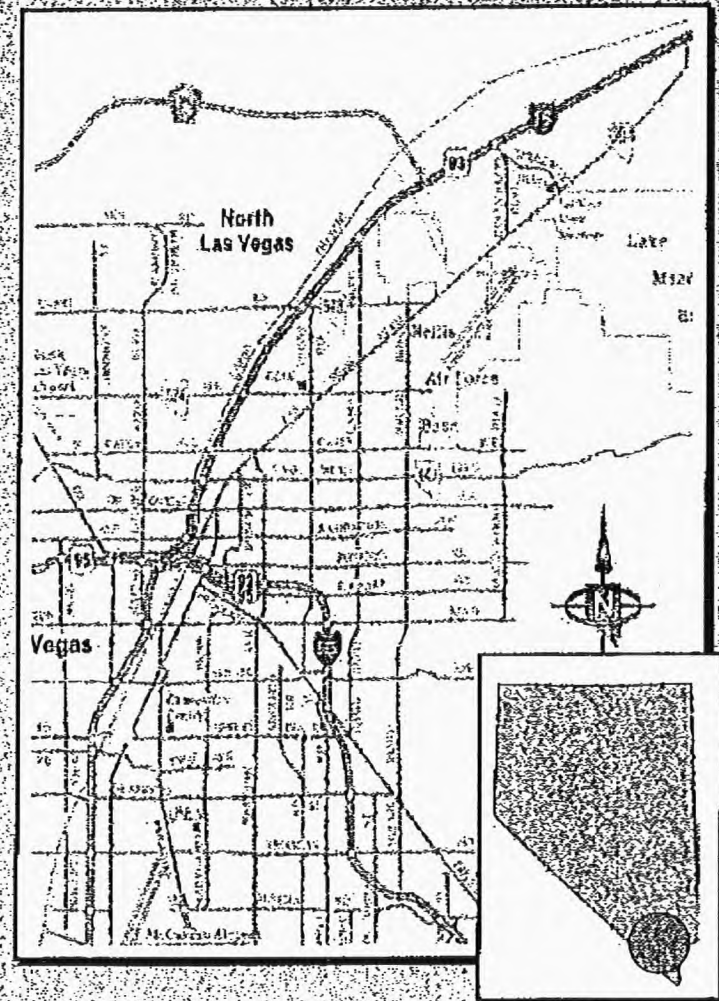


DESCRIPTION:

Improve the I-15 corridor from the I-15/US 95 "Spaghetti Bowl" interchange to Apex interchange northeast of Las Vegas. The proposed improvements include:

- Widening of I-15 from 6 lanes to 10 lanes from US 95 (Spaghetti Bowl) to Lake Mead Blvd. and widening of I-15 from 4-5 lanes to 8 lanes from Lake Mead Boulevard to Craig Road, (Design/Build)
- Widening of I-15 from 4 lanes to 6 lanes from Craig Road to Apex interchange
- Interchange improvements at US 95, Washington/"D" Street, Lake Mead Boulevard, and the Las Vegas Beltway
- A new interchange between Speedway Boulevard and Apex interchange.

ESTIMATED COST:





PROJECT NAME:

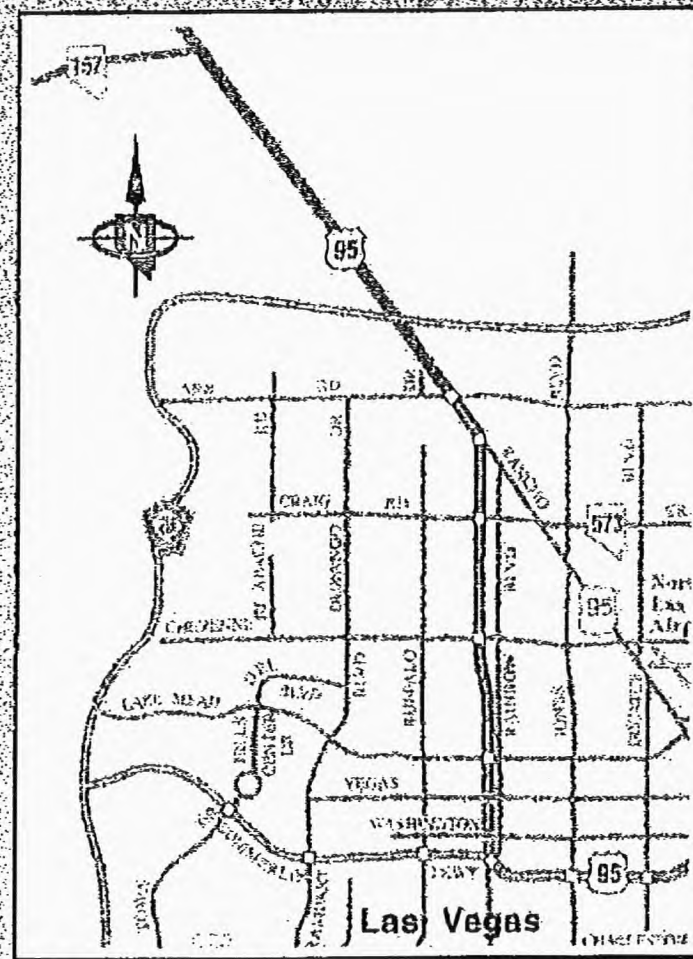
US 95 Northwest Corridor
Washington Avenue to Kyle Canyon Road

DESCRIPTION:

Improvement to seven miles along the US-95 freeway in Las Vegas from Washington Avenue to Kyle Canyon Road. The project includes widening, possible frontage roads, HOV lanes and new service interchanges at Kyle Canyon Road and Horse Drive along with the future system interchange at the Las Vegas Beltway (future Interstate-215).

ESTIMATED COST:

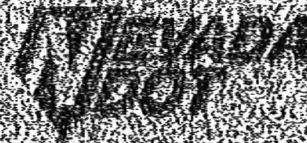
\$100,000,000





PROJECT NAME:

Beltway Interchanges

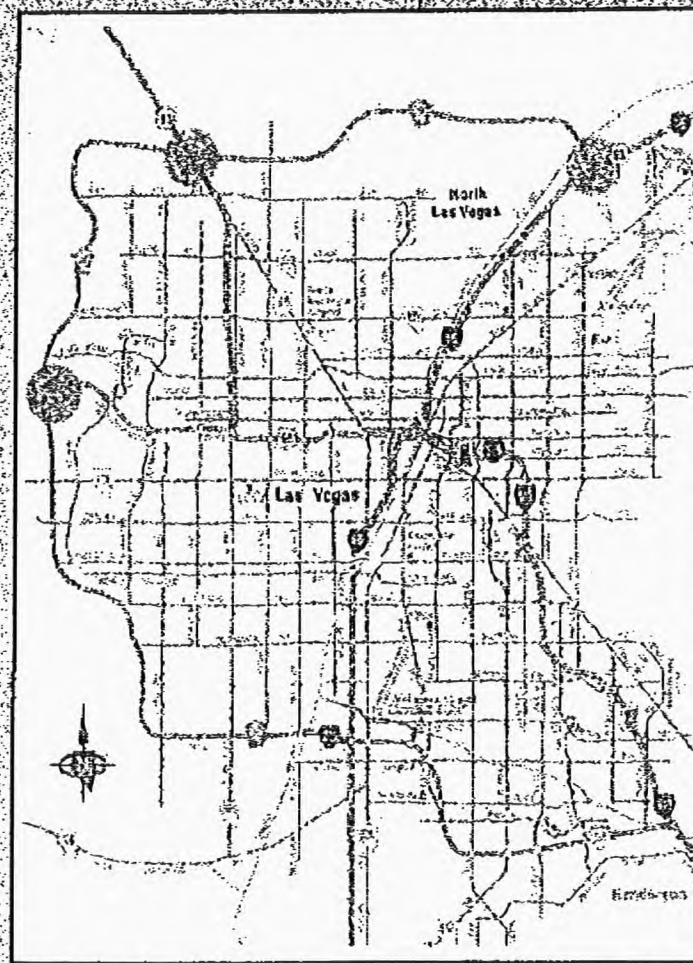


DESCRIPTION:

Regional interchanges on the Beltway at US 95, at I-15, and Summerlin Parkway.

ESTIMATED COST:

\$210,000,000





PROJECT NAME:

**I-15 Tropicana Avenue to Spaghetti Bowl
(Includes Project NEON)**

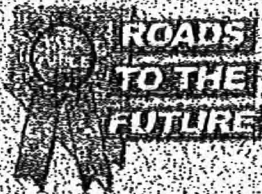
DESCRIPTION:

- I-15 at Charleston Interchange – Reconstruct to a single point urban interchange.
- I-15 at Alta Drive – southbound on and northbound off ramps.
- I-15 from Sahara Ave. to Spaghetti Bowl – Widen to 10 lanes.
- I-15 South, from Tropicana Ave. to Sahara Ave. – Widen from 6 to 14 lanes.
- Martin Luther King/ Industrial connector from Palomino Lane to Wyoming Ave. – Construct 6-lane connector.

ESTIMATED COST:

\$1,210,000,000





PROJECT NAME:

I-515 Widening Foothills Road to Spaghetti Bowl

DESCRIPTION:

Widening of I-515 (US-95/US-93) from 6 to 10 lanes plus auxiliary lanes, from Foothills Road in Henderson to the Las Vegas Spaghetti Bowl in the City of Las Vegas (length: 20 miles). New interchanges are proposed at "F" Street, Pecos Road, and Sahara Avenue.

ESTIMATED COST:

\$1,300,000,000



113



PROJECT NAME:

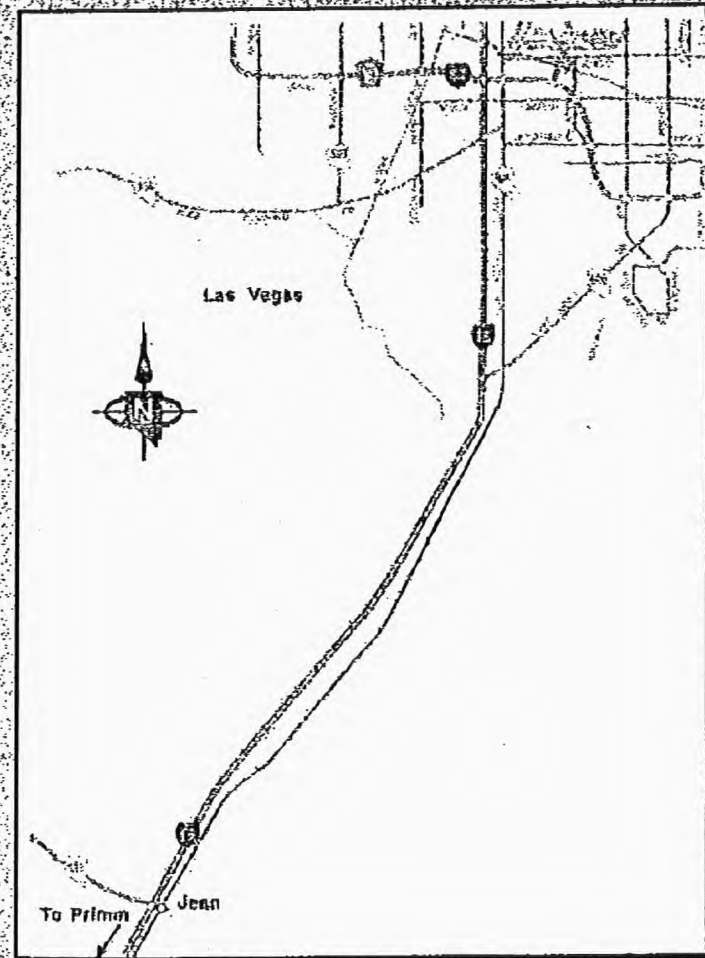
**I-15 South Corridor
Stateline to I-215 Beltway**

DESCRIPTION:

Improve the 11-mile corridor of I-15. This corridor will provide access to the proposed Ivanpah Valley International Airport 20 miles south of Las Vegas. Alternatives analysis includes five new interchanges, frontage roads, collector-distributor roads, high occupancy vehicle (HOV) lanes, park and rides, transit, and other capacity improvements to the corridor. Also being analyzed are various alternatives to Las Vegas Boulevard.

ESTIMATED COST:

\$350,000,000

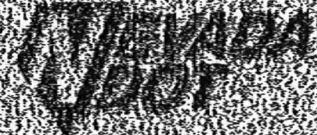


114



PROJECT NAME:

Boulder City Bypass

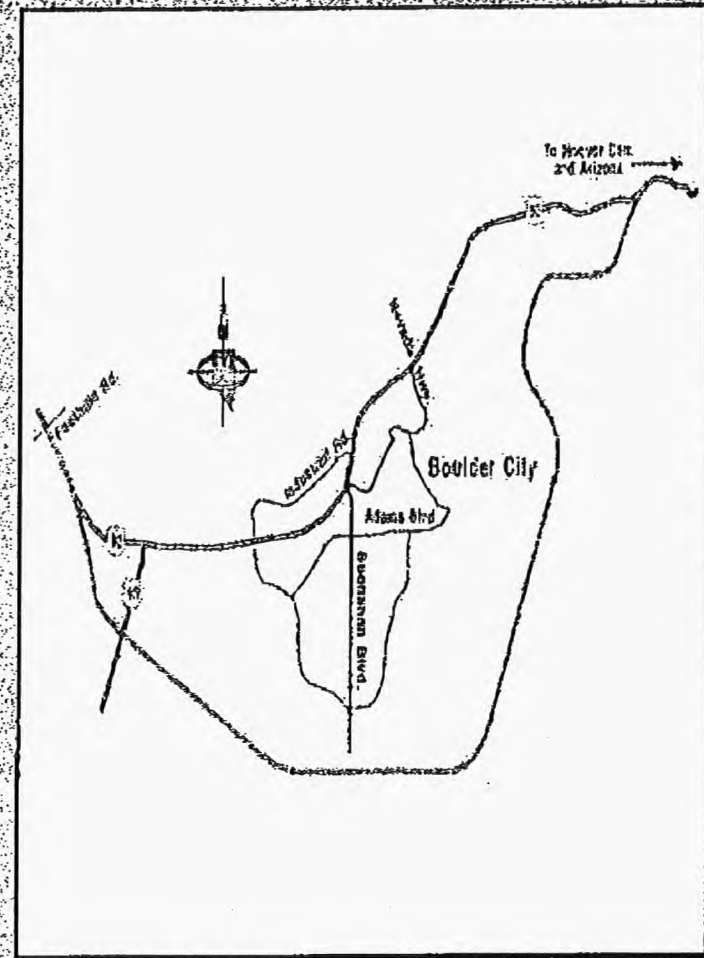


DESCRIPTION:

New US-93 alignment around Boulder City to the South (Length: 14 miles) 2-lanes in each direction, Foothills Road to the Nevada Interchange (Hoover Dam Bypass Project terminus).

ESTIMATED COST:

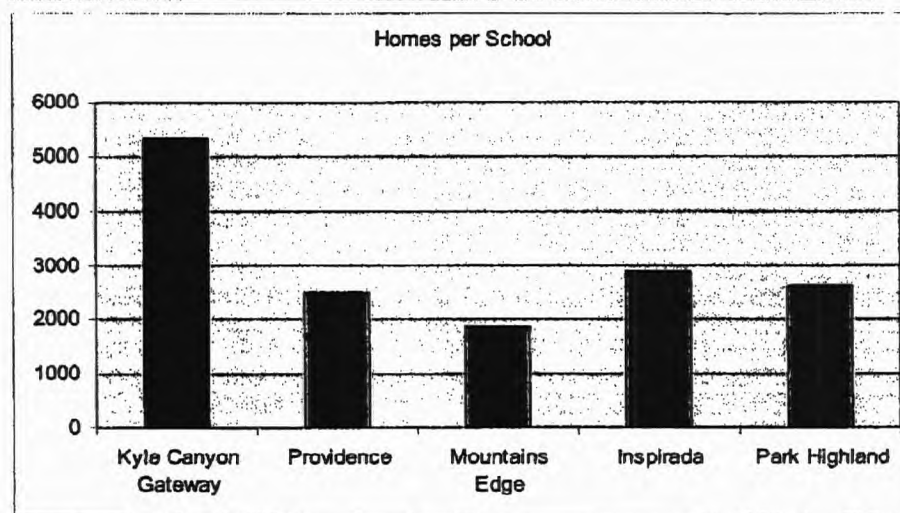
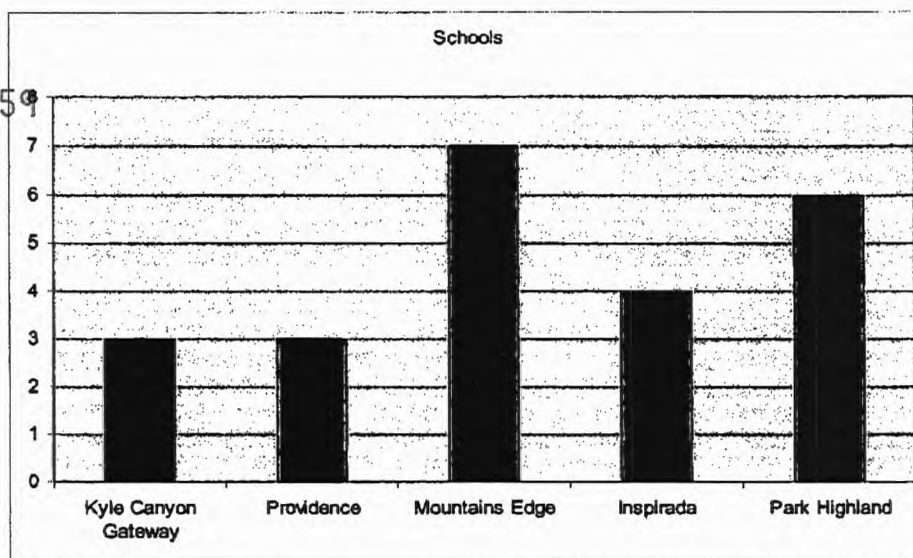
\$470,000,000



115

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2007 MAY 16 A 7:59



- b. The Focus Group is using proposed or current schools that the City and other developers supply for schools for children in their development.
- c. **Conclusion:** The number of schools supplied is not adequate for the number of students from this development. The elementary schools and Centennial HS are full.

YAHOO! MAIL

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From: "David E. Leonard" <Daneheart@cox.net>

To: Councilman-sross@LasVegasNevada.gov

CC: NWRRGLV@yahoo.com

Subject: Proposed Kyle Canyon Development

Date: Tue, 15 May 2007 20:57:38 -0700

2007 MAY 16 A 7:58

Dear Councilman Ross:

I would like to voice my concerns about the proposed development of the Kyle Canyon area. My main objection is actually two fold: first, the number of people who would be moving into the area, and second, the hotel/casino.

When I moved to this part of the city four years ago, traffic was heavy but reasonable, the neighborhood was quiet, shopping was enjoyable, etc. Now, I dread having to go out of my home to go anywhere because the traffic is so congested. This is due to the development of the areas to my north and across Rt. 95 to the west. Traffic the new Mall will bring must also be considered, since construction has started on it by the new hospital. Also, a new Lowes was just approved for construction just down the street at the corner of Durango and El Capitan. Further "improvement" to the area without addressing the constantly increasing traffic is foolish. Southbound 95 at 7am is moving at a crawl through the curve by Santa Fe Casino. If this proposal is approved, it won't be moving at all without widening the highway first. The highway was adequate four years ago, but not now.

I am totally opposed to a hotel/casino in this area since Santa Fe is only 10 minutes away, Texas and Fiesta casinos just a few minutes more, and even Red Rock and Rampart Casinos only about 20 minutes. I also believe a casino might bring crime to the area and lower our property values. I would like the opportunity to get more information before this comes before council. I don't think enough notice was given to allow for the general public to make their opinions known. Please ask council to postpone their consideration of this proposal to allow for public hearings, so we may make our concerns known to council. Once this is approved, there is little that can be done to stop such a major change to our neighborhood.

Sincerely,

David E. Leonard
8909 Little Horse Ave.
Las Vegas, Nv 89143
E-mail Daneheart@cox.net

Submitted after final agenda

Date 5/16/07 Item 94+95

http://us.f575.mail.yahoo.com/ym/ShowLetter?box=Inbox&MsgId=969_5938429_28160_... 5/15/2007

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2007 MAY 16 A 7:58

Dear City Council

RE: Kyle Canyon Development – ZON-20543

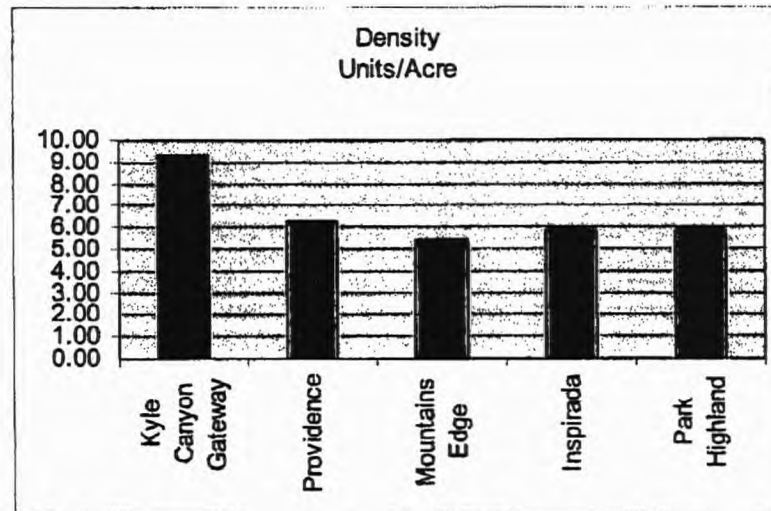
I am sending this letter in opposition to the Kyle Canyon Development project. When we moved to Las Vegas, we were looking for an area that was suburban in nature and was away from the city. We knew that with price of land and that we were not going to get a large lot. The northwest was ideal area. There were small neighborhoods with embedded parks. There is a sense of community. We have neighborhood watch. Neighbors talk to each other. Children play in the community. We have a community Easter Egg hunt. This is a real neighborhood. However, now we have to look forward to a high density community to be built next to our community.

Let me make it perfectly clear, I am not against the developer or the project. I do feel that there are aspects of the project that is not compatible with the current communities.

NOTE: All data was obtained from documentation on the Focus Property Group Website www.focuspropertygroup.com

1. Density

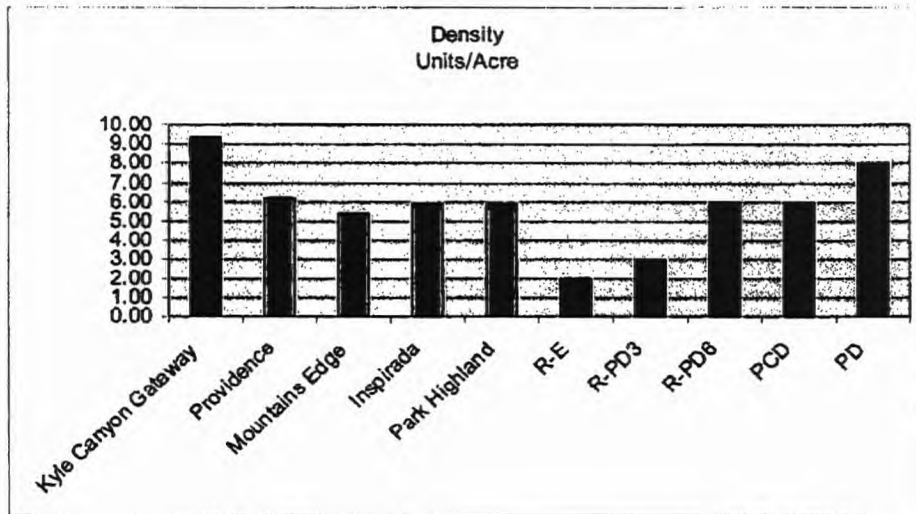
- a. The density for this project is far too high compared to other project in Las Vegas and for the surrounded communities. Figure 1 shows units per acre for projects currently being constructed. Kyle Canyon Gateway has a density that is approximately 80% higher. This includes 3 Focus Property Group Projects.



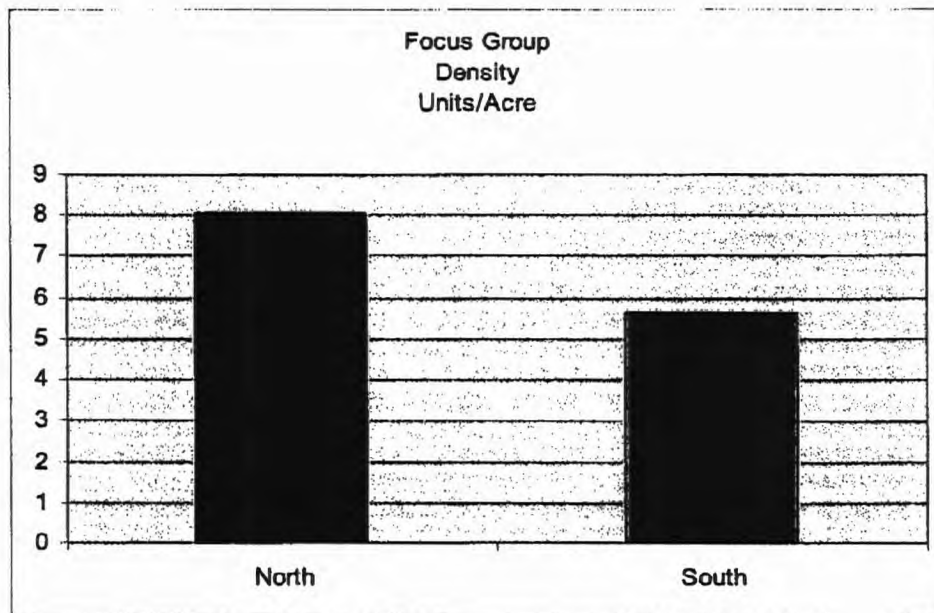
- b. If you look at the densities of the surrounding communities in relation to Kyle Canyon Gateway, the densities are again much greater by approximately 80%. However, the 3 other Focus projects are in line with the surrounding communities.

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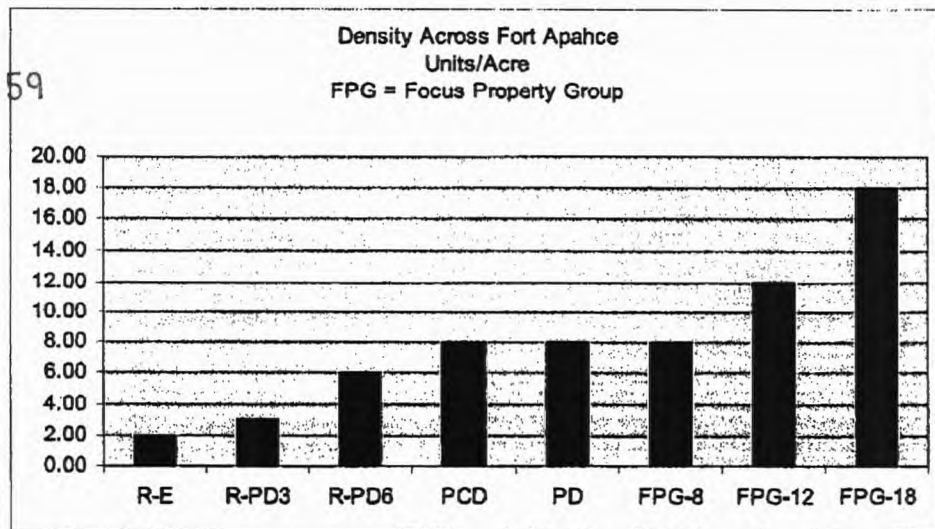
- c. Next, if you look at the densities that Focus Property Group used on their southern properties and those in the north (Kyle Canyon and Providence), you will again see that the densities are far greater.



- d. The proposed density abutting the communities on Fort Apache are much higher for Kyle Canyon Gateway.

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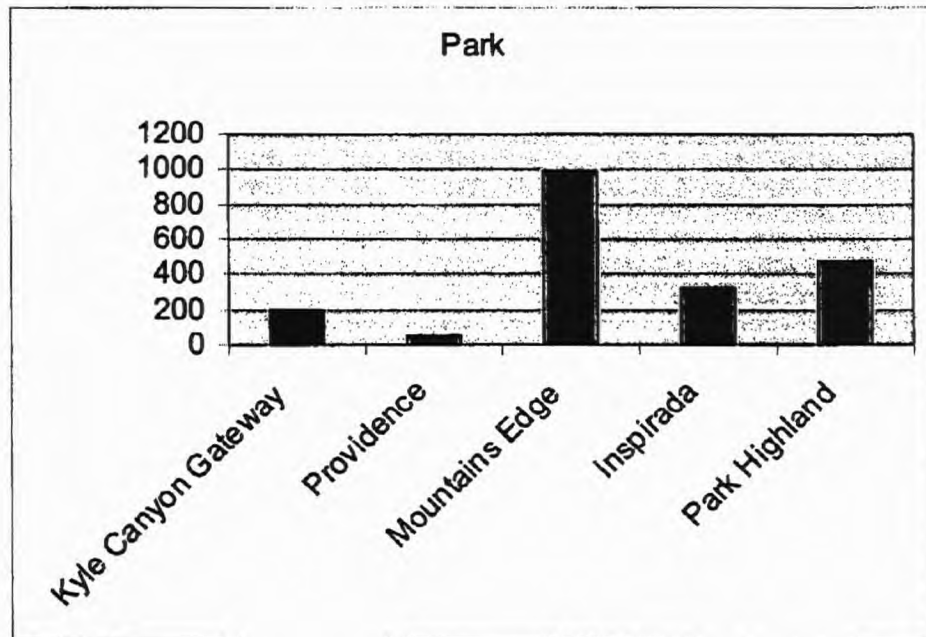
- e. In the Mixed use area south of the 2 elementary school, Focus is asking for 30 units/acre. This is across the street from 6 units/acre in our community.
- f. As Mr. Ritter stated in the Las Vegas Sun "Condos and apartment buildings - most about 5 stories tall with some possibly as high as eight stories - will surround the center of the development. The housing density will decrease the farther from the center of development homes are, with the most spacious neighborhoods having four or five houses per acres". Had Mr. Ritter followed this plan with the original 12,000 homes there probably have not been a problem. However, as it is there are 30 unit per acre neighborhood going right to the boundary of the property and there are not neighborhood show with 4 - 5 homes per acre shown in the project.
- g. **Conclusion.** The Density of the Kyle Canyon Gateway is far out of line with other projects currently being developed and built in the City. There is also the problem of high density building. This is the Development Agreement where 30 and 28 Units/Acre is shown. This may not be a problem in Town Center but it is of great concern when it is around schools.

2. Schools

- a. As far as schools are concern, Focus Property group is again supplying less schools that other projects. At first glance it does not look that bad until you look at the number of homes per school. Even Providence that supplied the same number of schools has less homes per school that Kyle Canyon Gateway.

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3. Parks and Open Space

- 2007 MAY 18 AM 11:59
- a. Parks and Open Space is a hard item to chart. There are no good figures on trails, street planting and mediums. Therefore, I used data from articles on the Focus Property Group website. I only used data that stated Parks or Open space. I used the data supplied by Focus Property Group representative and the Planning Commission meeting. This is above the 129 acre without streets, mediums and trails.
- b. The amount of Parks and Open Space is far below what was supplied to Focus Property Group project in south Las Vegas.



- c. **Conclusion** The Park Area and Open Space being supplied by Focus Property Group are not adequate for size of the project. The use of Tule Springs Park as part of the open space does not work. This is to be a walkable neighborhood. I do not believe that people will be walking to Tule Springs for recreation.

4. Infrastructure

- a. The infrastructure being supplied is inadequate for the density of the project and also that the project is being developed on both sides of US 95. At this time, the police and fire coverage is barely adequate. The addition of 16000 homes and 45000 people even with the police and fire stations proposed will stretch the coverage even more.

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2007 MAY 16 A 7:59

- b. The building of the Kyle Canyon and Horse interchanges will be a great improvement. However the biggest problem is the width of the US from Kyle Canyon to Ann road. At this time it takes 15-20 minutes to make it through the Ann road interchange and coming to a complete stop several times. With 174,000 additional trips per day and increased construction traffic will make travel a complete nightmare.

5. Conclusions:

- a. As can be seen this project is out of balance with project currently under construction and with the Northwest community as a whole.
- i. The density is far too high and needs to cut back to 6 units per acre.
 - ii. Multifamily units (28 – 30 per acre) need to be removed from around schools and boundaries and be restricted to the Town Center.
 - iii. Densities need to go from high in Town center and lower at the boundaries as illustrated in the Tradition Development Brochure and stated by Mr. Ritter.
 - iv. More schools are need. This is problem not only in this development but throughout the city.
 - v. More Park and Open Space is need. A regional park is need.
 - vi. More and better positioned police and fire are need. This is problem not only in this development but throughout the city.
- b. Finally, this project should be sent back to the developer for modification. The density should be reduced, schools, fire and police should be increased. Nothing should started until the interchanges are complete. Most importantly, US 95 needs to be widened.

Alexander R. McKyton
9033 Big Plantation Ave.
Las Vegas, NV 89143
702-251-1456 Home
702-249-0327 Cell
mckytone@cox.net

YAHOO! MAIL

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From: "Ken Clerke" <kennygps@cox.net>
To: councilman-sross@lasvegasnevada.gov
CC: nwrrglv@yahoo.com
Subject: Kyle Canyon Development Concerns
Date: Tue, 15 May 2007 19:18:51 -0700

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2007 MAY 16 A 7:59

Dear Councilman Ross:

We are extremely concerned about the current Kyle Canyon Development plans that are passing through the City Council, especially the proposed apartment housing planned for the lot on Brent Lane & Fort Apache Rd. across from the Bill Bray Elementary school.

When we purchased our home two years ago we were told that a park and single family homes would be developed on the lot. One of the reasons we chose to live in the Northwest was that it was a quiet area that we could raise a family in. It also had and still has a low to non-existent crime rate with little traffic congestion.

My husband and I are very concerned about the way in which this proposed development is being covertly put through the planning process without regard for the concerns of local area residents who will be directly affected by this project in a negative way. It's a well known fact that where there are high density housing projects there is an increased incidence of crime, drug traffic and violence. All of which do not need to be located so close to both area schools.

At the Spring Mountain Ranch HOA meeting that you attended earlier this year, you told us all that there was "No Way" that this proposed project would be allowed to go through in your district. It seems to us that possibly you have decided not to fight as hard against this project as you had lead us to believe.

What do you propose that we do as concerned citizens to STOP the advance of this project?

Sincerely,
Ken and Fiorella Clerke
9104 Big Plantation Ave
Las Vegas, NV 89143

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-----Original Message-----

From: Fred Herr [mailto:fredlh@hughes.net]**Sent:** Tuesday, May 15, 2007 7:04 PM 2007 MAY 16 A 8:00**To:** Councilman-sross@LasVegasNevada.GOV**Cc:** Jennifer L. Taylor**Subject:** Kyle Canyon Development**Councilman Ross:**

I want to thank you for having your ear tuned to your constituents' concerns. To my untrained eye, this Kyle Canyon plan has all the earmarks of uncontrolled growth. Or, to put another way, the developer is saying 'let's do it because we can'!

My initial response is outrage for all the obvious reasons. However, rather than attempting to back door the development, the Focus Group must be persuaded to include its neighbors in the decision making process. We must be made aware of their plans for the Urban Mixed Use areas adjacent to the two elementary schools, Bilbray and Scherkenbach.

The idea of 16,000 homes, and a casino complex, on 1700 strikes me a rather ludicrous. Cattle have more room for maneuvering than that. Keep in mind I do not mind maximizing one's investment, but there should be limits. My bottom line to this situation is to get the process out in the open for everyone's benefit, just like we did with the work at Durango and Grand Teton.

Thank you,
Fred Herr
8213 Old Cistern Ct.
702.622.9797

94-95

May 16, 2007

Changes to Development Agreement.

1. Change the Definition of "Building Codes" to read as follows:

"Building Codes" means the following codes: 2006 International Residential Code; 2006 International Building Code; 1997 Uniform Administrative Code; 2006 Pool Code; 2006 Uniform Plumbing Code; 2005 National Electric Code; 2006 Uniform Mechanical Code; 2006 International Energy Conservation Code; and National Fire Protection Agency 1, to the extent adopted by the City and subject to any modifications that are adopted by the City.

2. Change the Definition of "Master Traffic Study" to read as follows:

"Master Traffic Study" means the comprehensive study conditionally approved by the Director of Public Works on May 8, 2007 and incorporated in its entirety herein as Exhibit "G".

3. Delete Section 3.05 (vii) in its entirety.

4. Change Section 3.06 (d) (iii), Line 20 of the Schedule to read as follows:

Tenant Improvement (<2.5k sf)	10 bd	10 bd	10 bd	
----------------------------------	-------	-------	-------	--

5. Change Section 3.14 to read as follows:

"Right-Of-Way Agreements For Optical Fiber. City shall permit the installation of optical fiber conduit and optical fiber, together with all necessary appurtenances in all City rights-of-way within the Property upon the proper execution of Right-Of-Way Agreement between the Master Developer, or its designee, and the City.

Such Right-Of-Way Agreement shall include, at a minimum, the following provisions: a phasing plan for such improvements; any such improvements to be constructed within the City's right-of-way shall be indicated and approved on civil improvement plans; any such improvements shall not exceed 120 feet in length within the public right-of-way, unless otherwise approved by the Director of Public Works; payment by the Master Developer or its designee of an initial fee of \$10,000.00 and a continuing annual fee of \$5,000.00, payment of which is to commence upon the installation of the first instance of optical fiber within the

Submitted at City Council

Date 5/16/07 Item 94-95

optical fiber conduit, and on every anniversary of the first installation thereafter; Master Developer to notify the Director of Public Works in writing of the first instance of installation of optical fiber; and an annual payment by the Master Developer of \$1.33 for each linear foot of conduit within the City's right-of-way, subject to annual adjustment based upon the Consumer Price Index, All Urban Consumers (CPI-U)."

Changes to Design Guidelines.

1. Change Section 1.6, Page 2, "Energy Efficiency", first bullet point to read as follows:
 - Ensure that all residences are energy efficient:
 - Ensure that all home designs are in compliance with the 2006 International Energy Conservation Code as adopted, and amended from time to time, by the City of Las Vegas."
2. Change Section 3.3, page 28, "Urban Mixed-Use Parcels" to read as follows:

"Urban Mixed-Use Parcels allow all types of Residential Building Types except Estate and Standard Lots. The Urban Mixed-Use Parcels permit a wide variety of Residential Building Types, both detached and attached single family products and medium-density multi-family products."

IN BUSINESS Las Vegas

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Jan. 5 - 11, 2007

Current Issue

Southern Highlands developer gets busy in NLV

Special Publications

By Brian Wargo / Staff Writer

Search In Business

Aliante set the tone for residential development in North Las Vegas, but a new kid on the block is getting a chance to put its stamp on the community.

In Business on TV

The Olympia Group, developer of Southern Highlands, kicked off construction this week on North Las Vegas' next master-planned community - Park Highlands. When completed, it will yield nearly 16,000 homes and other housing units and add nearly 50,000 people to the city's population.

The List

Book of Lists

North Las Vegas leaders had a vision of what they wanted in their city, and it was building on Aliante, Olympia partner Guy Inzalaco said.

Meetings

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Coming Attractions



"We are excited to see the next part of North Las Vegas take shape," Inzalaco said. "Aliante set a fine example of what North Las Vegas can be, and we are looking at Aliante and, if it can be done, take it to the next level and provide another great community for North Las Vegas."

Park Highlands will be much denser than Aliante, where 6,500 homes are projected to be built on 1,900 acres. Higher land costs warranted more density for Olympia, city officials said.

Olympia sought 16,040 homes but wound up with approval for 15,750.

Aliante, built by a partnership that includes American Nevada Company, owned by the Greenspun family, which publishes In Business Las Vegas, is credited in part with helping North Las Vegas upgrade its overall image.

"It won't be Aliante. It will be distinct," Inzalaco said. "But at the same time, we want to make sure it fits what was created out there."

Park Highlands will offer the first custom lots sold in a North Las Vegas master-planned community, Inzalaco said.

The 2,675-acre community that borders both sides of Aliante features a 300-acre nature preserve, a 40-acre regional sports park, 130 acres of other parks, hiking and jogging trails, six schools and 250 acres of commercial space.

The Olympia Group, which acquired the 2,675 acres for \$639 million in November 2005 from the Bureau of Land Management, announced it is spending about \$1 billion for the land and infrastructure costs.

Model homes are expected to be completed by the end of the year, but new homes won't be available until early 2008. The development's builders are American West Homes, Astoria Homes, Standard Pacific Homes and DR Horton.

The kickoff of construction in the master-planned community comes as the Las Vegas housing community remains in a slump. Homebuilders cut back sharply on building permits in 2006 and offered incentives to whittle inventory.

Builders have been slowed because a large inventory of resale homes has prevented potential buyers from selling their homes.

Submitted at City Council

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"We believe it is a temporary slowdown and that our builders are still excited about the community," Inzalaco said. "I think they believe the timing is very good because by the time they bring the houses on the market, the market will have rebounded."

North Las Vegas Mayor Mike Montandon said he is excited about what Park Highlands will add to the community.

"They are going to spend \$1 billion before building the homes," Montandon said. "It is just nice that as things are slowing down, we are going to see something kick off. It is going to be an adjustment for a couple of years, which is fine. That is the way business works. We probably needed it. Their timing will be about perfect. They will be coming on line at the time builders need them."

The one unresolved issue on the development is Olympia's plans for a casino on its site. The developer has yet to petition the city for approval for a hotel and casino planned for Losee Road and the Las Vegas Beltway.

Opposition to the casino surfaced last spring when the city approved a development agreement. Residents said they are worried about traffic congestion, increased drunken driving and lower property values.

The market is expected to dictate pricing, but officials said there will be a mix of housing from starter homes to those selling in the \$800,000s.

Olympia plans 28 acres of neighborhood commercial development and 113 acres of regional commercial, including a resort casino. About 118 acres would be a mix of commercial and residential uses.

Brian Wargo covers real estate and development for In Business Las Vegas and its sister publication, the Las Vegas Sun. He can be reached at (702) 443-3604 or by e-mail at wargo@lasvegassun.com.

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The Most Visited Place on Earth

THE PRINCIPLES OF NEW URBANISM

The principles of New Urbanism can be applied increasingly to projects at the full range of scales from a single building to an entire community.

1. Walkability

- Most things within a 10-minute walk of home and work
- Pedestrian friendly street design (buildings close to street; porches, windows & doors; tree-lined streets; on street parking; hidden parking lots; garages in rear lane; narrow, slow speed streets)
- Pedestrian streets free of cars in special cases

2. Connectivity

- Interconnected street grid network disperses traffic & eases walking
- A hierarchy of narrow streets, boulevards, and alleys
- High quality pedestrian network and public realm makes walking pleasurable

3. Mixed-Use & Diversity

- A mix of shops, offices, apartments, and homes on site. Mixed-use within neighborhoods, within blocks, and within buildings
- Diversity of people - of ages, income levels, cultures, and races

4. Mixed Housing

A range of types, sizes and prices in closer proximity

5. Quality Architecture & Urban Design

Emphasis on beauty, aesthetics, human comfort, and creating a sense of place; Special placement of civic uses and sites within community. Human scale architecture & beautiful surroundings nourish the human spirit

6. Traditional Neighborhood Structure

- Discernable center and edge
- Public space at center
- Importance of quality public realm; public open space designed as civic art
- Contains a range of uses and densities within 10-minute walk
- Transect planning: Highest densities at town center; progressively less dense towards the edge. The transect is an analytical system that conceptualizes mutually reinforcing elements, creating a series of specific natural habitats and/or urban lifestyle settings. The Transect integrates environmental methodology for habitat assessment with zoning methodology for community design. The professional boundary between the natural and

Submitted at City Council

Date 5/16/07 Item 9394
6/13

man-made disappears, enabling environmentalists to assess the design of the human habitat and the urbanists to support the viability of nature. This urban-to-rural transect hierarchy has appropriate building and street types for each area along the continuum.

7. Increased Density

- More buildings, residences, shops, and services closer together for ease of walking, to enable a more efficient use of services and resources, and to create a more convenient, enjoyable place to live.
- New Urbanism design principles are applied at the full range of densities from small towns, to large cities

8. Smart Transportation

- A network of high-quality trains connecting cities, towns, and neighborhoods together
- Pedestrian-friendly design that encourages a greater use of bicycles, rollerblades, scooters, and walking as daily transportation

9. Sustainability

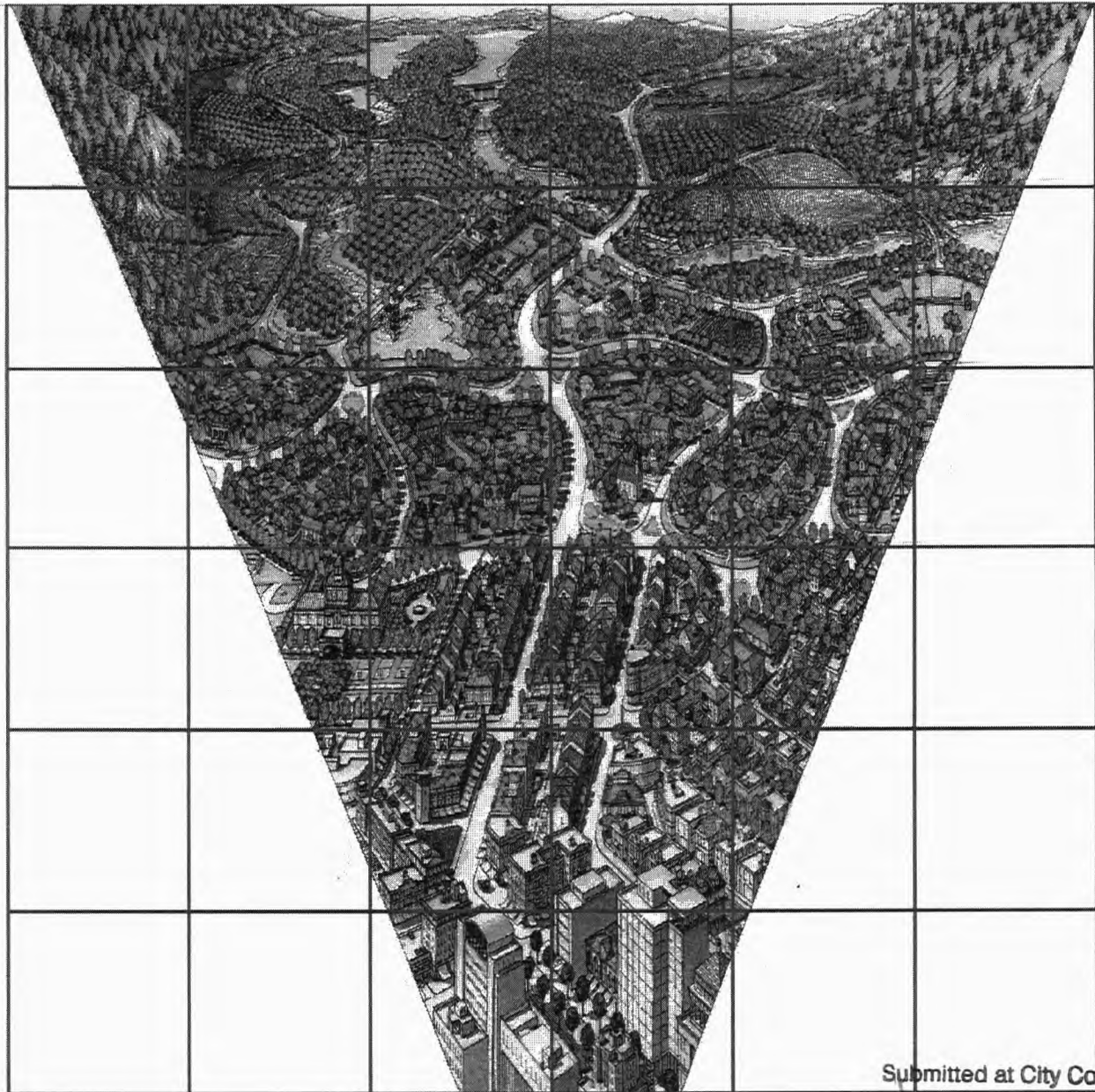
- Minimal environmental impact of development and its operations
- Eco-friendly technologies, respect for ecology and value of natural systems
- Energy efficiency
- Less use of finite fuels
- More local production
- More walking, less driving

10. Quality of Life

Taken together these add up to a high quality of life well worth living, and create places that enrich, uplift, and inspire the human spirit.

SMARTCODE

A COMPREHENSIVE FORM-BASED PLANNING ORDINANCE



Submitted at City Council

Date 5/16/07 Item 94,95, 73

Curbing Sprawl With a Code

By Andrés Duany



The word "growth" once had positive connotations for Americans: better jobs, better shops, better education, a better quality of life. But mention the word today and you are likely to hear discussions about congested traffic, higher taxes, crowded schools and the paving-over of the landscape.

How did it come to pass that a nation proud of three centuries of growth, one whose people built the constellations of beautiful villages, towns and cities that span a continent, should have so radically changed its outlook?

The reason is that the methods by which municipalities "grow" have changed. Prior to the Second World War, areas mapped out for development included each of the essential town-making elements — streets, parks, housing, commercial and civic buildings. Without even one of these components in the plan, the town would not have been successful.

Since then, conventional codes were adopted that segregate land uses into single-use pods — "residential," "office," "commercial" or "industrial." When a developer procures a piece of land, a specific type of housing subdivision (single-family, townhouse or apartment), a shopping center or a business park replaces it.

An armature of zoning codes addressing each of the specialty areas dictates the details of this process without an effective means of keeping in mind the big picture. The result is a collection of monocultures: a segregation of the elements of community into specialized areas, a condition often referred to as "sprawl."

Individually, the decisions made in regards to planning are quite plausible, but collectively they lead to a pattern that is dysfunctional. Wide residential streets, for example, seem like a reasonable way to speed emergency vehicles on their way. Yet wide streets are more dangerous for pedestrians and often allow for fewer road interconnections, which

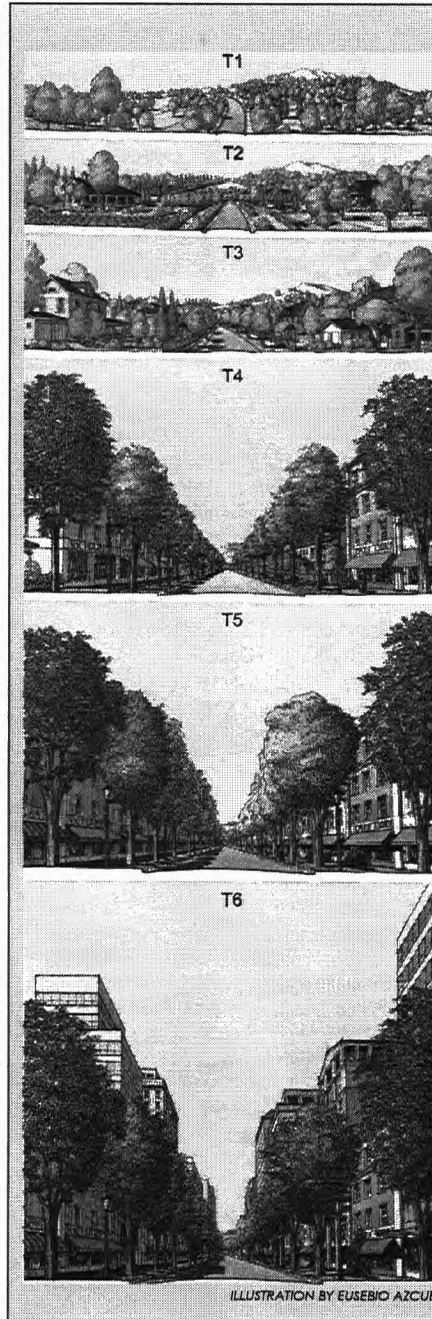


ILLUSTRATION BY EUSEBIO AZCUE

What is the Transect?

A transect is a geographical cross-section of a region used to reveal a sequence of environments. For human environments, this cross-section can be used to identify a set of habitats that vary by their level and intensity of urban character, a continuum that ranges from rural to urban. In transect planning, this range of environments is the basis for organizing the components of the built world: building, lot, land use, street, and all of the other physical elements of the human habitat.

One of the key concepts of transect planning is the idea of creating what are called immersive environments. Successful immersive environments are based, in part, on the selection and arrangement of all the components that together comprise a particular type of environment. Each environment, or transect zone, is comprised of elements that keep it true to its locational character. Through a complete understanding of the transect, planners are able to specify different urban intensities that look and feel appropriate to their locations. For instance, a farmhouse would not contribute to the immersive quality of an urban core, whereas a high-rise apartment building would. Wide streets and open swales find a place on the transect in more rural areas while narrow streets and curbs are appropriate for urban areas. Based on local vernacular traditions, most elements of the human habitat can be similarly appropriated in such a way that they contribute to, rather than detract from, the immersive character of a given environment.

In transect planning, the essential task is to find the main qualities of immersive environments. Once these are discovered, transect planning principles are applied to rectify the inappropriate intermixing of rural and urban elements. Finding the proper balance between natural and human-made environments results in higher-quality places at every point of the spectrum and puts an end to creating sprawl conditions.

may actually make it more difficult for fire trucks to get where they need to go. Whether it is street width, housing density, building placement or landscaping, no design decision should be made in isolation.

In order to create places that serve both people and the natural environment well, planners must be given the proper tools. The best of intentions by planners to incorporate smart growth principles into the planning of their municipalities have often been thwarted by non-permitting

or restrictive zoning codes. An attempt to work around the code requires either numerous revisions to the existing code or a slew of variances. Both of these choices are frustrating and time-consuming to implement. A third option is to adopt an enabling code — one that encourages good development practices to be put into practice. An example of this type is the SmartCode.

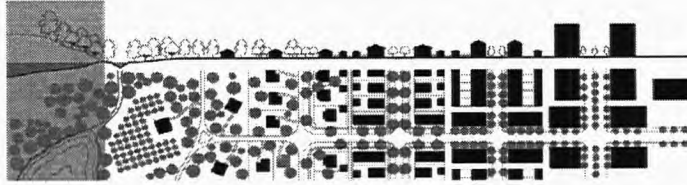
The SmartCode is a planning tool that promotes a sustainable urban pattern while protecting landscape

that is considered ecologically and culturally valuable. This is accomplished by the creation of plans and standards that determine where development will occur and how it will be implemented.

The current pattern of sprawling growth in America is preventable through the use of prescriptive codes, such as the SmartCode. Placed in the right hands and followed rigorously, municipal planners will once again have the tools they need to create good places with ease.

T1

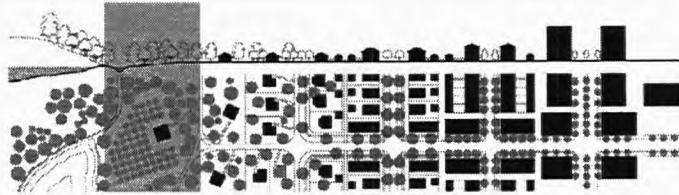
Land Uses: Natural preserve, recreation and camping.
Buildings: Utility infrastructure and camp buildings.
Private Frontages: Common landscapes.
Public Frontages: Swales and naturalistic planting, bike trails.
Thoroughfares: Highways and roads.
Open Spaces: Parkland.



THE NATURAL ZONE consists of lands approximating or reverting to a wilderness condition, including lands unsuitable for settlement due to topography, hydrology or vegetation.

T2

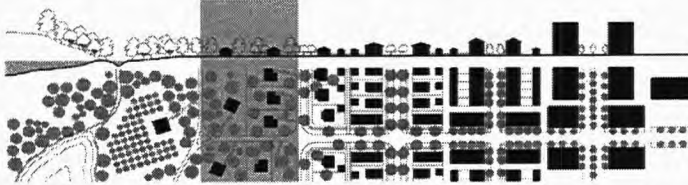
Land Uses: Natural reserve, agriculture, recreation and camping.
Buildings: Utility infrastructure, agricultural buildings and farmhouses, migrant workers housing and campgrounds.
Private Frontages: Common landscapes.
Public Frontages: Swales and naturalistic planting, bike trails.
Thoroughfares: Highways and roads.
Open Spaces: Farming, forests, orchards and parkland.



THE RURAL ZONE consists of lands in open or cultivated state or sparsely settled. These may include woodlands, agricultural lands, grasslands and irrigable deserts.

T3

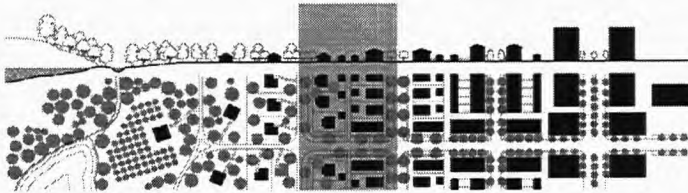
Land Uses: Low density residential and home occupations.
Buildings: Houses and outbuildings.
Private Frontages: Common lawns, porches, fences, naturalistic tree planting.
Public Frontages: Open swales, some flat curbs, bike lanes and naturalistic tree planting.
Thoroughfares: Roads and a few streets; rear lanes, some unpaved.
Open Spaces: Orchards, parks and greens.



THE SUB-URBAN ZONE, though similar in density to conventional suburban residential areas, differs by its superior connectivity and by allowing home occupations. It is typically adjacent to other urban T-zones. This zone is naturalistic in its planting. Blocks may be large and the roads irregular to accommodate site conditions.

T4

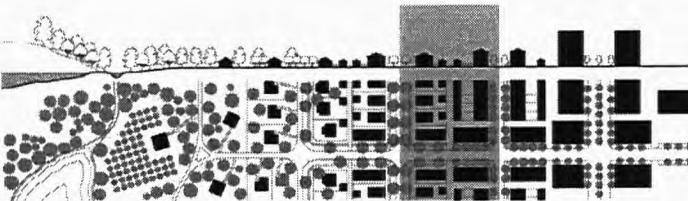
Land Uses: Medium density residential and home occupations; limited commercial and lodging.
Buildings: Houses and outbuildings, sideyard houses, townhouses, live/work units, corner stores, inns.
Private Frontages: Porches & fences.
Public Frontages: Raised curbs, narrow sidewalks, bike lanes, continuous planters, street trees in allée.
Thoroughfares: Streets and rear lanes.
Open Spaces: Squares and playgrounds.



THE GENERAL URBAN ZONE has a denser and primarily residential urban fabric. Mixed-use is usually confined to certain corner locations. This zone has a wide range of building types: singles, sideyard and rowhouses. Setbacks and street tree settings are variable. Streets typically define medium-sized blocks.

T5

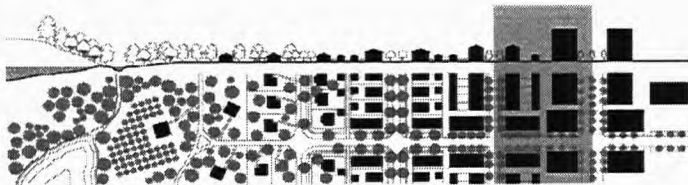
Land Uses: Medium intensity residential and commercial: retail, offices, lodging, civic buildings.
Buildings: Townhouses, apartment houses, live-work units, shopfront buildings and office buildings, hotels, churches, schools.
Private Frontages: Stoops, dooryards, forecourts, shopfronts and galleries.
Public Frontages: Raised curbs, wide sidewalks, bike routes, continuous or discontinuous planters, street trees in allée.
Thoroughfares: Boulevards, avenues, couplets, main streets, streets and rear alleys.
Open Spaces: Squares, plazas and playgrounds.



THE URBAN CENTER ZONE is the equivalent of the main street area. This zone includes mixed-use building types that accommodate retail, offices and dwellings, including rowhouses and apartments. This zone is a tight network of streets and blocks with wide sidewalks, steady street tree planting and buildings set close to the frontages.

T6

Land Uses: High intensity residential and commercial: retail and offices, lodging, civic buildings.
Buildings: High- and medium-rise apartment and office buildings, hotels, townhouses, live-works, shopfronts, churches, civic buildings.
Private Frontages: Stoops, dooryards, forecourts, shopfronts, galleries.
Public Frontages: Raised curbs, wide sidewalks, bike routes, discontinuous planters, street trees in allée.
Thoroughfares: Boulevards, avenues, couplets, main streets, streets and rear alleys.
Open Spaces: Squares, plazas and playgrounds.



THE URBAN CORE ZONE is the equivalent of a downtown. It contains the densest urbanism – the tallest buildings and the greatest variety of uses, particularly unique ones such as financial districts and important civic buildings. This zone is the least naturalistic of all the zones; street trees are formally arranged or non-existent.

THE TRADITIONAL NEIGHBORHOOD and SUBURBAN SPRAWL

The congested, fragmented, unsatisfying suburban sprawl and the disintegrating urban centers of today are not merely products of laissez-faire, nor the results of mindless greed. They are thoroughly planned to be as they are: the direct result of zoning and subdivision ordinances administered by planning departments.

If the results are dismaying, it is because the model of the city being projected is dismal. These ordinances dictate three criteria for urbanism: the free and rapid flow of traffic, parking in quantity, and the rigorous separation of building use. The result of these criteria is that automobile traffic and its landscape have become the central, unavoidable experience of the public realm.

The traditional pattern of walkable, mixed-use neighborhoods has been inadvertently prohibited by current ordinances. Thus, designers find themselves in the ironic situation of being forbidden from building in the manner of our

neighborhood varies in population and density to accommodate localized conditions.

- The neighborhood is limited in size so that a majority of the population is within a 5-minute walking distance of its center (1/4 mile). The needs of daily life are theoretically available within this area. This center provides an excellent location for a transit stop, convenience work places, retail, community events and leisure activities.

- Streets are laid out in a network, so that there are alternate routes to most destinations. This permits most streets to be smaller with slower traffic as well as having parking, trees, sidewalks and buildings. They are equitable for both vehicles and pedestrians.

- Streets are spatially defined by a wall of buildings that front the sidewalk in a disciplined manner uninterrupted by parking lots.

- The buildings are diverse in function but

hindering socioeconomic diversity.

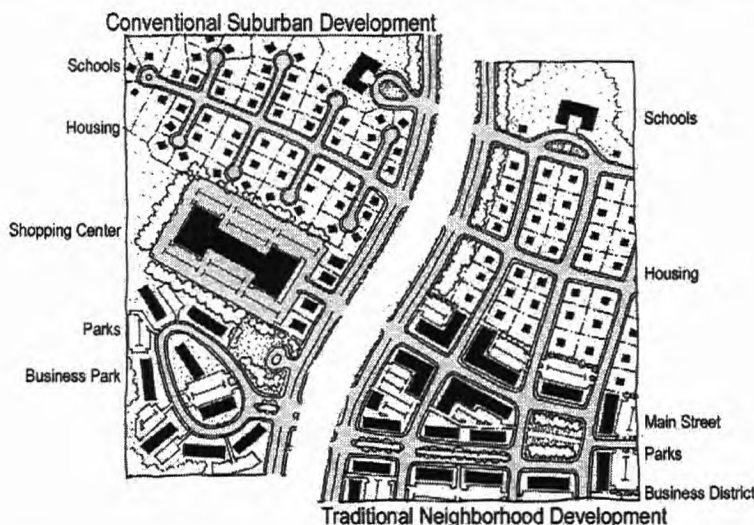
- Sprawl is limited only by the range of the automobile, which easily forms cachement areas for retail, often exceeding 50 miles.

- There is a high proportion of cul-de-sacs and looping streets within each pod. Through traffic is possible only by means of a few "collector" streets that, consequently, become easily congested.

- Vehicular traffic controls the scale and form of space, with streets being wide and dedicated primarily to the automobile. Parking lots typically dominate the public space.

- Buildings are often highly articulated, rotated on their lots and greatly set back from streets. They are unable to create spatial definition or sense of place. Civic buildings do not normally receive distinguished sites.

- Open space is often provided in the form of "buffers," "pedestrian ways," "berms" and other ill-defined residual spaces.



Drawing courtesy Duany Plater-Zyberk & Company

admired historic places. One cannot propose a new Annapolis, Marblehead, or Key West, without seeking substantial variances from current codes.

Thus, there are two types of urbanism available: The neighborhood, which was the model in North America from the first settlements to the Second World War, and suburban sprawl, which has been the model since then. They are similar in their initial capacity to accommodate people and their activities; the principal difference is that suburban sprawl contains environmental, social and economic deficiencies that inevitably choke sustained growth.

The Traditional Neighborhood Development (TND) has the following physical attributes:

- The neighborhood is a comprehensive planning increment: when clustered with others, it becomes a town; when standing free in the landscape, it becomes a village. The

compatible in size and in disposition on their lots. There is a mixture of houses (large and small), outbuildings, small apartment buildings, shops, restaurants, offices and warehouses.

- Civic buildings (schools, meeting halls, theaters, churches, clubs, museums, etc.) are often placed on squares or at the termination of street vistas. By being built at important locations these buildings serve as landmarks.

- Open space is provided in the form of specialized squares, playgrounds, and parks and, in the case of villages, greenbelts.

Conventional Suburban Development (CSD) has quite different physical attributes:

- Sprawl is disciplined only by isolated "pods," which are dedicated to single uses such as "shopping centers," "office parks," and "residential clusters." All of these are inaccessible from each other except by car. Housing is strictly segregated in large clusters containing units of similar cost

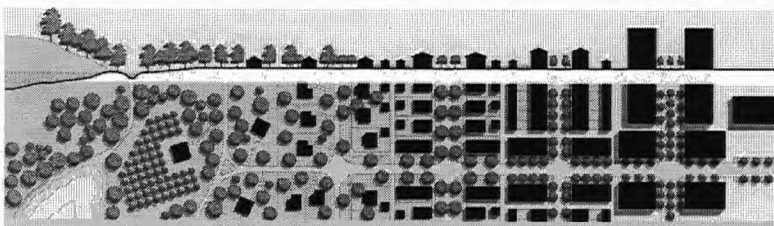
Positive Consequences of TND

- By bringing most of the activities of daily living into walking distance, everyone (especially the elderly and the young) gains independence of movement.
- By reducing the number and length of automobile trips, traffic congestion is minimized, the expenses of road construction are limited, and air pollution is reduced.
- By providing streets and squares of comfortable scale with defined spatial quality, neighbors, walking, can come to know each other and to watch over their collective security.
- By providing appropriate building concentrations at easy walking distances from transit stops, public transit becomes a viable alternative to the automobile.
- By providing a full range of housing types and work places, age and economic classes are integrated and the bonds of an authentic community are formed.
- By providing suitable civic buildings and spaces, democratic initiatives are encouraged and the balanced evolution of society is facilitated.

Negative Consequences of CSD

- By the construction of an excessive asphaltic infrastructure, the natural landscape is destroyed. Each automobile not only generates roadways, but also requires a paved parking place at the dwelling, another at the work place, and yet another at the shopping center.
- By consigning the bulk of the available public budget to pay for asphaltic infrastructure, the human infrastructure of good schools, post offices, fire stations, meeting halls, cultural buildings, and affordable housing is starved.
- By assuming that the people will drive to and from all activities, the need for large streets and parking lots becomes a self-fulfilling prophecy. The exhaust emissions resulting from such trips are the single greatest source of air pollution in the United States.

Current codes monitor only traffic flow, parking counts, the segregation of building use, and the safeguard of wetlands. New codes must be written that include effective provisions for the neighborhood, which is human habitat in all its complexity.



Executive Summary of the Code

THE SMARTCODE is a unified development ordinance that encourages a market-driven alternative to conventional suburban development. It is transect-based in order to coordinate with environmental standards. The SmartCode also has a form-based code component.

The SmartCode:

- enables and qualifies smart growth community patterns that include Hamlets, Villages and Towns (Clustering, Traditional Neighborhood Development, Regional Centers and Transit-Oriented Development);
- integrates the scale of planning concern from the region, through the community scale, to the individual lot and its architectural elements;
- integrates a range of transect zones from the wilderness to the urban core;
- integrates methods of environmental protection, open space conservation and water quality;
- integrates subdivision, public works and TDR standards;
- provides a set of zoning categories common to both new communities and to the infill of existing urbanized areas;
- integrates architectural, landscape, signage, ambient and accessibility standards;
- establishes parity of process for both existing and new urban areas;
- integrates protocols for the preparation and processing of plans;
- encourages administrative approvals rather than decision by public hearing;
- encourages specific outcomes through both incentives and prohibitions;
- specifies standards parametrically in order to minimize the need for variances;
- and generally increases the range of the options over those allowed by conventional zoning codes.

The SmartCode is divided into Articles:

- Article 1 is general to all plans and it supports all other articles.
- Article 2 is for preparing regional plans and is for use by planning departments.
- Article 3 is for preparing new community plans and is for use by land developers.
- Article 4 is for preparing infill plans and is for use by planning departments.
- Article 5 is for preparing site and building plans and is for use by owners and builders.
- Article 6 contains diagrams and tables supporting the other articles.
- Article 7 contains terms and definitions supporting the other articles.

- The Sector System employed in this Code is diagrammed in Table 4.
- The Transect System of zoning employed by this code is diagrammed in Table 3 and 5, and described as follows:

The Transect is a regional framework that identifies and organizes a continuous range of [habitats] from the most natural to the most urban.

The continuum of a Transect, when subdivided, lends itself to the creation of zoning categories.

The zoning categories include standards that encourage diversity similar to that of organically evolved settlements.

The standards overlap, reflecting the successional ecozones of natural and human communities.

A Transect integrates environmental and zoning methodology, enabling environmentalists to assess the design of social habitats and the urbanists to support the viability of natural habitats.

NOTES

- The SmartCode is a model ordinance. It is not persuasive and instructive like a guideline, nor is it intentionally general, like a vision statement. It is meant to be law, precise and technical, administered by professional planning departments and interpreted by elected representatives of local government.
- The SmartCode must be adjusted to regional character by architects and landscape architects, and to state and local law by planners, civil engineers and land-use attorneys.
- This text appears here as a model code. Portions of text that should be altered to reflect local usage appear within brackets [-]. In addition, every standard appearing in Table 19 is subject to alteration.
- The widespread application of this code would be facilitated by the passage of enabling legislation at the state level. The states of Pennsylvania and California have implemented legislation to this end. There is language for such legislation written for the state of Georgia.
- The intent statement which is provided is modified from the Charter of the New Urbanism.
- A supplementary form-based code is available. This may be used to provide illustrations, or it may be provided to developers for use as guidelines for their private communities.
- Architectural Standards (Sections 5.2.5) are optional.

THIS PUBLICATION DOES NOT INCLUDE THE SMARTCODE IN ITS ENTIRETY. FOR A FULL COPY OF THE SMARTCODE, VISIT WWW.MUNICODE.COM.

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DEFINITION OF TERMS

SECTION 1: GENERAL TO ALL PLANS

1.1 AUTHORITY

1.1.1 The action of the [Municipality, State] in the adoption of this Code is authorized under:

- (a) The [Charter of the Municipality, Section X].
- (b) The [Local and State Statutes, Section X].

1.1.2 This Code is adopted as one of the instruments of implementation of the public purposes and objectives of the adopted [Municipal Comprehensive Plan]. This Code is declared to be in accord with the [Municipal Comprehensive Plan], as required by the [Local Land Development Statutes].

1.1.3 This Code was adopted by and amended by vote of the [Legislative Body].

1.2 INTENT

The purpose of this Code is to enable, encourage and qualify the implementation of the following policies.

1.2.1 The Region

a. That the region [should] retain its natural infrastructure and visual character derived from topography, woodlands, farmlands, riparian corridors and coastlines.

b. That growth strategies [should] encourage infill and redevelopment in parity with new communities.

c. That development contiguous to urban areas [should] be structured in the neighborhood pattern and be integrated with the existing urban pattern.

d. That development non-contiguous to urban areas [should] be organized in the pattern of clusters, traditional neighborhoods or villages, and Regional Centers.

e. That the pattern of development [should] respect historical precedents.

f. That affordable housing [should] be distributed throughout the region to match job opportunities and to avoid concentrations of poverty.

g. That transportation corridors [should] be planned and reserved in coordination with land use.

h. That green corridors [should] be used to define and connect the urbanized areas.

i. That the region [should] include a framework of transit, pedestrian, and bicycle systems that provide alternatives to the automobile.

1.2.2 The Community

a. That neighborhoods and Regional Centers [should] be compact, pedestrian-oriented and mixed-use.

b. That neighborhoods and Regional Centers [should] be the preferred pattern of development and that districts specializing in single-use should be the exception.

c. That ordinary activities of daily living [should] occur within walking distance of most dwellings, allowing independence to those who do not drive.

d. That interconnected networks of thoroughfares [should] be designed to disperse and reduce the length of automobile trips.

e. That within neighborhoods, a range of housing types and price levels [should] be provided to accommodate diverse ages and incomes.

f. That appropriate building densities and land uses [should] be provided within walking distance of transit stops.

g. That civic, institutional and commercial activity [should] be embedded in downtowns, not isolated in remote single-use complexes.

h. That schools [should] be sized and located to enable children to walk or bicycle to them.

i. That a range of open space including parks, squares and playgrounds [should] be distributed within neighborhoods and town centers.

1.2.3 The Block and the Building

a. That buildings and landscaping [should] contribute to the physical definition of thoroughfares as civic places.

b. That development [should] adequately accommodate automobiles while respecting the pedestrian and the spatial form of public space.

c. That the design of streets and buildings [should] reinforce safe environments, but not at the expense of accessibility.

d. That architecture and landscape design [should] grow from local climate, topography, history, and building practice.

e. That buildings [should] provide their inhabitants with a clear sense of geography and climate through energy efficient methods.

f. That civic buildings and public gathering places [should] be provided locations that reinforce community identity and support self-government.

g. That civic buildings [should] be distinctive and appropriate to a role more important than the other buildings that constitute the fabric of the city.

h. That the preservation and renewal of historic buildings [should] be facilitated to affirm the continuity and evolution of society.

i. That the harmonious and orderly evolution of urban areas [should] be secured through graphic codes that

serve as guides for change.

1.3 APPLICABILITY

1.3.1 Provisions of this Code are activated by "shall" when required; "should" when recommended; and "may" when optional.

1.3.2 The provisions of this Code, when in conflict, shall take precedence over those of other codes, ordinances, regulations and standards except the [Local Health & Safety Code].

1.3.3 The [Existing Codes] continue to be applicable to issues not covered by this Code except where these would contradict the Intent Section 1.2, in which case the conflict shall be resolved in favor of this Code.

1.3.4 Terms used throughout this Code shall take their commonly accepted meanings or as defined in the Definitions Section 7.1. In the event of conflicts between these definitions and those of the [Existing Codes], those of this Code shall take precedence.

1.3.5 The Definitions of Terms contains regulatory language that is integral to this Code.

1.4 PROCESS

1.4.1 Sectors (defined geographically in Section 2) contain communities (defined by extent and intensity in Sections 3 and 4) which are comprised of Transect Zones (defined by the elements appropriate to them in Sections 5 and 6).

1.4.2 The geographic determination of sectors and the standards for each Transect Zone [should] be determined through a process of public consultation with approval by [The Legislative Body]. Once these determinations have been incorporated into this Code and the associated plans, projects that require warrants only shall be processed administratively without further recourse to public consultation.

1.4.3 [The Planning Office] shall include a Consolidated Review Committee (CRC) comprised of a representative from each of the various regulatory agencies that have jurisdiction over the permitting of a project, as well as a representative of the UDC. The CRC shall expedite the permitting process by providing a single interface between the developer and the agencies.

1.4.4 An applicant may appeal a decision of the CRC to the [Board of Appeals], and appeal a decision of the [Board of Appeals] to the [Legislative Body].

1.4.5 Should a violation of an approved plan occur during construction, the [Board of Appeals] has the right to require the owner or developer to stop, remove and/or mitigate the violation, or to require the owner or developer to secure an Exception to cover the violation.

1.5 VARIANCES

1.5.1 There shall be two levels of variance: Warranted Variances (Warrants) and Exceptional Variances (Exceptions).

1.5.2 Warrants permit a practice that is not consistent with a specific provision of this Code, but is justified by its Intent (Section 1.2) or by hardship. Warrants [may] be granted administratively through the CRC.

1.5.3 Exceptions permit a practice that is not consistent with a provision nor the Intent of this Code (Section 1.2). Exceptions [shall] be granted only by the [Board of Appeals].

1.5.4 The request for an Exception shall not subject the entire application to public hearing, but only that portion necessary to rule on the issue under consideration.

1.5.5 Warrants and Exceptions shall be considered unique and shall not set precedent for others.

1.5.6 [The following standards and requirements shall not be available for Warrants or Exceptions:

- a. The allocation ratios of each T-Zone.
- b. The maximum dimensions of traffic lanes.
- c. The required provision of alleys and rear lanes.
- d. The minimum residential densities.
- e. The permission to build ancillary apartments.
- f. The requirements of parking location.]

1.6 INCENTIVES

1.6.1 To encourage the use of this Code, the [Legislative Body] [shall] grant the following incentives, to the extent authorized by state law:

a. The application [shall be] processed administratively rather than through public hearing.

b. The application [shall be] processed with priority over others under the conventional code with prior filing dates.

c. Review fees [shall be] waived or reduced.

d. Density [may be] increased by the [subsidized] Transfer of Development Rights.

e. The traffic impact report [shall be] waived.

f. The municipality [shall] construct and maintain those internal thoroughfares that through-connect to adjacent sites.

g. Payment of property taxes [shall be] maintained at the level prior to the approval, until such time as a certificate of occupancy has been issued for each building.

h. First-time buyers of dwellings and newly created businesses within Zones T4, T5 and T6 [shall] receive tax relief.

TABLE 1: OUTLINE OF THE CODE

	SECTION 2 SECTOR-SCALE PLANS	SECTION 3 & 4 COMMUNITY-SCALE PLANS	SECTION 5 BUILDING-SCALE PLANS
	SECTOR TYPE	COMMUNITY TYPE	TRANSECT ZONES
OPEN SPACE	S1 PRESERVED OPEN SPACE SECTORS		T1 NATURAL ZONE
	S2 RESERVED OPEN SPACE SECTORS		T2 RURAL ZONE
NEW COMMUNITIES	S3 RESTRICTED GROWTH SECTORS	CLD CLUSTERED DEVELOPMENTS OR HAMLETS	T2 RURAL ZONE T3 SUB-URBAN ZONE T4 GENERAL URBAN ZONE
	S4 CONTROLLED GROWTH SECTORS	TND TRADITIONAL NEIGHBORHOOD DEVELOPMENT OR VILLAGES	T3 SUB-URBAN ZONE T4 GENERAL URBAN ZONE T5 URBAN CENTER ZONE
	S5 INTERMED GROWTH SECTORS	RCD REGIONAL CENTERS	T4 GENERAL URBAN ZONE T5 URBAN CENTER ZONE T6 URBAN CORE ZONE
	S6 INFILL SECTORS	TND NEIGHBORHOOD OR URBAN VILLAGES	T3 SUB-URBAN ZONE T4 GENERAL URBAN ZONE T5 URBAN CENTER ZONE
EXISTING COMMUNITIES		RCD DOWNTOWNS (TOWN CENTERS)	T4 GENERAL URBAN ZONE T5 URBAN CENTER ZONE T6 URBAN CORE ZONE
OTHER	SD SPECIALIZED DISTRICTS		WARRANTS & EXCEPTIONS
			CB CIVIC BUILDING CS CIVIC SPACE

SECTION 2: SECTOR-SCALE PLANS

2.1 INSTRUCTIONS

2.1.1 Sector Plans should be prepared by the [Planning Office] and consultants under its supervision in a process of public participation and approved by [The Legislative Body].

2.1.2 Sector Plans should integrate the largest practical geographic sector, overlapping property lines as necessary to achieve the ideal of a green infrastructure interspersed by urban communities.

2.1.3 [Use Geographic Information Systems (GIS) to] identify criteria listed in Section 2.3 to map the areas to be designated S1-Preserved Open Space Sectors. The outline of this Sector is effectively a permanent Rural Boundary Line (RBL). All other areas may qualify for development conditional to the requirements of this Code.

2.1.4 [Use GIS] to identify criteria listed in Section 2.4 to map the areas to be designated S2-Reserved Open Space Sector. Within this Sector an Urban Boundary Line (UBL) is adjustable as Community Plans are permitted.

2.1.5 [Use GIS] to identify and map the S6-Existing Urbanized Sectors as described in Section 2.8. These areas may be redeveloped according to Existing Community Plans (Section 4).

2.1.6 All remaining areas are available for development as New Community Plans (Section 3). Factoring the existing zoning, the sector transportation plans, parcel size and other criteria [determined through a process of public participation], these areas shall be assigned to one of the three Growth Sectors (S3, S4 and S5) described in Sections 2.5, 2.6 and 2.7. Within these Sectors, the corresponding Community Types of CLD, TND, and RCD, as set forth in Section 3, shall be permitted by right (while the Existing Zoning Ordinance) and its permitting process remain as an option.]

2.1.7 Where transit service is planned or available, Regional Centers shall be re-designated a Transit-Oriented Developments (TOD).

2.1.8 Allocate those areas that are justified for specialized uses (those that cannot conform to one of the six Transect Zones specified by this code and described in Table 3) to Specialized Districts.

2.1.9 Establish and administer a system for the gradual Transfer of Development Rights (TDR) from the S2-Reserved Open Space Sectors to the S4 and S5 Growth Sectors. The TDRs are available to exceed the allocated densities of the New Communities (Section 3.5 and Table 198). The TDR sending areas, the Reserve Sectors, thereby become part of the Preserve Sectors. [The TDR system may be carried out by the initiative of private-sector realtors for market-rate fees.] The [Planning Office] shall maintain a record of such transfers, updating the sector map accordingly.

2.2 SUCCESSION

2.2.1 [Twenty] years after the approval is granted, each Transect Zone, except the T1 Natural, shall be considered for rezoning to the successional (next higher) Transect Zone through public hearing by the [Legislative Body].

2.3 (S1) PRESERVE OPEN SPACE SECTOR

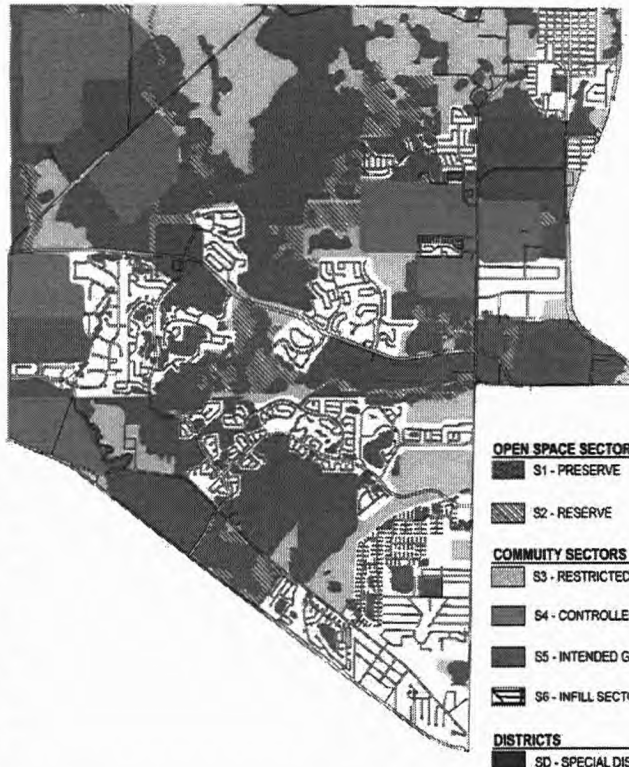
2.3.1 The Preserve Sector shall consist of open space that is protected from development in perpetuity. The Preserve Sector includes areas under environmental protection by law or standard, as well as land acquired for conservation through purchase, by easement, or by past sale of development rights.

2.3.2 The Preserve Sector shall consist of the aggregate of the following categories:

- a. Surface Waterbodies
- b. Protected Wetlands
- c. Protected Habitat
- d. Riparian Corridors
- e. Purchased Open Space
- f. Conservation Easements
- g. Transportation Corridors
- h. Residual to Cluster Open Space (CLD)
- i. [Other Categories]

2.3.3 Development and construction within the Preserve Sector and the specifications required to do so shall be determined on an individual project basis in public hearing of the [Legislative Body].

SAMPLE SECTOR PLAN



2.3.4 The outlines of the Preserve Sector shall be considered the permanent Rural Boundary Line (RBL).

2.4 (S2) RESERVED OPEN SPACE SECTOR

2.4.1 The Reserve Sector shall consist of open space that should be, but is not yet, protected from development, as well as open space reserved for future development by the Urban Boundary Line.

2.4.2 The Reserve Sector consists of the aggregate of the following categories:

- a. Flood Plain
- b. Steep Slopes
- c. Open Space to be Acquired
- d. Corridors to be Acquired
- e. Buffers to be Acquired
- f. Legacy Woodland
- g. Legacy Farmland
- h. Legacy Viewsheds
- i. Other Categories

2.4.3 The Reserve Sector is the Transferable Development Rights (TDR) sending area, available for the gradual transfer of development rights to New Communities in the four Growth Sectors. The TDRs shall be available to be used to exceed the allocated densities of the New Communities (Sections 3.5 and Table 198). Areas where development rights have been transferred from the Reserve Sector, become integral to the Preserve Sector.

2.4.4 Within the Reserve Sector, the Urban Growth Boundary (UGB) is subject to adjustment as New Community Plans are permitted.

2.5 (S3) RESTRICTED GROWTH SECTOR

2.5.1 The Restricted Sector shall be assigned to areas that have value as open space but that are nevertheless subject to development, either because the zoning has already been granted or because there is no legally defensible reason, in the long term, to deny it.

2.5.2 Within the Restricted Sector, Cluster Land Development (CLD) shall be permitted by right. CLDs consist of no more than one Standard Pedestrian Shed with a high portion of its site assigned to the T1 Natural or T2 Rural Zones as specified in Section 3.3.1. [The term "Hamlet" may be substituted for "Cluster" or "Conservation Land Development."]

2.6 (S4) CONTROLLED GROWTH SECTOR

2.6.1 The Controlled Growth Sector shall be assigned to those locations where development is encouraged, as it can support mixed-use by virtue of proximity to a thoroughfare.

2.6.2 Within the Controlled Growth Sector, Traditional Neighborhood Developments (TND) shall be permitted by right. TNDs consist of one or several Standard Pedestrian Sheds as specified in Section 3.3.2. [The term "Village" may be substituted for "Traditional Neighborhood Development (TND)."]

2.7 (S5) INTENDED GROWTH SECTOR

2.7.1 The Intended Growth Sector shall be assigned to those locations planned [by the MPO] for high-capacity thoroughfares (or transit) that can thereby support a substantial commercial program.

2.7.2 Within the Intended Growth Sector, communities in the pattern of Regional Center Development (RCD) shall be permitted by right. Regional Centers consist of one Long Pedestrian Shed as specified in Section 3.3.3. Additional TNDs may adjoin a Regional Center without buffer requirements.

2.7.3 Regional Center locations are accessible to available or planned [by the MPO] bus or rail transit, shall be designated Transit-Oriented Developments (TOD).

2.8 (S6) INFILL GROWTH SECTOR

2.8.1 The Infill Growth Sector shall be assigned to areas already developed, having the potential to be modified, confirmed or completed in the pattern of TNDs or RCDs. [Such areas may include conventional suburban developments, greyfield and brownfield sites, and historic urban areas.]

2.9 (SD) SPECIALIZED DISTRICT

2.9.1 District designations shall be assigned to areas that, by their intrinsic function, cannot contribute to one of the Community Types specified in this Section.

2.9.2 For Districts, the provisions of the [Existing Zoning Ordinance] remain applicable. Alternatively, the conditions of development shall be determined in public hearing of the [Legislative Body].

2.9.3 The standards determined for specialized districts shall be recorded on Table 20.

SECTION 3: NEW COMMUNITY-SCALE PLANS

3.1 INSTRUCTIONS

3.1.1 Section 3 is available (as an optional overlay) by right. [The Existing Zoning Ordinance] remains available by right. This Code shall be applied in its entirety or not at all.

3.1.2 Incentives for the use of this overlay are listed in Section 1.6.

3.1.3 New Community plans may be prepared by a property owner, a developer, or by the [Planning Office].

3.1.4 New Communities of the types corresponding to their Sectors and planned according to the provisions of this Code shall be approved administratively by the Consolidated Review Committee (CRC). For Existing Community Sectors see Section 4.

3.1.5 The property owner or the developer may request a New Community designation other than the one that is allowed by the Sector, through rezoning by the [Legislative Body].

3.1.6 The three Growth Sectors (described in Section 2 and Table 4) designate the potential geographic locations of three types of New Communities: Cluster Land Development (CLD), Traditional Neighborhood Development (TND), Regional Centers & Downtowns (RCD) or Transit-Oriented Development (TOD). These communities are prescribed in Section 3.3.

3.1.7 Consult surveys of existing conditions showing the site, adjacent developments, connecting thoroughfares, natural features and man-made traces. The design of the Community Plan shall respond to these existing conditions to the satisfaction of the CRC.

3.1.8 Each Community Plan, according to its type, and responding to existing conditions, shall be structured as one or several Pedestrian Sheds as specified in Section 3.3.

3.1.9 Allocate the T-Zones and densities as specified in Sections 3.2 and Tables 6 and 19, while accommodating the environmental requirements as specified in Section 3.5.

3.1.10 Remnants of the site outside the Pedestrian Sheds may be Warranted as Natural Zones (T1), Rural Zones (T2), Sub-Urban Zones (T3) or Civic Open Space.

3.1.11 Lay out the thoroughfare network according to the provisions of Section 3.6 and Tables 10A and B.

3.1.12 Provide the civic requirements according to Section 3.7.

3.1.13 Detail the plan using the special requirements described in Section 3.8.

3.1.14 Incorporate the incentives available according to Section 1.6.

3.1.15 Prepare a set of building standards based on Section 5, [to be administered by a private Community Council created for this purpose].

3.2 TRANSECT ZONES

3.2.1 Transect Zones shall be constituted of the elements described in Tables 3 and 5 and the standards summarized in Table 19.

3.3 COMMUNITY TYPES

3.3.1 Clustered Land Development (CLD)

a. Clusters shall be permitted by right within the S2, Restricted Growth Sector and by Exception within S3 Reserved Open Space Sector.

b. A Cluster shall consist of no more than one Standard Pedestrian Shed, including T2, T3 and T4 zones as specified in Table 19A. However, a minimum of 50 percent of the parcel shall be permanently allocated to a Natural or Rural Zone (T1 & T2).

c. The urbanized area of a CLD shall consist of the Transect Zone requirements of a CLD as specified in Table 19A.

3.3.2 Traditional Neighborhood Development (TND)

a. Neighborhoods, as well as Clusters, shall be permitted by right within S4, the Controlled Growth Sector.

b. The minimum developable area of a site to be planned as a TND shall be 80 acres. The simultaneous planning of adjacent parcels is encouraged.

c. A TND is one Standard Pedestrian Shed including T3, T4 and T5 zones as specified in Table 19A. Larger sites shall be designed and developed as multiple contiguous Pedestrian Sheds, each with the individual Transect Zone requirements of a TND as specified in Table 19A.

3.3.3 Regional Center Development (RCD)

a. Regional Centers shall be permitted by right within S5, the Intended Growth Sector.

b. The minimum developable area of a site to be planned as an RCD shall be 160 acres. The simultaneous planning of larger and adjacent parcels is encouraged.

c. A Regional Center shall be limited to one Long (1/2-mile radius) Pedestrian Shed including T4, T5

and T6 zones as specified in Table 19A and may be adjoined without buffers by one or several Standard Pedestrian Sheds with the individual Transect Zone requirements of an RCD as specified in Table 19A.

3.3.4 Transit-Oriented Development (TOD)

a. Regional Centers that are on an existing or projected transit network shall be redesignated TOD and subject to the additional density shown in Table 19A and calculated in Section 3.4.

3.4 DENSITY CALCULATIONS

3.4.1 The Developable Areas of the site shall be considered the Net Site Area. The Net Site Area shall be allocated to the various Transect Zones according to the parameters specified in Table 19A.

3.4.2 The Overall Density shall be calculated in terms of housing units as specified for the area of each Transect Zone by Table 19B. For purposes of density calculation, the Transect Zone Areas include the thoroughfares but not land allocated to Civic use.

3.4.3 [The overall density of the community may be increased by the purchase of Development Rights up to the amount specified for each zone by Table 19B. [Fifteen percent (15 percent) of the increase by TDR purchase shall be in the Affordable Housing range.]

3.4.4 The resulting density is calculated in housing units. Between 20 and 50 percent of the housing units shall be exchanged for other functions at the following rates:

a. For Lodging: [2] bedrooms for each unit of Overall Density.

b. For Office or Retail: [1,000] square feet for each unit of Overall Density.

c. The number of units exchanged shall be approved by Warrant.

3.4.5 The housing and other functions for each zone shall be further adjusted at the building scale according to Section 5.2.3.

3.5 ENVIRONMENTAL REQUIREMENTS

3.5.1 General

a. Transect Zones manifest a range of natural and urban conditions. In case of conflict, the natural environment shall have priority in the more rural zones (T1-T3); the built environment shall have priority in the more urban zones (T4-T6).

b. There shall be three classes of Waterways: Class I Perennial, Class II Intermittent, and Class III Ephemeral, each generating a Streamside Corridor subject to a standard for crossing and protection of its riparian condition as specified below for each Transect Zone.

c. There shall be three classes of Wetland: Class I Connected, Class II Isolated, and Class III Xeric, each subject to a standard of restoration, retention and mitigation as specified below for each Transect Zone.

3.5.2 Specific to Natural and Rural Zones (T1-T2)

a. Within T1 and T2 Zones the encroachment and modification of natural conditions listed in Sections 2.3.2 and 2.4.2 shall be limited according to Local, State and Federal guidelines.

b. The Riparian Corridors of Class I and II Waterways shall be [300] feet in width each side, and Class III Waterways shall be [100] feet in width each side. Riparian Corridors shall be maintained free of structures or other modifications to the natural landscape, including agriculture. Thoroughfare crossings shall be allowed by Exception only.

c. Class I, II and III Wetlands shall be retained [and restored if in degraded condition]. Additional buffers shall be maintained at [100] feet for class I and II. Wetland buffers shall be free of structures or other modifications to the natural landscape, including agriculture. Thoroughfare crossings shall be allowed by Exception only.

d. The Public Frontage (Tables 8 and 19D) shall include trees of various species, naturalistically clustered, as well as understory. Sod shall be permitted only by Warrant. The introduced landscape shall consist primarily of native species requiring minimal irrigation, fertilization and maintenance (Tables 8B and 16).

e. Impermeable surface shall be minimized and confined to the ratio of lot coverage by building specified in Table 19F.

f. Storm water management on thoroughfares shall be primarily through retention and percolation, channeled by curbside swales.

3.5.3 Specific to Sub-urban Zones (T3)

a. Within T3 Zones the continuity of the urbanized areas shall be subject to the precedence of the natural environmental conditions listed in Sections 2.3.2 and 2.4.2. The alteration of such conditions shall be limited according to Local, State and Federal guidelines.

b. The Riparian Corridors of Classes I and II Waterways shall be [100] feet in width. These Riparian Corridors shall be maintained free of structures, except that

Thoroughfare crossings may be allowed by Warrant. Class III Waterways may be modified by Warrant.

c. Class I, II and III Wetlands shall be retained [and restored if in degraded condition]. Additional buffers shall be maintained at [50] feet for Class I and II Wetlands. Buffers shall be free of structures or other modifications to the natural landscape. Thoroughfare crossings may be allowed by Exception.

d. The Public Frontage (Tables 8 and 19D) shall include trees of various species, naturalistically clustered, as well as low maintenance understory. Sod shall be permitted only by Warrant. The introduced landscape shall consist primarily of native species requiring minimal irrigation, fertilization and maintenance (Tables 8B and 16).

e. Impermeable surface shall be minimized and confined to the ratio of lot coverage by building specified in Table 19F.

f. Storm water management on thoroughfares shall be primarily through retention and percolation, channeled by curbside swales.

3.5.4 Specific to General Urban Zones (T4)

a. Within T4 Zones the continuity of the urbanized areas should take precedence over the natural environmental conditions listed in Sections 2.3.2 and 2.4.2. The alteration of such conditions, where necessary, may be mitigated off-site. The determination for modification and mitigation shall be made by Warrant.

b. Riparian Corridors of all classes of Waterways may be crossed by thoroughfares as required by the thoroughfare network.

c. Class I and II Wetlands shall be retained and maintained free of structures or other modifications to the natural landscape. Thoroughfare crossings may be allowed by Warrant.

d. The Public Frontage (Tables 8A and 19D) shall include trees planted in a regularly-spaced allée pattern of single or alternated species with shade canopies of a height that, at maturity, clears three stories but remains predominantly clear of building frontages. The introduced landscape shall consist primarily of durable species tolerant of soil compaction (Tables 8B and 16).

e. Impermeable surface shall be confined to the ratio of lot coverage by building, as specified in Table 19F.

f. Storm water management on thoroughfares and lots shall be primarily through underground storm drainage channeled by raised curbs. There shall be no retention or detention required on the individual lots.

3.5.5 Specific to Urban Center Zones (T5)

a. Within T5 Zones the continuity of the urbanized areas shall take precedence over natural environmental conditions listed in Sections 2.3.2 and 2.4.2. The alteration of such conditions, where necessary, may be mitigated off-site. The determination shall be made by Warrant.

b. The Riparian Corridors of all classes of Waterways may be embanked and crossed by thoroughfares as required by the thoroughfare network.

c. Class I and II Wetlands may be modified if mitigated off-site at a two to one ratio. Thoroughfare crossings shall be allowed by Right.

d. The Public Frontage (Tables 8A and 19D) shall include trees planted in allees of a single species with shade canopies of a height that, at maturity, clears three stories, but remains predominantly clear of building frontages. The introduced landscape shall consist primarily of durable species tolerant of soil compaction (Tables 8B and 16).

e. Impermeable surface shall be confined to the ratio of lot coverage, as specified in Table 19F.

f. Storm water management shall be primarily through underground storm drainage channeled by raised curbs. There shall be no retention or detention required on the individual lot.

3.5.6 Specific to Urban Core Zones (T6)

a. Within T6 Zones the continuity of the urbanized areas shall take precedence over the natural environmental conditions listed in Sections 2.3.2 and 2.4.2. The alteration of such conditions, where necessary, shall not require off-site mitigation. The determination shall be made by Warrant.

b. The Riparian Corridors of all classes of Waterways may be embanked and crossed by Right or enclosed by thoroughfares as required by the thoroughfare network.

c. Class I and II Wetlands may be altered by Right not requiring off-site mitigation. Thoroughfare crossings shall be allowed by Right.

d. The Public Frontage (Tables 8A and 19D) shall include trees planted in allees of a single species with

CONTINUED ON NEXT PAGE

SECTION 3: NEW COMMUNITY-SCALE PLANS CONTINUED

shade canopies of a height that, at maturity, clears three stories but remains predominantly clear of building frontages. The new landscape shall consist primarily of durable species tolerant of soil compaction (Tables 88 and 16).

e. Impermeable surface shall be confined to the ratio of lot coverage by building, as specified in Table 19F.

f. Storm water management shall be primarily through underground storm drainage channeled by raised curbs. There shall be no retention and detention required on the individual lot.

3.6 STREETScape REQUIREMENTS

3.6.1 General

a. The thoroughfares are intended for use by vehicular and pedestrian traffic and to provide access to lots and open spaces.

b. The thoroughfares consist of vehicular lanes and public frontages (Table 11A). The lanes provide the traffic and parking capacity. They consist of vehicular lanes in a variety of widths for parked and for moving vehicles. The frontages contribute to the character of the Transect Zone. They include the types of sidewalk, curbing, planter, and street tree.

c. Thoroughfares shall be designed for capacity and modified according to the Transect Zones through which they pass. Thoroughfares that pass from one Transect Zone to another shall adjust their Public Frontages accordingly or, alternatively, the Transect Zone may follow the trajectory [alignment] of the thoroughfare to the depth of one lot, retaining a single public frontage throughout its trajectory.

d. Within the more rural Zones (T1 through T3) pedestrian comfort shall be a secondary consideration of the thoroughfare. Design conflict between vehicular and pedestrian movement shall be generally decided in favor of vehicular mobility.

e. Within the more urban Transect Zones (T4 through T6) pedestrian comfort shall be a primary consideration of the thoroughfare. Design conflict between vehicular and pedestrian movement shall be decided in favor of the pedestrian.

3.6.2 Thoroughfares

a. The standards for vehicular lanes shall be as shown in Table 10.

b. The thoroughfare network shall be designed to define blocks not exceeding the average size prescribed in Table 19C. The size shall be measured as the sum of lot frontage lines.

c. All thoroughfares shall terminate at other thoroughfares, forming a network. Internal thoroughfares shall connect wherever possible to those on adjacent sites. Cul-de-sacs shall be permitted only when Warranted by natural site conditions.

d. Lots shall front a vehicular Thoroughfare, except that 20 percent of the lots within each Transect Zone may front a pedestrian passage.

e. Thoroughfares along a designated Secondary Grid (Section 3.8.1a) may be exempted from the specified frontage requirements.

f. A bicycle network consisting of trails, routes and lanes should be provided throughout as defined in Section 7.1 and allocated in Table 19D. The community bicycle network should be connected to existing or proposed sector networks wherever possible.

3.6.3 Public Frontages

a. Public frontages shall be designed as shown in Table 8 and allocated within Transect Zones as specified in Table 19D.

b. Within the public frontages, the prescribed type of street trees and street lights shall be as shown in Table 8, 15 and 16. The spacing may be adjusted by Warrant to accommodate specific site conditions, such as building entrances.

3.6.4 Specific to Districts

a. The standards for thoroughfares and public frontages within districts shall be determined by Warrant.

3.7 CIVIC REQUIREMENTS

3.7.1 General

a. Certain places for public use shall be required for each community and designated on the Community Plans as Civic Space Zones (CS) and Civic Building Zones (CB).

b. Civic Space Overlay Zones are public sites permanently dedicated to open space.

c. Civic Building Overlay Zones are sites dedicated for buildings generally operated by not-for-profit organizations dedicated to culture, education, government, transit and municipal parking, or for a use approved by the [Legislative Body].

d. [The ongoing construction and improvement of the required Civic Spaces and Buildings should be supported by an annual assessment dedicated to this

purpose and administered by a (Community Council) established by the developer under (State Association Law).]

3.7.2 Civic Space (CS) Specific to T3-T6 Zones

a. Each Pedestrian Shed shall assign at least 5 percent of its urbanized area to Civic Space Zones.

b. Civic Spaces shall be designed as generally described in Table 18 and approved by the CRC and allocated to zones as described in Table 19E.

c. Each Pedestrian Shed shall contain at least one Main Civic Space. The Main Civic Space shall be within 800 feet of the geographic center of each Pedestrian Shed, unless topographic conditions, pre-existing Thoroughfare alignments or other circumstances Warrant it.

d. Within 800 feet of every lot in residential use, a Civic Space designed and equipped as a playground shall be provided.

e. Each Civic Space shall have a minimum of 50 percent of its perimeter fronting a Thoroughfare.

f. Civic Spaces may be permitted within Districts by Warrant.

3.7.3 Civic Building Zones (CB) Specific to T3-T6 Zones

a. The developer shall covenant to construct a Meeting Hall or a Third Place in proximity to the Main Civic Space of each Pedestrian Shed. Its corresponding public frontage shall be equipped with a shelter and bench for a transit stop.

b. One Civic Building lot shall be reserved for an elementary school. Its area shall be [1 acre] for each increment of [100] dwelling units provided by the Community Plan. The school site may be within any Zone. The playing fields should be outside the Pedestrian Shed.

c. One Civic Building lot suitable for a childcare building shall be reserved within each Pedestrian Shed. The Developer [or the Community Council] may organize, fund and construct an appropriate building as the need arises.

d. Civic Building sites shall not occupy more than 20 percent of the area of each Pedestrian Shed.

e. Civic Building sites should be located within or adjacent to Civic Spaces, or at the axial termination of significant Thoroughfares.

f. Civic Buildings shall not be subject to the standards of Section 5. The particulars of the design of Civic Buildings shall be approved by Warrant by the CRC.

g. Parking for Civic Buildings shall be adjusted by Warrant. Civic parking lots may remain unpaved if graded, compacted and landscaped.

h. Civic Buildings may be permitted within Districts

by Exception.

3.7.4 Civic Zones Specific to T1 & T2

a. Civic buildings and spaces related to education, recreation and culture may be erected within T1 Natural and T2 Rural Zones by Exception.

b. Those portions of the T1 Natural and T2 Rural Zones that occur within a development parcel are an integral part of the Civic Space Zone and should conform to one or more of the types specified in Table 18.

3.8 SPECIAL REQUIREMENTS

3.8.1 A Community Plan may designate the following special requirements:

a. A differentiation of the Thoroughfares as a Primary-Grid and a Secondary-Grid. Buildings along the P-Grid shall be held to the highest standard of this Code in support of pedestrian activity. Buildings along the S-Grid may be more readily considered for Warrants and Exceptions allowing automobile-oriented standards. The frontages assigned to the S-Grid shall not exceed 30 percent of the total length within a Pedestrian Shed.

b. A designation for Mandatory or Recommended Retail Frontage requiring that a building provide a Shopfront at sidewalk level along the entire length of the frontage. The Shopfront shall be no less than 70 percent glazed in clear glass and provided with an awning overlapping the sidewalk as generally illustrated in Table 7. The first floor shall be confined to retail use through the depth of the first layer.

c. A designation for mandatory or recommended Gallery Frontage, requiring that a building provide a permanent cover over the sidewalk, either cantilevered or supported by columns. The Gallery Frontage may be combined with a Retail Frontage as shown in Table 7.

d. A designation of Coordinated Streetscape Frontage, requiring that the Public and Private Frontages be coordinated as a single, coherent landscape and paving design.

e. A designation of Terminated Vista location, requiring that the building be provided with architectural articulation of a type and character that responds to the location as approved by the CRC.

f. A designation for Cross Block Passages, requiring a minimum 8-foot-wide pedestrian access be reserved between buildings.

g. A designation of Buildings of Value, requiring that such buildings and structures may be altered or demolished only when in accordance with [Municipal Preservation Standards and Protocols].

ILLUSTRATION OF A NEW COMMUNITY PLAN



SECTION 5: PREPARING SITE AND BUILDING-SCALE PLANS

5.2 GENERAL TO ALL ZONES

5.2.1 General Building Disposition

- Newly platted lots shall be dimensioned as shown graphically on the Community Plan or as described in Table 11. Previously platted lots may be re-platted to comply with the standards of Table 11.
- Buildings shall be generally disposed in relation to the boundaries of their lots. For precise location of the building see Paragraphs 6.11.1 and 6.11.2.
- One principal building at the frontage and one outbuilding at the rear of it may be built on each lot.
- Lot coverage by building shall not exceed that shown in Table 11.
- Facades shall be built parallel to the principal frontage line if straight. Facades shall be built along, or on a line tangent to, a curved frontage line. Lots shall have their principal frontage determined by the (Planning Office).
- Setbacks for principal buildings shall be as shown in Paragraph 6.11.7. In the case of an existing lot, setbacks shall match one or the other of the existing adjacent setbacks. Setbacks may be otherwise adjusted by Warrant.
- Rear setbacks for outbuildings shall be a minimum of 13 feet measured from the centerline of the alley or rear lane. In the absence of rear alley or lane, the rear setback shall be as shown in Paragraph 6.11.7.
- Stoops, balconies, awnings and bay windows may encroach into any setback as approved by Warrant.
- Open porches may encroach up to 50 percent of the depth of the required setback.
- Loading docks and service areas shall be permitted on frontages only by Exception. Awnings may encroach the public sidewalk without limit.
- [For Buildings on S-Grids, the disposition requirements shall be developed and approved by Exception.]

5.2.2 General Building Configuration

- Frontage types shall be as allocated and as described in Section 6.2 and summarized in Paragraph 6.11.10.
- Building heights shall be as described and illustrated in Section 6.3 and summarized in Paragraph 6.11.10.

5.2.3 General Building Function

- Buildings in each Context Zone may be dedicated to functions described in Sections 6.4 and 6.6. Functions not shown require approval by Warrant.
- The Functions specified in Section 6.4 shall be as limited in intensity by the Required Parking (6.5.1). This constitutes the base intensity. Functions not limited in intensity by parking shall be limited by Warrant.
- The base intensity may be adjusted upward by adding the actual parking available for each of two functions within any pair of adjacent blocks, and the resulting sum then multiplied by the corresponding Sharing Factor (Section 6.5). The result shall be the parking available for calculating Adjusted Intensity.
- [The overall density of the community may be increased by the purchase of Development Rights up to the amount specified for each zone by Paragraph 6.11.2.b. Fifteen percent of the increase by TDR purchase shall be in the Affordable Housing range.]
- Within the Long Pedestrian Shed of a TOD, the effective parking available for calculating the intensity on each lot may be increased by a multiplier of 30 percent.

5.2.4 General Parking Standards

- Vehicular parking shall be provided as required and adjusted [Section 6.5].
- Parking shall be accessed by alley or rear lane, when available on the Community Plan.
- On-street parking available along the frontage lines that correspond to each lot shall be counted toward the parking requirement of the lot.
- The required parking may be provided within a five-minute (1/4-mile) radius of the site which it serves by Exception. The required parking [may] be purchased or leased from a Civic Parking Reserve.
- Parking shall be located within Layers as described in the Specific Zones of this Section and illustrated in Paragraph 7.4.5.
- Parking lots shall be masked from the frontage by a Liner Building, a streetwall and/or a hedge as specified in the Specific Zones of this Section.
- One bike rack space shall be provided for every 10 vehicular parking spaces.

5.2.5 General Architectural Standards

- Building wall materials must be combined on each facade horizontally, heavier generally below lighter.
- Streetwalls shall be made to match the facade of the principal building as shown in Table 11C.
- Windows shall use clear glass panels.
- All openings including porches, galleries, arcades and windows, with the exception of storefronts, shall be square or vertical in proportion.
- Openings above the first story shall not exceed 50 percent of the building wall area, with each facade calculated independently.
- Detail facades on retail frontages as storefronts and glaze at no less than 70 percent that level.
- Doors and windows that operate as sliders are prohibited along frontages.
- Pitched roofs, if provided, shall be symmetrically sloped no less than [5:12], except that porches may be attached sheds with slopes no less than [2:12].
- Flat roofs shall be enclosed by parapets a minimum of 42 inches high, or as required, to conceal mechanical equipment to the satisfaction of the [CRC].

5.2.6 General Environmental Standards

- Context Zones manifest a range of responses to natural and urban conditions. In case of conflict, the green infrastructure shall have priority in the more rural zones (T1-T3); the urban fabric shall have priority in the more urban zones (T4-T8) as detailed in the specific zones as detailed in Sections 5.3 and following.

5.2.7 General Landscape Standards

- A minimum of one tree to match the species of street trees on the enfronting streetscape shall be planted within private frontage for each 30 feet of frontage within the First Layer of each lot unless otherwise specified.

5.2.8 General Signage Standards

- One address number no more than 6 inches vertically shall be attached to the building in proximity to the principal entrance, or at a mailbox.
- One blade sign for each business may be permanently installed perpendicular to the facade. Such a sign shall not exceed a total of 3 square feet unless otherwise specified for the specific zone.
- Signage may be externally lit with full-spectrum bulbs unless otherwise specified.

5.2.9 General Ambient Standards (See full SmartCode.)

5.2.10 General Visibility Standards (See full SmartCode.)

5.3 SPECIFIC TO NATURAL (T1) & RURAL (T2)



- Buildings shall be generally forbidden. Permission to build and the standards for disposition, configuration, function, parking, architectural, environmental, ambient and visibility shall be determined concurrently as Exceptions, in a public hearing of the [Legislative Body].

5.4 SPECIFIC TO SUB-URBAN (T3)



- (T3) Building Disposition
 - In addition to the general specifications in Paragraph 5.2.1, specific building disposition shall be as shown in Sections 6.11.11 or 6.11.2.

5.4.2 (T3) Building Configuration

- In addition to the general specifications of Paragraph 5.2.2, specific building configuration shall be as shown in Sections 6.1, 6.2, 6.3 and summarized in Paragraphs 6.11.8, 6.11.9 and 6.11.10.
- Agricultural uses shall be permitted by Warrant.

5.4.3 (T3) Building Function

- In addition to the general specifications of Paragraph 5.2.3, specific building function shall be as shown in Section 6.4 or 6.6 and summarized in Paragraph 6.11.11.

5.4.4 (T3) Parking Standards

- In addition to the general specification shown in Paragraph 5.2.4, parking shall be provided as specified in Sections 6.4 and 6.5.
- Open parking areas shall be located at the Second and Third Layers, except that driveway aprons and drop-offs may be located at the First Layer. Garages shall be located at the Third Layer.
- Parking may be accessed from the frontage by a driveway.

5.4.5 [(T3) Architectural Standards

- In addition to the general specifications shown in Paragraph 5.2.5, specific standards shall be as follows:
 - The exterior finish material on all facades shall be limited to [brick, wood siding and/or stucco].
 - Balconies and porches shall be made of [painted wood].
 - Buildings shall have [sloped] roofs.
 - Fences, if provided, shall not be allowed within the First Layer of a lot. Fences at other layers may be of painted wood board [or coated chain link].

5.4.6 (T3) Environmental Standards

- In addition to the general specifications shown in Paragraph 5.2.6, the landscape installed shall consist primarily of native species requiring minimal irrigation, fertilization and maintenance.
- The Private Frontage (Section 6.2) shall consist of tree clusters of various species, naturally clustered, as well as low maintenance understory. Lawn shall be permitted only by Warrant.
- Impermeable surfaces by building shall be minimized and confined to the ratio of lot coverage by building shown in Paragraph 6.11.6.
- The management of storm water shall be primarily through retention and percolation on the individual lot.

5.4.7 (T3) Landscape Standards

- There shall be no requirements additional to those specified in Paragraph 5.2.7.

5.4.8 (T3) Signage Standards

- There shall be no signage permitted additional to that specified in Paragraph 5.2.8.
- Signage may not be lit.

5.5 SPECIFIC TO GENERAL URBAN (T4)



5.5.1 (T4) Building Disposition

a. In addition to the general specifications in Paragraph 5.2.1, specific building disposition shall be as shown in Sections 6.1.1.1, 6.1.1.2 and 6.1.1.2.

5.5.2 (T4) Building Configuration

a. In addition to the general specifications of Paragraph 5.2.2, specific building configuration shall be as shown in Sections 6.1, 6.2, 6.3 and summarized in Sections 6.1.1.8, 6.1.1.9 and 6.1.1.10.

5.5.3 (T4) Building Function

a. In addition to the general specifications of Paragraph 5.2.3, specific building function shall be as shown in Section 6.4 or 6.6 and summarized in Paragraph 6.1.1.11.
b. Accessory uses of Limited Lodging or Limited Office shall also be permitted within an outbuilding.

5.5.4 (T4) Parking Standards

a. In addition to the general specification shown in Paragraph 5.2.4, parking shall be provided as specified in Sections 6.4 and 6.5.
b. All parking areas except for driveways shall be located at the Third Layer (Paragraph 7.4.5). Garages shall be at the Third Layer.
c. Parking shall be accessed from a rear alley or rear lane.

5.5.5 (T4) Architectural Standards

In addition to the general specifications shown in Paragraph 5.2.5, specific standards shall be as follows:
a. The exterior finish materials on all facades shall be limited to brick, clapboard, siding and/or stucco.
b. Balconies and porches shall be made of painted wood or metal.
c. Buildings shall have sloped roofs.
d. Fences, if provided, shall not be allowed within the First Layer of a lot. Fences at other layers may be of painted wood board or chain link.

5.5.6 (T4) Environmental Standards

a. In addition to the general specifications shown in Paragraph 5.2.6, the species of landscape installed shall consist primarily of durable species tolerant of soil compaction.
b. The Private Frontage (Section 6.2) shall consist of trees planted in allees of single or alternated species with shade canopies of a diameter that, at maturity, remain clear of building frontages.
c. Impermeable surface shall be confined to the ratio of lot coverage by building, as shown in Paragraph 6.1.1.6.
d. Management of storm water shall be primarily off-site through underground storm drainage. There shall be no retention and detention required on the individual lot.

5.5.7 (T4) Landscape Standards

a. There shall be no requirements additional to those specified in Paragraph 5.2.7.

5.5.8 (T4) Signage Standards

a. There shall be no signage permitted additional to that specified in Paragraph 5.2.8.

5.6 SPECIFIC TO URBAN CENTER (T5)



5.6.1 (T5) Building Disposition

a. In addition to the general specifications in Paragraph 5.2.1, specific building disposition shall be as shown in Sections 6.1.1.1, 6.1.1.2 and 6.1.1.2.
b. Facades shall be built parallel to the principal frontage line along a minimum of 70 percent of its length with a setback of 0 to 10 feet from the frontage line. In the absence of a building along the remainder of the frontage line, a streetwall shall be built co-planar with the facade.
c. Buildings shall have their principal pedestrian entrances on a frontage line.

5.6.2 (T5) Building Configuration

a. In addition to the general specifications of Paragraph 5.2.2, specific building configuration shall be as shown in Sections 6.1, 6.2, 6.3, summarized in Sections 6.1.1.8, 6.1.1.9, and 6.1.1.10.
b. Buildings with a first level residential or lodging function shall be raised a minimum of 2 feet from sidewalk grade.

5.6.3 (T5) Building Function

a. In addition to the general specifications of Paragraph 5.2.3, specific building function shall be as shown in Section 6.4 or 6.6 and summarized in Paragraph 6.1.1.11.
b. Ground floor commercial shall be permitted throughout and shall be required at Mandatory Shopfront Frontages.
c. Manufacturing within the first story may be permitted by Exception.

5.6.4 (T5) Parking Standards

a. In addition to the general specification shown in Paragraph 5.2.4, parking shall be provided as specified in Sections 6.4 and 6.5.
b. All parking areas shall be located at the Third Layer and masked by a Streetwall or Liner Building.
c. Parking shall be accessed from a rear alley.
d. The required parking may be provided by warrant on sites elsewhere within the same Pedestrian Shed.
e. Pedestrian entrances to all parking lots and parking structures shall be directly from a frontage line. Only underground parking structures may be entered by pedestrians directly from a Principal Building.
f. The vehicular entrance of a parking lot or garage on a frontage shall be no wider than 30 feet.

5.6.5 (T5) Architectural Standards

In addition to the general specifications shown in Paragraph 5.2.5, specific standards shall be as follows:
a. The exterior finish materials on all facades shall be limited to stone, brick and/or stucco.
b. Balconies, galleries and arcades shall be made of concrete, painted wood or metal.
c. Buildings may have flat roofs enclosed by parapets or sloped roofs.
d. Streetwalls shall be located at the First Layer along the building frontage line.

5.6.6 (T5) Environmental Standards

a. In addition to the general specifications shown in Paragraph 5.2.6, the species of landscape installed shall consist primarily of durable species tolerant of soil compaction.
b. The Private Frontage (Section 6.2) shall consist of trees planted in allees of a single species with shade canopies of a diameter that, at maturity, remain clear of building frontages.
c. Impermeable surface by building shall be confined to the ratio of lot coverage as shown in Paragraph 6.1.1.6.
d. Management of storm water shall be primarily off-site through underground storm drainage. There shall be no retention and detention required on the individual lot.

5.6.7 (T5) Landscape Standards

a. In addition to those requirements specified in Paragraph 5.2.7, the First Layer (Paragraph 7.4.5) shall be landscaped or paved to match the enfronting Public Frontage as defined in Section 6.9.

5.6.8 (T5) Signage Standards

a. In addition to the signage permitted in Paragraph 5.2.8, a single external sign band may be applied to the facade of each building, provided that such sign not exceed 3 feet in height by any length.
b. Blade signs, not to exceed 4 square feet for each separate business entrance, may be attached perpendicular to the facade.
c. Signage shall be externally lit, except that signage within the shopfront may be neon lit.

5.7 SPECIFIC TO URBAN CORE (T6)



5.7.1 (T6) Building Disposition

a. In addition to the general specifications in Paragraph 5.2.1, specific building disposition shall be as shown in Sections 6.1.1.1 and 6.1.1.2.
b. Facades shall be built parallel to the principal frontage line along a minimum of 70 percent of its length with a setback of 0 to 10 feet from the frontage line. In the absence of a building along the remainder of the frontage line, a streetwall shall be built co-planar with the facade.
c. Buildings shall have their principal pedestrian entrances on a frontage line.

5.7.2 (T6) Building Configuration

a. In addition to the general specifications of Paragraph 5.2.2, specific building configuration shall be as shown in Sections 6.1, 6.2, 6.3, and summarized in Sections 6.1.1.8, 6.1.1.9, and 6.1.1.10.
b. Buildings with a first level residential use shall be raised a minimum of 2 feet from average sidewalk grade.

5.7.3 (T6) Building Function

a. In addition to the general specifications of Paragraph 5.2.3, specific building function may be as shown in Section 6.4 or 6.6 and summarized in Paragraph 6.1.1.11.
b. Ground floor commercial shall be permitted throughout and shall be required at mandatory shopfront frontages.
c. Manufacturing within the first story shall be permitted by Exception.

5.7.4 (T6) Parking Standards

a. In addition to the general specification shown in Paragraph 5.2.4, parking shall be provided as specified in Sections 6.4 and 6.5.
b. All parking areas shall be located at the Third Layer and masked by a Streetwall or Liner Building.
c. Parking shall be accessed from a rear alley.
d. The required parking may be provided on sites elsewhere within the same Pedestrian Shed by Warrant.
e. Pedestrian entrances to all parking lots and parking structures shall be directly from a frontage line. Only underground parking structures may be entered by pedestrians directly from a Principal Building.
f. The vehicular entrance of a parking lot or garage on a frontage shall be no wider than 30 feet.

5.7.5 (T6) Architectural Standards

In addition to the general specifications shown in Paragraph 5.2.5, specific standards shall be as follows:
a. The exterior finish materials on all facades shall be limited to stone, brick and/or stucco.
b. Balconies, galleries and arcades shall be made of concrete, painted wood or metal.
c. Buildings may have flat roofs enclosed by parapets or sloped roofs.
d. Streetwalls shall be located at the First Layer along the building frontage line.

5.7.6 (T6) Environmental Standards

a. In addition to the general specifications shown in Paragraph 5.2.6, the species of landscape installed shall consist primarily of durable species tolerant of soil compaction.
b. The Private Frontage (Section 6.2) shall consist of trees planted in allees of a single species with shade canopies of a diameter that, at maturity, remain clear of building frontages.
c. Impermeable surface by building shall be confined to ratio of lot coverage by building shown in Paragraph 6.1.1.6.
d. Management of storm water shall be primarily off-site through underground storm drainage. There shall be no retention and detention required on the individual lot.

5.7.7 (T6) Landscape Standards

a. In addition to those requirements specified in Paragraph 5.2.7, the First Layer shall be landscaped or paved to match the enfronting streetscape.
b. Trees shall not be required in the First Layer.

5.7.8 (T6) Signage Standards

a. In addition to the signage permitted in Paragraph 5.2.8, a single external sign band may be applied to the facade of each building, provided that such sign not exceed 3 feet in height by any length.
b. Blade signs, not to exceed 4 square feet for each separate business entrance, may be attached perpendicular to the facade.
c. Signage shall be externally lit, except that signage within the shopfront may be neon lit.

TABLE 5: TRANSECT SYSTEM ILLUSTRATED

RURAL ZONES

URBAN ZONES

URBAN

The diagram illustrates a spectrum of urban forms from rural to urban core, categorized into three main groups: Formative, Public, and Civic.

RURAL ZONES	T1 NATURAL	T2 RURAL	T3 SUB-URBAN	T4 GENERAL URBAN	T5 URBAN CENTER	T6 URBAN CORE
	T1 NATURAL	T2 RURAL	T3 SUB-URBAN	T4 GENERAL URBAN	T5 URBAN CENTER	T6 URBAN CORE

FORMATIVE

PUBLIC

CIVIC

LESS DENSITY
LARGER BLOCKS
PRIMARILY RESIDENTIAL
SMALLER BUILDINGS
MORE ONE-SCAPE
DETACHED BUILDINGS
ROTATED FRONTAGES
YARDS & PORCHES
DEEP SETBACKS
ARTICULATED MASSING
WOODEN BUILDINGS
GENERALLY PITCHED ROOFS
SMALL YARD SPACES
LIVESTOCK

MORE DENSITY
SMALLER BLOCKS
PRIMARILY MIXED-USE
LARGER BUILDINGS
MORE HANDSCAPE
ATTACHED BUILDINGS
ALIGNED FRONTAGES
STOOPS & SHORFRONTS
SHALLOW SETBACKS
SIMPLE MASSING
METEORIC BUILDINGS
GENERALLY FLAT ROOFS
BUILDING-MOUNTED SIGNAGE
DOMESTIC ANIMALS

ROADS & LANDS
NARROW PATHS
HIGH L.O.S., SCAVBANDS
OPPORTUNISTIC PARKING
LONGER CURB RADII
OPEN STALLETS
HUNT BOX
MIXED TREE CLUSTERS
MORE SILENCE REQUIRED

STREET'S & ALLIES
WIDE SIDEWAYS
LOW L.O.S., SCARBANDS
DEDICATED PARKING
SMALLER CURB RADII
PAVED CURBS
BRIGHT LIGHTING
ALIGNED STREET TREES
MORE NOISE ALLOWED

LOCAL BATHING PLACES
PARKS & GREENS

REGIONAL INSTITUTIONS
PLAZAS & SQUARES

Table 7: The private frontage is the layer between the building and the lot lines. It is as important as providing the manner in which the building facade meets the pedestrian. The relationship between this table and Table 8 is diagrammed in Table 11A.

TABLE 8A: PUBLIC FRONTAGES

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TABLE 8B: PUBLIC FRONTS

TRANSECT ZONE	R U R A L						T R A N S E C T						U R B A N					
	T1	T2	T3	T1	T2	T3	T3	T4	T4	T5	T5	T6	T5	T6	T5	T6	T5	T6
Type	HW & RR		RR & SR		RS		RS-SS-AV		RS-CS-AV-BV		CS-AV-BV		CS-AV-BV		CS-AV-BV		CS-AV-BV	
a. Assembly: The principal variables are the type and dimension of curbs, walkways, planters and landscape.																		
Total Width	14-24 feet		12-34 feet		12-48 feet		12-48 feet		18-24 feet		18-24 feet		18-24 feet		18-24 feet		18-24 feet	
b. Curb: The detailing of the edge of the vehicular pavement, incorporating drainage.																		
Type	Open curb		Open curb		Raised curb		Raised curb		Raised curb		Raised curb		Raised curb		Raised curb		Raised curb	
Radius	10-30 feet		10-30 feet		5-15 feet		5-25 feet		5-25 feet		5-25 feet		5-25 feet		5-25 feet		5-25 feet	
c. Walkway: The pavement dedicated exclusively to pedestrian activity.																		
Type	Asphalt		Asphalt		Asphalt		Asphalt		Asphalt		Asphalt		Asphalt		Asphalt		Asphalt	
Width	4-6 feet		4-6 feet		4-6 feet		4-6 feet		4-6 feet		4-6 feet		4-6 feet		4-6 feet		4-6 feet	
d. Planter: The layer which accommodates street trees and other landscape.																		
Arrangement	Clustered		Clustered		Regular		Regular		Regular		Regular		Regular		Regular		Regular	
Species	Native		Native		Native		Native		Native		Native		Native		Native		Native	
Planter Type	Continuous		Continuous		Continuous		Continuous		Continuous		Continuous		Continuous		Continuous		Continuous	
Planter Width	3 feet-10 feet		3 feet-10 feet		3 feet-10 feet		3 feet-10 feet		3 feet-10 feet		3 feet-10 feet		3 feet-10 feet		3 feet-10 feet		3 feet-10 feet	

Table 8A & 8B: The public frontage is the layer between the private lot line and the edge of the vehicular lanes. It usually includes walkways, planters and lighting. This is a generalized description; Table 8B is a precise technical prescription giving dimensions. Note that the planting is prescribed by species in Section 8B-e.

TABLE 9: The vertical extent of a building is measured by number of stories not including a raised basement or an inhabited attic. Numerical heights are measured from the average grade of the frontage line to the eave of a pitched roof or the surface of a flat roof. Height limits do not apply to towers or lot coverage less than 400 square feet.

TABLE 10A: The projected design spreads determine the dimensions of the vehicular lanes and turning radii assembled to create thoroughfares. The most typical assemblies are shown in Table 10B. Specific requirements for truck and transit bus routes and truck loading shall be decided by Warrant.

TABLE 10B: The design ADT (average daily traffic) is the determinant for each of these sections.

TABLE 9: BUILDING HEIGHTS

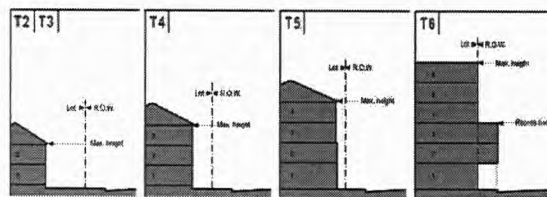


TABLE 10A: VEHICULAR LANES

DESIGN SPEED	TRAVEL LANE WIDTH	T1	T2	T3	T4	T5	T6
Below 20 mph	8 feet						
20-25 mph	9 feet						
25-35 mph	10 feet						
35-45 mph	11 feet						
Above 45 mph	12 feet						
DESIGN SPEED	PARKING LANE WIDTH	T1	T2	T3	T4	T5	T6
20-25 mph	(Angle) 18 feet						
25-35 mph	(Parallel) 7 feet						
35-45 mph	(Parallel) 8 feet						
Above 45 mph	(Parallel) 9 feet						
DESIGN SPEED	EFFECTIVE TURNING RADIUS	T1	T2	T3	T4	T5	T6
Below 20 mph	5-10 feet						
20-25 mph	10-15 feet						
25-35 mph	15-20 feet						
Above 35 mph	20-30 feet						

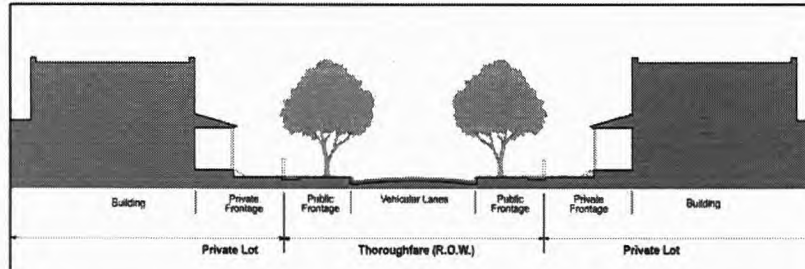
TABLE 10B: VEHICULAR LANES

PARKING					
Design ADT	100-200	200-400	400-600	600-800	800-1000
Minimum Crossing	100 feet	150 feet	200 feet	250 feet	300 feet
Design Speed	10-20 mph	20-30 mph	30-40 mph	40-50 mph	50-60 mph
PARKING					
Design ADT	100-200	200-400	400-600	600-800	800-1000
Minimum Crossing	100 feet	150 feet	200 feet	250 feet	300 feet
Design Speed	10-20 mph	20-30 mph	30-40 mph	40-50 mph	50-60 mph
PARKING					
Design ADT	100-200	200-400	400-600	600-800	800-1000
Minimum Crossing	100 feet	150 feet	200 feet	250 feet	300 feet
Design Speed	10-20 mph	20-30 mph	30-40 mph	40-50 mph	50-60 mph
PARKING					
Design ADT	100-200	200-400	400-600	600-800	800-1000
Minimum Crossing	100 feet	150 feet	200 feet	250 feet	300 feet
Design Speed	10-20 mph	20-30 mph	30-40 mph	40-50 mph	50-60 mph
PARKING					
Design ADT	100-200	200-400	400-600	600-800	800-1000
Minimum Crossing	100 feet	150 feet	200 feet	250 feet	300 feet
Design Speed	10-20 mph	20-30 mph	30-40 mph	40-50 mph	50-60 mph

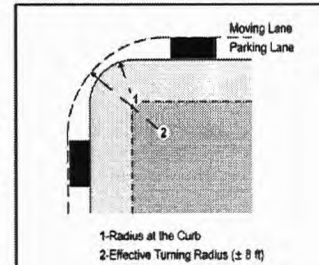
STANDARDS & TABLES

TABLE 11: EXPLANATORY DIAGRAMS

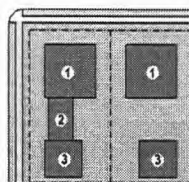
a. THOROUGHFARE & FRONTAGES



b. TURNING RADIUS

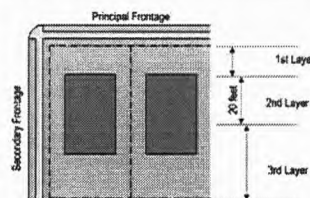


c. BUILDING DISPOSITION

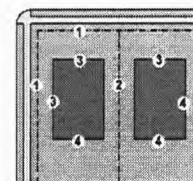


- 1- Principal Building
- 2- Backbuilding
- 3- Outbuilding

d. LOT LAYERS



e. FRONTAGE & LOT LINES



- 1-Frontage Line
- 2-Lot Line
- 3-Facades

TABLE 12: GENERAL FUNCTION

TABLE 12: Transect-based functional classifications are gradual rather than categorical (as in conventional use zoning). Residential, lodging, office and retail occur to varying degrees in all transect zones in the declaration of restricted, limited and open. For greater precision describing the functions see Table 13.

	T2 T3	T4	T5 T6
a. RESIDENTIAL	Restricted Residential: The number of dwellings on each lot is restricted to one within a principal building and one within an ancillary building, with 2.0 parking places for each. Both dwellings shall be under single ownership. The habitable area of the ancillary dwelling shall not exceed 500 square feet.	Limited Residential: The number of dwellings on each lot is limited by the requirement of 1.5 parking places for each dwelling, a ratio which may be reduced according to the shared parking standards (Section 6.5).	Open Residential: The number of dwellings on each lot is limited by the requirement of 1.5 parking places for each dwelling, a ratio which may be reduced according to the shared parking standard (Section 6.5).
b. LODGING	Restricted Lodging: The number of bedrooms available on each lot for lodging is limited by the requirement of 1.0 assigned parking place for each bedroom, up to five, in addition to the parking requirement for the dwelling. Food service may be provided in the a.m. The maximum length of stay shall not exceed ten days.	Limited Lodging: The number of bedrooms available on each lot for lodging is limited by the requirement of 1.0 assigned parking place for each bedroom, up to twelve, in addition to the parking requirement for the dwelling. Food service may be provided in the a.m. The maximum length of stay shall not exceed ten days.	Open Lodging: The number of bedrooms available on each lot for lodging is limited by the requirement of 1.0 assigned parking place for each bedroom. Food service may be provided at all times. The maximum length of stay shall not exceed ten days.
c. OFFICE	Restricted Office: The building area available for office use on each lot is restricted to the first story of the principal or the ancillary building and by the requirement of 3.0 assigned parking places per 1000 square feet of net office space in addition to the parking requirement for each dwelling.	Limited Office: The building area available for office use on each lot is limited to the first story of the principal building and/or the ancillary building, and by the requirement of 3.0 assigned parking places per 1000 square feet of net office space in addition to the parking requirement for each dwelling.	Open Office: The building area available for office use on each lot is limited by the requirement of 2.0 assigned parking places per 1000 square feet of net office space.
d. RETAIL	Restricted Retail: The building area available for retail use is restricted to one block corner location at the first story for each 300 dwelling units and by the requirement of 4.0 assigned parking places per 1000 square feet of net retail space in addition to the parking requirement of each dwelling. This specific use shall be further limited to neighborhood store or food service seating no more than 20.	Limited Retail: The building area available for retail use is limited to the first story of buildings at corner locations, not more than one per block, and by the requirement of 4.0 assigned parking places per 1000 square feet of net retail space in addition to the parking requirement of each dwelling. The specific use shall be further limited to neighborhood store, or food service seating no more than 40.	Open Retail: The building area available for retail use is limited by the requirement of 3.0 assigned parking places per 1000 square feet of net retail space.
e. CIVIC	See Table 13.	See Table 13.	See Table 13.
f. OTHER	See Table 13.	See Table 13.	See Table 13.

Note: This table is derived from the American Planning Association's land-based classification standards.

TABLE 14: PARKING STANDARDS

Table 14: The Required Parking Table is a summary of the parking requirements that appear in Table 12. Note that density at the level of the individual site is controlled by the amount of parking provided. The Sharing Factor Table shows how the intensity of a function is adjusted. The sum of the parking provided for any two dissimilar functions (as proximity to be determined by warrant) is modified by the factor shown. For example: 10 residential parking spaces plus 10 office parking spaces are multiplied by the given factor of 1.4 to provide the equivalent of 28 shared parking spaces. This is then the basis of the density calculation for both.

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TABLE 15: STREETLIGHT ILLUSTRATIONS

TABLE 15: Street lighting varies in brightness (as shown in the text of the code) and also in the character of the fixture according to the rural-to-urban transect. The table shows five common types. A listed set of streetlights corresponding to these types would be approved by the utility company.

	T1	T2	T3	T4	T5	T6	SD
Cobra Head 							
Pipe 							
Post 							
Column 							
Double Column 							

TABLE 16: STREET TREE ILLUSTRATIONS

TABLE 16: Street trees vary in their form and also in their suitability for urban use. The shape of the canopy must integrate with the degree of setback. In the rural-to-urban transect, a tree's performance regarding root pressure tolerance and other criteria would be specified by species available in the bioregion.

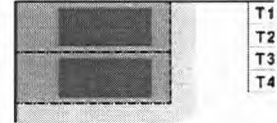
	T1	T2	T3	T4	T5	T6	SD
Palm 							
Oval 							
Ball 							
Pyramid 							
Umbrella 							
Vase 							

STANDARDS & TABLES

TABLE 17: BUILDING DISPOSITION

Building disposition approximates the location of the structure relative to the boundaries of each individual lot. This provides a rough approximation of appropriate building types for each T-zone.

a. **Edge Yard:** A building that occupies the center of its lot with setbacks on all sides. This is the least urban of types as the front yard sets it back from the frontage, while the side yards weaken the spatial definition of the public thoroughfare space. The front yard is intended to be visually continuous with the yards of adjacent buildings. The rear yard can be secured for privacy by fences and a well-placed backhoeing and/or outbuilding.



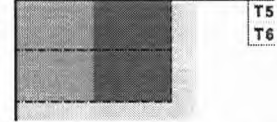
T1
T2
T3
T4

b. **Side Yard:** A building that occupies one side of the lot with the setback to the other side. The visual opening of the side yard on the street frontage causes this building type to appear freestanding. A shallow frontage setback defines a more urban condition. If the adjacent building is similar with a blank party wall, the yard can be quite private. This type permits systematic climatic orientation in response to the sun or the breeze.



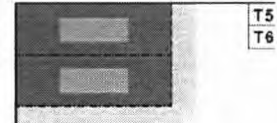
T4
T5

c. **Rear Yard:** A building that occupies the full frontage, leaving the rear of the lot as the sole yard. This is a very urban type as the continuous facade steadily defines the public thoroughfare. The rear elevations may be articulated for functional purposes. In its residential form, this type is the rowhouse. For its commercial form, the rear yard can accommodate substantial parking.



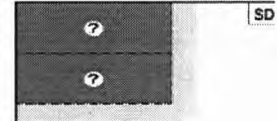
T5
T6

d. **Court Yard:** A building that occupies the boundaries of its lot while internally defining one or more private passes. This is the most urban of types, as it is able to shield the private realm from all sides while strongly defining the public thoroughfare. Because of its ability to accommodate incompatible activities, masking them from all sides, it is recommended for workshops, lodging and schools. The high security provided by the continuous enclosure is useful for crime-prone areas.



T5
T6

e. **Specialized:** A building that is not subject to categorization. Buildings dedicated to manufacturing and transportation, such as factories or airports, are often distorted by the trajectories of machinery. Civic buildings, which may express the aspirations of institutions, may be included. Certain types, such as hospitals, may also require exemption from disposition requirements.



SD

TABLE 18: CIVIC SPACE TYPES

The intended types of civic space are diagrammed by this table. These are only illustrative; specific designs would be prepared in accordance to these verbal descriptions rather than closely based on these diagrams.

a. **Park:** A natural preserve available for unstructured recreation. A park may be independent of surrounding building frontages. Its landscape shall consist of paths and trails, meadows, woodland and open shelters, all naturalistically disposed. Parks may be linear, following the trajectories of natural corridors. The minimum size shall be 15 acres. Larger parks may be approved by warrant as districts in all zones.



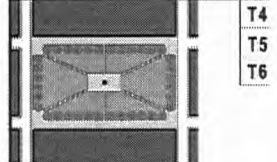
T1
T2
T3

b. **Green:** An open space, available for unstructured recreation. A green may be spatially defined by landscaping rather than building frontages. Its landscape shall consist of lawn and trees, naturalistically disposed. The minimum size shall be 2 acres and the maximum shall be 15 acres.



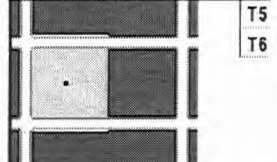
T3
T4
T5

c. **Square:** An open space available for unstructured recreation and civic purposes. A square is spatially defined by building frontages. Its landscape shall consist of paths, lawns and trees, formally disposed. Squares shall be located at the intersection of important thoroughfares. The minimum size shall be 1 acre and the maximum shall be 5 acres.



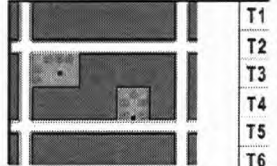
T4
T5
T6

d. **Plaza:** An open space, available for civic purposes and commercial activities. A plaza shall be spatially defined by building frontages. Its landscape shall consist primarily of pavement. Trees are optional. Plazas shall be located at the intersection of important streets. The minimum size shall be 1 acre and the maximum shall be 2 acres.



T5
T6

e. **Playground:** An open space designed and equipped for the recreation of children. A playground shall be fenced and may include an open shelter. Playgrounds shall be interspersed within residential areas and may be placed within a block. Playgrounds may be included within parks and greens. There shall be no minimum or maximum size.

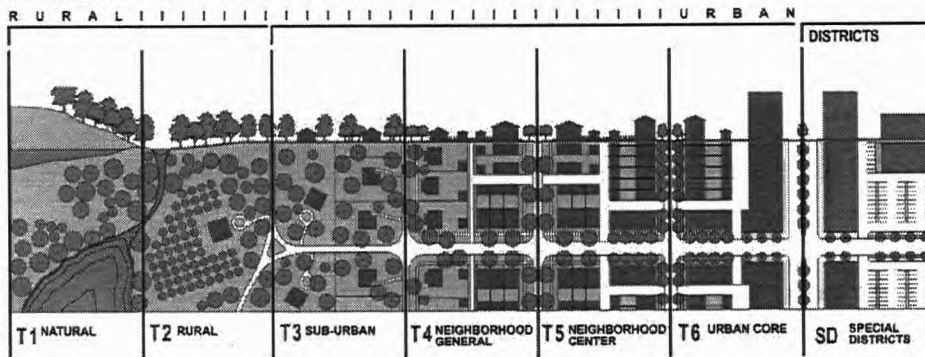


T1
T2
T3
T4
T5
T6

STANDARDS & TABLES

TABLE 19: TRANSECT ZONE SUMMARY

Note: All requirements in this Table are subject to adjustment for local context.



A. ALLOCATION OF ZONES (see Section 3.1 and Table 6)

							(see Table 20)
CLD	no minimum	50% min.	10-30%	20-40%	prohibited		20% max
TND	no minimum		10-30%	30-60%	10-30%	prohibited	
RCD	no minimum		prohibited	10-30%	10-30%	40-70%	
TOD	no minimum		prohibited	0-30%	0-30%	70-100%	

B. BASE RESIDENTIAL DENSITY (see Section 3.4)

By Right	1 unit / 100 ac. avg.	1 unit / 20 ac. avg.	2 units / ac. gross	4 units / ac. gross	6 units / ac. gross	12 units / ac. gross	by exception
By TDR	by exception		6 units / ac. gross	12 units / ac. gross	24 units / ac. gross	48 units / ac. gross	
Other Functions	by exception		10-20% min	20-30% min	30-50% min	50-70% min	

C. BLOCK SIZE

Block Perimeter	no maximum	3000 ft. avg. max.	2400 ft. avg. max.	2000 ft. avg. max.	2000 ft. avg. max. *	by exception	
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* 3000 ft. max for blocks with parking structures

D. PUBLIC FRONTAGES (see Table 8)

HW & RR	permitted			prohibited			by exception
BV	prohibited		permitted				
SR	prohibited		permitted		prohibited		
RS	prohibited		permitted		prohibited		
SS & AV	prohibited			permitted	permitted		
CS & AV	prohibited				permitted		
Rear Lane	permitted				prohibited		
Rear Alley	prohibited		permitted	required			
Path	permitted				prohibited		
Passage	prohibited		permitted				
Bicycle Trail	permitted			prohibited *			
Bicycle Lane	permitted				prohibited		
Bicycle Route	permitted						

E. CIVIC SPACE (see Table 18)

Park	permitted			by warrant	by warrant	by warrant	by exception
Green	prohibited		permitted			prohibited	
Square	prohibited			permitted			
Plaza	prohibited				permitted		
Playground	permitted						

F. LOT OCCUPATION

Lot Area	by exception	min. 20 ac. avg.	5,000 sq. ft. avg.	2,500 sq. ft. avg.	1,500 sq. ft. min.	no min.	by exception.
Lot Coverage	by exception	by variance	60% max	70% max	80% max	90% max	

G. BUILDING SETBACK

Front	by exception	32 ft. min.	24 ft. min.	12 ft. min. 24 ft. max	6 ft. min. 12 ft. max	6 ft. min. 12 ft. max	by exception.
Side	by exception	100 ft. min.	6 ft. min.	12 ft. total min	0 ft. min. 24 ft. max	0 ft. min. 24 ft. max	
Rear	by exception	100 ft. min.	12 ft. min.	3 ft. min. *	3 ft. min. *	0 ft. min.	

H. BUILDING DISPOSITION (see Table 17)

Edgeyard	permitted				prohibited		by exception
Sidyard	prohibited			permitted		prohibited	
Rearyard	prohibited			permitted			

I. PRIVATE FRONTAGES (see Table 7)

Common Yard	not applicable	permitted			prohibited		by exception
Porch & Fence	not applicable	prohibited	permitted		prohibited		
Terrace or L.C.	not applicable	prohibited		permitted		prohibited	
Forecourt	not applicable	prohibited		permitted			
Stoop	not applicable	prohibited		permitted			
Shopfront & Awning	not applicable	prohibited		permitted			
Gallery	not applicable	prohibited		permitted			
Arcade	not applicable	prohibited			permitted		

J. BUILDING HEIGHT (see Table 9)

Principal Building	not applicable	2 stories max.		3 stories max.	4 stories max., 2 min.	6 stories max.	by exception
Outbuilding	not applicable	2 stories max.		2 stories max.	2 stories max.	not applicable	

K. BUILDING FUNCTION (see Tables 12 & 13)

Residential	prohibited	restricted use		limited use	open use		by exception
Lodging	prohibited	restricted use		limited use	open use		
Office	prohibited		restricted use	limited use	open use		
Retail	prohibited		restricted use	limited use	open use		

SECTIONS 4 & 5

SECTIONS 2 & 3

STANDARDS & TABLES

TABLE 20: SPECIAL DISTRICT SUMMARY

	DISTRICT SD1	DISTRICT SD2	DISTRICT SD3	DISTRICT SD4	DISTRICT SD5	DISTRICT SD6	DISTRICT SD7	
A. ALLOCATION OF ZONES								
a. CLD / Cluster	X							
b. TND / Village	X							
c. TOD / Town	X							
B. BASE DENSITY ALLOCATION								
a. Housing By Right	X (min.) / X (max. avg.)							
b. Housing By TDR	X							
c. Other Functions	X							
C. BLOCK SIZE								
a. Block Perimeter	X							
D. PUBLIC FRONTAGE								
a. Rural Road	X							
b. Standard Road	X							
c. Residential Road	X							
d. Residential Street	X							
e. Standard Street	X							
f. Commercial Street	X							
g. Avenue	X							
h. Boulevard	X							
i. Rear Lane	X							
j. Rear Alley	X							
k. Path	X							
l. Passage	X							
m. Bicycle Trail	X							
n. Bicycle Lane	X							
o. Bicycle Route	X							
E. CIVIC SPACE								
a. Park	X							
b. Green	X							
c. Square	X							
d. Plaza	X							
e. Playground	X							
F. LOT OCCUPATION								
a. Lot Area	X							
b. Lot Coverage	X							
G. BUILDING SETBACK								
a. Front	X							
b. Side	X							
c. Rear	X							
H. BUILDING DISPOSITION								
a. Edgeward	X							
b. Sidelward	X							
c. Rearward	X							
d. Courtyard	X							
I. PRIVATE FRONTAGE TYPE								
a. Common Lawn	X							
b. Porch & Fence	X							
c. Terrace	X							
d. Forecourt	X							
e. Sloop	X							
f. Shopfront	X							
g. Gallery	X							
h. Arcade	X							
i. Parking Lot	X							
J. BUILDING HEIGHT								
a. Principal Building	X							
b. Outbuilding	X							
K. BUILDING FUNCTION								
a. Residential	X							
b. Lodging	X							
c. Office	X							
d. Retail	X							

DISPOSITION

CONFIGURATION

FUNCTION

DEFINITIONS OF TERMS

Affordable Housing: dwellings consisting of rental units or for-sale units. Both shall be economically within the means of the equivalent of the starting salary of a local elementary school teacher.

Allee: a regularly spaced and aligned row of trees usually planted along a Thoroughfare or Pedestrian Path.

Ancillary Unit: an apartment not greater than 600 square feet sharing ownership and utility connections with a Principal Building. An Ancillary Unit may or may not be within an outbuilding. Ancillary Units do not count toward maximum density calculations (see Tables 11 and 14).

Apartment: a dwelling unit sharing a building and a lot with other dwellings and/or uses. Apartments may be for rent or for sale as condominiums.

Avenue (AV): a thoroughfare of high vehicular capacity and low speed. Avenues are short distance connectors between urban centers. Avenues may be equipped with a landscaped median. Avenues become collectors upon exiting urban areas.

Backbuilding: a single-story structure connecting a principal building to an outbuilding (see Table 11).

Bicycle Lane (BL): a dedicated bicycle lane running within a moderate-speed vehicular thoroughfare, demarcated by striping. This type is permitted within T1, T2, T3 and T4 Zones.

Bicycle Route (BR): a thoroughfare suitable for the shared use of bicycles and automobiles moving at low speeds. This type is permitted within T3, T4, T5 and T6 Zones.

Bicycle Trail (BT): a bicycle way running independently of a high-speed vehicular thoroughfare. This type is permitted within T1, T2 and T3 Zones.

Block: the aggregate of private lots, passages, rear lanes and alleys, circumscribed by thoroughfares.

Block Face: the aggregate of all the building facades on one side of a block. The Block Face provides the context for establishing Architectural Harmony.

Boulevard (BV): a thoroughfare designed for high vehicular capacity and moderate speed. Boulevards are long-distance thoroughfares traversing urbanized areas. Boulevards are usually equipped with slip roads buffering sidewalks and buildings. Boulevards become arterials upon exiting urban areas.

Brownfield: an area previously used primarily as an industrial site.

Building Disposition: the placement of a building on its lot (see Table 17).

Building Function: the uses accommodated by a building and its lot. Functions are categorized as Restricted, Limited, or Open, according to the intensity of the use (see Tables 12 & 13).

Building Height: the vertical extent of a building measured in stories, not including a raised basement or a habitable attic. Height limits do not apply to masts, bellies, clock towers, chimney flues, water tanks, elevator bulkheads and similar structures. Building Height shall be measured from the average grade of the enfronting thoroughfare (see Table 9).

Building Type: a structure category determined by function, disposition on the lot, and configuration, including frontage and height. For example, a rowhouse is a type, not a style.

By Right Permit: a proposal for a building or community plan that complies with

this code and may thereby be processed administratively, without public hearing (see Variance).

Civic: the term defining not-for-profit organizations dedicated to arts, culture, education, recreation, government, transit, and municipal parking.

Civic Building: a building designed specifically for a civic function. Civic Buildings shall not be subject to the requirements of Section 5. The particulars of their design shall be determined by Exception.

Civic Parking Reserve: parking structure or lot within a quarter-mile of the site that it serves. Space may be leased or bought from this Reserve to satisfy parking requirements.

Civic Space: an open area dedicated for public use. Civic Space types are defined by the combination of certain physical constants including the relationship between their intended use, their size, their landscaping and their enfronting buildings. See Table 18.

Commercial: the term collectively defining workplace, office and retail functions.

Community Pattern: the physical form of a settlement. Variations are due to the particulars of the site, density, spatial definition program, transportation and implementation. Transect-based Community Patterns are socially and functionally variegated; they are walkable and manifest a gradient from urban to rural.

Consolidated Review Committee (CRC): Usually part of the Planning Office, a CRC is composed of one representative from each of the regulatory agencies that have jurisdiction over the permitting of a project, as well as a representative of the Urban Design Center (see UDC).

Context: surroundings made up of the particular combination of elements that create specific habitat.

Corridor: a lineal geographic system incorporating transportation and/or greenway trajectories. A transportation corridor may be a lineal urban Transect Zone.

Courtyard Building: a building that occupies the boundaries of its lot while internally defining one or more private patios. This type is able to shield the private realm while strongly defining the public thoroughfare. Because of its ability to mask incompatible activities, it is recommended for workshops, lodging and schools. The high security provided by the continuous enclosure is useful for crime-prone areas.

Curb: the edge of the vehicular pavement detailed as a raised curb or flush to a swale. The Curb usually incorporates the drainage system (see Table 8).

Density: the number of dwelling units within a standard measure of land area, usually given as units per acre (see Section 3.5).

Design Speed: is the velocity at which a thoroughfare tends to be driven without the constraints of signage or enforcement. There are three ranges of speed: Very Low: (below 20 MPH); Low: (20-25 MPH); Moderate: (25-35 MPH); High: (above 35 MPH). Lane width is determined by desired design speed.

Developable area: residual to the Preserved Open Space Sector.

District: see Specialized District.

Driveway: a vehicular lane within a lot, usually leading to a garage. A Driveway in the First Layer may be used for parking if it is no more than 18 feet wide, thereby becoming subject to the constraints of

a parking lot.

Edgeyard Building: a building that occupies the center of its lot with setbacks on all sides. This is the least urban of types as the front yard sets it back from the frontage, while the sideyards weaken the spatial definition of the public thoroughfare. The front yard should be visually continuous with those of adjacent buildings. The rear yard can be secured for privacy by fences and a backbuilding and/or outbuilding.

Elevation: the exterior walls of a building not along a Frontage Line. See Facade (Table 11).

Enfront: to place an element along a frontage line, as in "porches enfront the street."

Entrance, Principal: the main point of access of pedestrians into a building. In the support of pedestrian activity, the Principal Entrance should be given to a Frontage Line rather than to the parking.

Exception: a variance that permits a practice that is not consistent with a provision nor the Intent of this Code. Exceptions are usually granted only by the Board of Appeals.

Facade: the exterior wall of a building that is set along a Frontage Line (see Elevation). Facades support the public realm and are subject to requirements additional to those required of elevations.

Frontage Line: those lot lines that coincide with a public frontage. Facades along Frontage Lines define the public realm and are therefore more regulated than the elevations that coincide with other Lot Lines (see Diagram 7.4.4).

GIS (Geographic Information System): a computerized program in widespread municipal use that organizes data on maps. Various municipal departments can input information including the location of wetlands, thoroughfares, water/sewer lines, boundaries, building footprints, schools, zoning, land-use, etc. GIS makes information available as layered databases. The protocol for preparing a Sector Plan should be based on GIS information (Paragraph 2.2.1).

Greenfield: a project planned for an undeveloped area outside the existing urban fabric. See Infill.

Greenway: an open space corridor in largely natural conditions which may include Trails for bicycles and pedestrians.

Greyfield: an area previously used primarily as a parking lot. Shopping centers and shopping malls are typical Greyfield sites.

Hamlet: an incomplete neighborhood, standing free in the countryside. Because of a location away from transportation, a Hamlet has a weak commercial center. (Syn.: CLD, Cluster, Clustered Land Development, Conservation Land Development)

Independent building: a building designed by a different architect from the adjacent buildings.

Infill: a project within existing urban fabric.

Inside Turning Radius: the curved edge of a thoroughfare at an intersection, measured at the inside edge of the vehicular tracking. The smaller the Turning Radius, the smaller the pedestrian crossing distance and the more slowly the vehicle is forced to make the turn. Control of the Curb Radius is an important variable in the design of a pedestrian

environment (see Tables 10 and 11).

Layer: a range of depth of a lot within which certain elements are permitted (see Table 11).

Liner Building: a building specifically designed to mask a parking lot or a parking garage from a frontage. A Liner Building, if less than 30 feet deep and two stories, shall be exempt from parking requirements.

Live-Work: a dwelling unit that contains, to a limited extent, a commercial component. A Live-Work Unit is a fee-simple unit on its own lot with the commercial component limited to the ground level. (Syn.: Flexhouse) (See Work-Live.)

Lodging: premises available for daily and weekly renting of bedrooms. The area allocated for food service shall be calculated and provided with parking according to retail use.

Lot Line: the boundary that legally and geometrically demarcates a lot (see Frontage Line). Such lines appear graphically on Community and Site Plans. Codes reference lot lines as the baseline for measuring setbacks (see Tables 11 and 19G).

Lot Width: the length of the principal Frontage Line of a lot.

Manufacturing: premises available for the creation, assemblage and/or repair of artifacts, using table-mounted electrical machinery and including their retail sale.

Meeting Hall: a building available for gatherings, including conferences, accommodating at least one room with an area equivalent to a minimum of 10 square feet per projected dwelling unit within the pedestrian shed in which the meeting hall is located. A Meeting Hall shall be completed upon the sale of 75 percent of the dwelling units. The Meeting Hall may be used for the marketing purposes of the development until the sale of 75 percent of the dwelling units at which time control of its use shall be given to the [Community Council].

Neighborhood: a mostly residential area, often with a recognizable edge (change in density, change in T-Zone, commercial corridor, transportation corridor, natural/rural boundary, or civic space boundary). For the purposes of this SmartCode, a "complete neighborhood" is further defined as consisting of one pedestrian shed (1/2 mile diameter) with a mixed-use center.

Net Developable Area, Net Site Area: the developable areas of a site. The Net Site Area shall be allocated to the various Transect Zones according to the parameters in Table 19A.

Office: premises available for the transaction of general business but excluding retail, artisanal and manufacturing uses.

Outbuilding: an ancillary building, usually located towards the rear of the same lot as a Principal Building. It is sometimes connected to the principal building by a Backbuilding. Outbuildings shall not exceed 600 square feet of habitable space, excluding parking areas (see Table 11).

Parking Structure: a building containing two or more stories of parking. The propensity of Parking Structures to create negative pedestrian experiences along their frontage shall be mitigated by the provision of a Liner Building at the first story.

Passage (PS): a pedestrian connector passing between buildings, providing shortcuts through long blocks and con-

necting rear parking areas to frontages. Passages may be roofed over.

Path (PT): a pedestrian way traversing a park or rural area, with landscape matching the contiguous open space. Paths should connect directly with the urban sidewalk network.

Pedestrian Shed: an area defined by the average distance that may be traversed at an easy walking pace from its edge to its center. This distance is applied to determine the size of a Neighborhood or extent of a Community. A standard Pedestrian Shed is one quarter of a mile radius or 1,320 feet. With transit available or proposed, a Long Pedestrian Shed has an average walking distance of 1/2-mile or 2,640 feet. Pedestrian Sheds should be conceived as oriented toward a central destination containing one or more important intersections, meeting places, civic spaces, civic buildings, and the capacity to accommodate a T5 Transect Zone in the future. Sometimes called Walkshed.

Planter: the element of the public streetscape which accommodates street trees. Planters may be continuous or individual.

Primary-Secondary Grid: thoroughfare designations appearing on the Regulating Plan. Buildings on the P-Grid are subject to all of the provisions of this Code. Buildings on the S-Grid are exempt from certain provisions, allowing for Warranted open parking lots, unlined parking decks, drive-throughs and hermetic building fronts.

Principal Building: the main building on a lot, usually located toward the frontage (see Table 11).

Private Frontage: the privately held layer between the frontage line and the principal building facade. The structures and landscaping within the Private Frontage may be held to specific standards. The variables of Private Frontage are the depth of the setback and the combination of architectural elements such as fences, stoops, porches and galleries (see Table 7).

Public Frontage: the area between the curb of the vehicular lanes and the Frontage Line. Elements of the Public Frontage include the type of curb, walk, planter, street tree and streetlight (see Table 8).

Rear Alley (AL): a vehicular driveway located to the rear of lots providing access to service areas and parking, and containing utility easements. Alleys should be paved from building face to building face, with drainage by inverted crown at the center or with roll curbs at the edges. This type is required within T5 and T6 Zones; either a lane or alley is required within T4.

Rear Lane (LA): a vehicular driveway located to the rear of lots providing access to parking and outbuildings and containing utility easements. Rear lanes may be paved lightly to driveway standards. Its streetscape consists of gravel or landscaped edges, no raised curb and is drained by percolation. This type is permitted within T2-T4 Zones; either a lane or alley is required within T4.

Rearyard Building: a building that occupies the full frontage line, leaving the rear of the lot as the sole yard. This is a more urban type, as the continuous facade spatially defines the public thoroughfare. In its residential form, this type yields a rowhouse. For its commercial form, the rearyard can accommodate substantial parking.

RCD: Regional Center Development. A Community Type consisting of one Long Pedestrian Shed with a strong Town Center. This type is permitted by right

within the Intended Growth Sector (SS) (see Section 3.3.3).

Residential: premises available for long-term human dwelling.

Retail: premises available for the sale of merchandise and food service.

Retail Frontage Line: Frontage Lines designated on a Community Plan that require the provision of a Shopfront, causing the ground level to be available for retail use.

Road (RD): a local, rural and suburban thoroughfare of low vehicular speed and capacity. Its public frontage consists of swales drained by percolation and a walking path or bicycle trail along one or both sides. The landscaping consists of multiple species composed in naturalistic clusters. This type is allocated to the more rural Transect Zones (T1-T3).

Rural Boundary Line: the extent of potential urban growth as determined by existing geographical determinants. The rural boundary is permanent.

Secondary Grid: see Primary and Secondary Grid.

Sector: a neutral term for a geographic area. In the SmartCode there are six specific Sectors that establish the legal boundaries for several kinds of development. Two Sectors represent unbuildable open space (Preserve and Reserve) and the other four are Urban Growth Sectors of varying intensity (Restricted, Controlled, and Intended Growth Sectors, and the Existing Urbanized Sector). Sectors address the legal status of place at the regional scale while Transect Zones address the physical character of communities. Sectors contain Community Types (CLD, TND, RCD, TOD), which contain prescribed Transect Zones, which contain design standards appropriate to those T-Zones.

Service Boundary Line: the extent of potential or feasible urban growth as determined by the extension of infrastructure, principally sewer.

Setback: the area of a lot measured from the lot line to a building facade or elevation. This area must be maintained clear of permanent structures with the exception of: galleries, fences, garden walls, arcades, porches, stoops, balconies, bay windows, terraces and decks (that align with the first story level) which are permitted to encroach into the Setback.

Shared Parking Policy: an accounting for parking spaces that are available to more than one function. The requirement is reduced by a factor, shown as a calculation. The Shared Parking ratio varies according to multiple functions in close proximity which are unlikely to require the spaces at the same time (see Tables 12 and 14).

Sideyard Building: a building that occupies one side of the lot with a setback to the other side. The visual opening of the side yard on the street frontage causes this building type to appear freestanding. A shallow frontage setback defines a more urban condition. If the adjacent building provides a blank party wall, the yard can be quite private. This type permits systematic climatic orientation in response to the sun or the breeze.

Sidewalk: the paved layer of the public frontage dedicated exclusively to pedestrian activity.

Specialized Building: a building that is not subject to Residential, Commercial, or Lodging classification. Most specialized buildings are dedicated to manufacturing and transportation, and are distorted by the trajectories of machinery.

Specialized District (SD): Specialized

District designations shall be assigned to areas that, by their intrinsic function, disposition, or configuration, cannot conform to one of the six normative Transect Zones or Community Types specified by this Code. Typical Districts may include large parks, institutional campuses, refinery sites, airports, etc. However, if at all possible the perimeters of such Districts (excepting parks) should be designed as one or more normal Transect Zones to integrate with the surrounding community or countryside.

Story: a habitable level within a building of no more than 14 feet in height from finished floor to finished ceiling. Attics and raised basements are not considered stories for the purposes of determining building height.

Streamside Corridor: the zone within which a waterway flows, its width to be variably interpreted according to the Transect Zone.

Street (ST): a local urban thoroughfare of low speed and capacity. Its public frontage consists of raised curbs drained by inlets and sidewalks separated from the vehicular lanes by a planter and parking on both sides. The landscaping consists of regularly placed street trees. This type is permitted within the more urban Transect Zones (T4-T6).

Streetscape: the urban element that establishes the major part of the public realm. The streetscape is composed of thoroughfares (travel lanes for vehicles and bicycles, parking lanes for cars, and sidewalks or paths for pedestrians) as well as the visible private frontages (building facades and elevations, porches, yards, fences, awnings, etc.), and the amenities of the public frontages (street trees and plantings, benches, streetlights, etc.).

Streetscreen: sometimes called Street-wall. A freestanding wall built along the frontage line, or coplanar with the facade, often for the purpose of masking a parking lot from the thoroughfare. Streetscreens [should] be between 3.5 and 8 feet in height and constructed of a material matching the adjacent building facade. The streetscreen may be a hedge or fence by Warrant. Streetscreens shall have openings no larger than is necessary to allow automobile and pedestrian access. In addition, all streetscreens over [4 feet] high should be [30 percent] permeable or articulated to avoid blank walls.

Substantial Modification: alterations to a building that are valued at more than 50 percent of the replacement cost of the entire building, if new.

TDR - Transfer of Development Rights: a method of relocating existing zoning rights from areas to be preserved as open space to areas to be more densely urbanized.

TDR Receiving Area: an area intended for development that may be made more dense by the purchase of development rights from TDR Sending Areas.

TDR Sending Area: an area previously zoned for development within the designated Reserve Shed (S2). The development rights assigned to this land may be purchased for TDR Receiving Areas. The sending areas, voided of their development rights, are re-allocated to the Preserve Shed (S1).

Terminated Vista: a location at the axial conclusion of a thoroughfare. A building located at a Terminated Vista designated on a Community Plan is required to be designed in response to the axis.

Third Place: a private building that includes a space conducive to unstructured social gathering. Third Places are usually bars, cafés and corner stores.

Thoroughfare: a vehicular way incorporating moving lanes and parking lanes within a right-of-way (see Section 7.2 and Diagram 7.4.2).

Tier: synonym for Sector.

TND: Traditional Neighborhood Development. A Community Type consisting of one pedestrian shed plus a mixed-use town center or corridor. (Syn.: Village, Urban Village).

TOD: Transit-Oriented Development. TOD is Regional Center Development (RCD) with transit available or proposed. This Community Type is permitted by right within the Intended Growth Sector.

Town Center: a community consisting of one or more neighborhoods, sharing a substantial commercial component. (Syn.: RCD, TOD)

Transect: a system of ordering human habitats in a range from the most natural to the most urban. The SmartCode is based upon six Transect Zones which describe the physical character of place at any scale, according to the density and intensity of land use and urbanism. The T-Zones are: T1 Natural, T2 Rural, T3 Sub-Urban, T4 General Urban, T5 Urban Center, and T6 Urban Core.

Transect Zone (T-Zone): Transect Zones are administratively similar to the land-use zones in conventional codes, except that in addition to specifying the usual building use, density, height, and setback, other elements of the intended habitat are integrated, including those of the private lot and building as well as those of the enfronting public streetscape. The elements are determined by their location on the Transect scale.

Transition Line: a horizontal line spanning the full width of a facade, expressed by a material change or by a continuous horizontal articulation such as a cornice or a balcony (see Diagram 7.4.6).

Type: a form category determined by function, disposition, and configuration, including size or extent. There are community types, street types, building types, etc. See also: Building Type.

UDC (Urban Design Center): A component of the Planning Office assigned to advise on the use of this Code and to aid in the design of the communities and buildings based on it.

Urban Growth Boundary: the extent of potential urban growth as determined by the projected demographic needs of a region. The urban boundary may be adjusted from time to time.

Urban Growth Sector: one of the three Sectors for New Communities where development is permitted by right.

Urban Village: A TND Community Type within an urbanized area (see TND).

Variance: an administrative technique granting relief from the provisions of a code. There are two types of variances: Warrants and Exceptions (see Section 1.6).

Village: A Village is usually a community standing isolated in the countryside, but with a stronger center than a hamlet due to its proximity to a transportation corridor (see TND).

Warrant: a type of variance that permits a practice that is not consistent with a specific provision of this Code, but is justified by its intent or by hardship. Warrants are usually granted administratively through the CRC.

Work-Live: a dwelling unit that contains a commercial component. A Work-Live Unit is a fee-simple unit on a lot with the commercial component anywhere within the unit. (Syn.: Live-With.) (See Live-Work.)

What Type of Code Does Your Municipality Need?

By Andrés Duany

One of the characteristics of the new urbanism is its practitioners' fascination with codes. Since the early 1950s when the implementation of coding became ubiquitous across the United States, these documents have been among the primary tools that make urbanism operational, this being a nation of laws rather than individual will. No less than financial criteria and market preference, codes have had a great affect on the outcome of community design.

For the new urbanists, this insight emerged from the shock of discovery that existing subdivision ordinances and zoning codes made traditional planning impossible, even if inadvertently so. That there was a need for an alternative system rather than the elimination of the existing one became clear by observing the comprehensive disappointment that resulted from the prior generation of reform: the Planned Unit Developments of the 1970s. By allowing design to be negotiated, PUDs had lifted away the repressive ordinances and replaced them with nothing at all. The degree of mischief, banality and incompetence that ensued from the PUD option was such that one could conclude this would not be the vehicle for the dependable implementation of the new urbanism, or any other for that matter.

Today there are many new urbanist codes about, and they continue to proliferate rapidly. All have the converging intention of both enabling and qualifying communities that support the Charter. However, the means to achieve this varies widely. There are codes ranging from the plodding to the truly clever, with an abundance of the latter. There are some that cover very few issues and others that are quite comprehensive. With few exceptions, the most elegantly simple are the least comprehensive.

The new urbanist campaign for the reform has engendered a veritable

SMARTCODE ASSESSMENT

renaissance of the code craft in the United States. It has even managed to restore the prestige of this occupation to one in parity with urban design and research. "Coding," as it is sometimes called, can be the purest and possibly the most challenging of intellectual pursuits that a planner can engage — it has risen very far indeed from the level of legalistic and technical drudgework to which it had fallen.

Developers and municipalities are increasingly demanding new codes to implement smart growth agendas. With the failure of the promise of suburbia, and with the ascendancy of the new urbanism as the prime repository of solutions to its problems, one can safely predict that every municipality will want to have such a code in its repertoire of planning options. Implementation of one such code may be the great life-achievement of the current generation of municipal planners — the equivalent of what the PUD ordinance was to the preceding generation and the subdivision ordinances

were to the generation prior. The difference is that this time these codes will actually result in better places to live.

How will municipal officials choose their new code? How will we as individual planners and as an organization coordinate ourselves to receive the onslaught of requests? How are these long and complicated documents to be comparatively assessed?

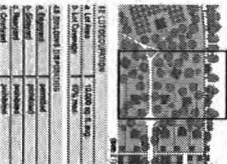
This checklist above is a draft of an assessment protocol that was developed at a new urbanists' conference held in Santa Fe, N.M. It is intended to organize new urbanist codes for this purpose.



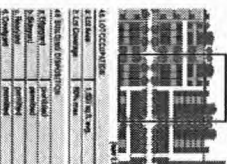
ILLUSTRATION BY LEON KRIER

SMARTCODE SPECIFICATIONS

GRAPHIC SPECIFICATIONS

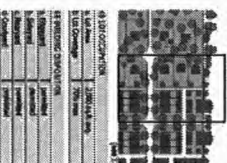
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GRAPHIC SPECIFICATIONS

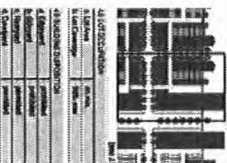
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SMARTCODE SPECIFICATIONS

GRAPHIC SPECIFICATIONS

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A 3D perspective diagram illustrating the assembly of a channel section. It shows two Z-sections being joined together. Dashed lines indicate the alignment and the resulting channel shape.

[illegible]



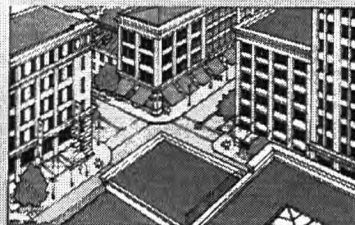
T3



T4

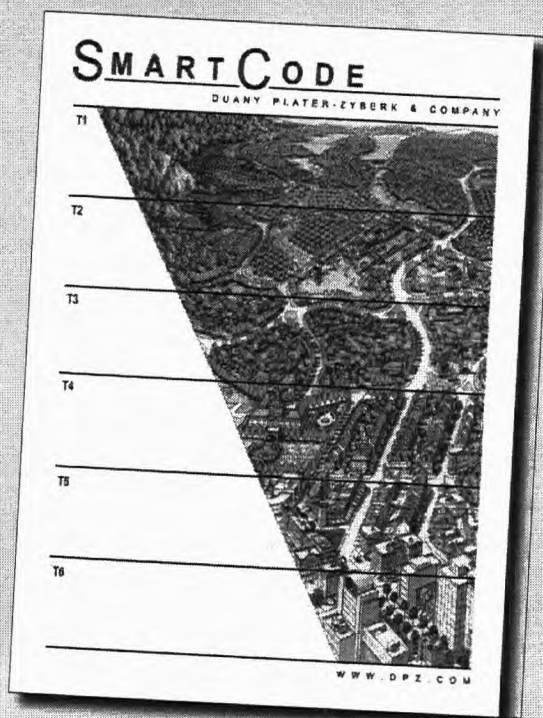


T5



T6

ILLUSTRATION BY SETH HARRY



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- The text and diagrams appearing in this document are the property of Duany Plater-Zyberk & Company (DPZ). Their reproduction and use are permitted with "Credit: Duany Plater-Zyberk & Company" in print.
- The complete SmartCode in printed form will be available from MuniCode.com.
- The complete SmartCode in electronic, editable format is available at DPZ.com.
- A SmartCode User's Manual will be available from wwright@balch.com.
- Information on implementation seminars and consultants is available from placemakers.com.

Duany Plater-Zyberk & Company

Andrés Duany and Elizabeth Plater-Zyberk are architects and town planners whose work for the past 20 years has focused on the design of new towns and the revitalization of existing cities. These efforts have earned them international recognition and dozens of local and national awards, including the Thomas Jefferson Medal and the Vincent Scully Prize.

Having both received bachelors degrees from the Yale School of Architecture and graduate degrees in architecture and urban planning from Princeton University, Duany and Plater-Zyberk spent their first years as architects designing buildings. It didn't take long, however, for the architects to feel dissatisfied with the results of their labor. They struggled with the sense that the individual buildings they designed did not relate in any meaningful way to the cities surrounding them. This concern soon evolved into finding ways to design environments in which the placement of individual buildings made sense — communities in which buildings are less important than the spaces between them.

Focusing their attention in this new direction, the couple founded Duany Plater-Zyberk & Company (DPZ) in 1980. It was that same year that their groundbreaking project, Seaside, was designed in Florida. This now famous "village by the sea" won worldwide praise as the first traditionally organized new town designed in over 50 years. The planning method used to design

Seaside was coined the "new urbanism" and led to diverse new commissions for DPZ. Ultimately this spearheaded a resurgence of neighborhood-based design in the United States and abroad.

For the past two decades, Duany has traveled the world lecturing about post-suburban planning techniques to planners, developers, students and the general public. As a result, and because of the built successes, many have signed on to this new way of planning. However, Duany and Plater-Zyberk quickly learned that, in order to create traditionally organized towns, current zoning laws would have to be rewritten.

The SmartCode was created by DPZ as an option to existing zoning ordinances. Most municipalities that are currently enforcing suburban-era codes need to enact a SmartCode or a similar ordinance if they wish to make the developing of new urban communities possible. Dealing with all aspects of design, the SmartCode was created for municipalities that have embraced the smart growth agenda and are seeking the tools to make it happen. This particular code has already been implemented in several jurisdictions.

In its 22nd year, Duany Plater-Zyberk and company includes 35 employees in four offices, who have collectively completed the design of over 225 new towns, regional plans, and community revitalization projects throughout the United States and abroad.

Municipal Code Corporation

Municipal Code Corporation was founded in 1951 as a one-man operation, for the sole purpose of codifying municipal laws and ordinances and publishing this material in loose-leaf form. At that time, and until 1963, the publication phase was subcontracted, while the editorial processes were performed in-house. In 1961 MCC acquired its own premises on Thomasville Road in Tallahassee, Fla. Two years later a complete printing plant was installed so that all stages of the operation would be under the direct management of MCC, eliminating the need for and dependency on a subcontracted printing service. The company moved to its present location in 1970 on Capital Circle.

Another milestone in MCC's development occurred in 1973 when the typesetting operation was first computerized. Since then, there have been five different typesetting systems and virtually every department has increased its productivity by using digital technology.

In 1991 the company's supplement service was reorganized from a departmental to a team structure. This organizational change facilitated communication and learning among editors, typesetters and proofreaders; and, most importantly, enabled MCC to provide better service to its customers by reducing the time required to deliver supplements.

As technology has changed the way publishers perform their jobs, MCC has adapted. MCC was in fact the second direct connection to the internet (outside academia) in Leon County. In 1995 the company revised its definition of publishing from "delivering words as ink on paper" to "delivering words in any medium demanded by clients." Thus CD-ROM, floppy disks, magnetic tape, FTP, and posting on the company home page were added as delivery mediums.

In 1999 the company installed its first Print on Demand (POD) system. POD allows clients and subscribers to order one copy of a code or supplement, without MCC incurring the expense of prior printing and physical storage. Additionally, the year 1999 saw establishment of a custom publishing division.

MCC has made a commitment to stay abreast of technology and organizational opportunities so that everyone — clients, employees and stockholders — may benefit.

The company currently publishes more than 2,600 codes for clients in 49 states. It employs 16 attorneys who have, on average, over 12 years experience in the specialized field of codification.

MCC will distribute the SmartCode nationwide as an alternative to conventional (sprawl-oriented) ordinances.

For more information about Duany, Plater-Zyberk & Company: 1023 SW 25th Avenue, Miami, FL 33135; Tel: 305.644.1023 Fax: 305.644.1021

For more information about Municipal Code Corporation: P.O. Box 2235, Tallahassee, FL 32316-2235; Tel: 800.262.2633 Fax: 850.575.8852

CLARK COUNTY SCHOOL DISTRICT
REAL PROPERTY MANAGEMENT
FACILITIES DIVISION



November 2, 2006

✓ TO: RICK H.
MARK F.

BOARD OF SCHOOL TRUSTEES

Mrs. Ruth Johnson, President
Mrs. Sheila Moulton, Vice President
Mrs. Susan Brager-Wellman, Clerk
Mr. Larry P. Mason, Member
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Mrs. Shirley Barber, Member
Mrs. Terri Janison, Member
Dr. Walt Ruffles, Superintendent

Thomas A. Perrigo
CITY OF LAS VEGAS
Development Services Center
731 South Fourth Street
Las Vegas, NV 89101

RE: KYLE CANYON SCHOOL SITE

Dear Mr. Perrigo:

The School District has worked with Kyle, LLC on the Kyle master plan, and we have no objection to the City adopting the plan attached with the school sites shown.

We will continue to work with the Kyle, LLC through specific design issues.

Sincerely,

CLARK COUNTY SCHOOL DISTRICT

Matt Lacroix, CLB

Matt Lacroix

Encl: Kyle Canyon School Site Plan

Submitted at City Council

Date 5/16/07 **Item** 94, 95, 73

May 16, 2007

Councilman Steven D. Ross
Las Vegas City Council
400 Stewart Avenue, 10th floor
Las Vegas, NV 89101

Dear Councilman,

I write with regard to the proposed zoning changes scheduled for consideration today for Kyle Canyon before the city council. While I share concerns over the high density of the Project, especially in areas removed from the "city center," my concern is more particularly focused on specific impacts of increased vehicle traffic this proposed growth will bring, and the safety of my children attending the elementary school and traveling the neighborhood roads.

Page 8 of the traffic study states "Access to and from the east will also be provided via Log Cabin Way, O'Hare Avenue, Iron Mountain Road, Brent Lane, Horse Drive, and Racel Street."

Page 10 of the traffic study further states "O'Hare Avenue, Horse Drive, and Brent Lane currently exist as fully constructed 60-foot collector streets east of the Project between Fort Apache Road and El Capitan Way." This is incorrect, which I will describe below and indicate with photographs during the council meeting, and creates the impression of far greater existing traffic capability in the area, and by the same token creates the impression of a far lesser impact on the established neighborhoods considering the density called for in the proposed Project plan. The first point I would ask you to keep in mind is that despite the addition of two US95 interchanges discussed in the project plan, there is a specific designation of an eastbound traffic service destined for our neighborhood streets and by faulty data overestimates the ability to carry vehicle traffic to and from the Project.

1. O'Hare Avenue, Horse Drive and Brent Lane are fully constructed from Fort Apache to El Capitan with single-family residential neighborhoods on each side. O'Hare Avenue measures only 46-½' wide at El Capitan, Horse Drive measures 45' and Brent Lane measures only 39' of blacktop, contrary to the traffic study's stated 60 feet. Brent Lane is even narrower to the west at the approach to Bilbray Elementary School. While 6 to 8 lanes of traffic are planned for Fort Apache along these connectors, only one lane of traffic is possible in each direction on Brent Lane due to its width and the proposed inclusion of a turn lane. No additional future control infrastructure (pole mounts, cabling, etc.) is proposed by the traffic study at this intersection. I believe this may be an oversight. I ask you to consider whether this is appropriate planning, and make appropriate requirements on and conditions to any approvals voted on today. A 40' collector is inadequate for additional traffic to the east from the Projects.

2. Moreover, Brent Lane is the main pedestrian, bicycle and school bus route for Bilbray Elementary School, and to some extent for Scherkenbach Elementary school immediately to its north. These are partner schools serving the area without regard to any geographical boundaries served by a particular school. 25 MPH flashing school zone lights and markings cross El Capitan at Brent Lane into the rural neighborhood to the east. The line of waiting vehicles for student drop-offs extends from Bilbray's parking lot halfway to El Capitan (between ¼ and ½ mile) each morning. Afternoon brings similar traffic for picking up students, though speeds increase as the grade is downhill toward El Capitan and the 15 MPH school zone ends. Much of this traffic flows onto El Capitan and out to the surrounding areas served by the

schools. My 3 children walk home each day from Bilbray Elementary on Brent Lane across Fort Apache, as do at least 100 other neighborhood children. Bicycle lanes on Brent Lane from Bilbray Elementary east to El Capitan would be an improvement, though with the current amount of traffic and additional traffic from the Projects it is doubtful in my mind that school kids riding bikes would feel a far greater measure of safety. This would bring usable width of Brent Lane down to approximately 30 feet.

3. According to the Traffic Network document in the traffic study, vehicle access to Project parcel NN is proposed at Brent Lane directly across from the parking area of Bilbray Elementary. This parcel is designated for high density mixed residential and commercial zoning. Considering the actual width of Brent Lane at this point and the presence of overflow parking along this street during school hours each day I would ask that the council consider removal of this new intersection and require vehicles to access Brent Lane only by way of the larger collectors of Fort Apache on the east, Sky Pointe on the south, or Tee Pee on the north. In addition, a nice buffer wall and landscaping would be a wonderful addition.

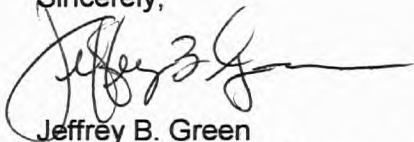
4. The north-south traffic from these and the other noted collector streets funnels down to El Capitan, which is a half-section-line road ½ mile to the east of the Project. It currently has no traffic controls on the approximately 1.6 miles between Grand Teton Drive and Ruston Road. The lack of traffic controls in this corridor greatly influences vehicle speed, which averages 10 MPH above the 35 MPH posted speed in both directions. All collector traffic from the neighborhoods west of El Capitan travels this roadway to/from both US95 and the retail and commercial center at Farm and Durango. Between Durango and Racel, the road consists of 4 lanes with a center turn lane. At Racel, the center turn lane disappears due to a narrowing in the construction. At Horse Drive the fully developed nature of the roadway changes to single-side improvements on the developed west side and no improvements along the rural county property on the east, and the two northbound lanes merge into one lane. At Brent Lane, northbound traffic turning toward the schools must yield to 2 southbound lanes, which are usually quite busy due to the number of vehicles returning southbound from Scherkenback by way of Iron Mountain. 1-½ blocks to the north one of the southbound lanes disappears, and El Capitan reaches 2 lanes with a width of only 23-25 feet between Iron Mountain and O'Hare Avenue (with 45-50 MPH traffic). Until now this pattern has adequately served the area neighborhoods. However, as traffic to the east from this development is a stated assumption of the Project's plan, I strongly urge and request the council to require widening of El Capitan and additional traffic controls on this route as a condition to any approvals given today.

5. The December 15 Addendum #1 shows the phasing patterns anticipated by the developer. To the credit of the developer the northernmost phases are scheduled for first development, but page 1 of the Addendum states "the order of phases is very preliminary and may change." I believe that traffic from the middle and southern Project Parcels HH/II, LL, MM, NN, OO and PP will likely seek a southern entrance to US 95. When the intended direction of freeway travel is to the south, most people will seek a freeway access point roughly perpendicular to or to the south of their location. These phases are designated E-III and E-IV. As no schedule is provided for phase construction by the developer, it is difficult to determine whether the anticipated completion of the Horse Drive Interchange and other project roadways will be ready to carry traffic when any E-III or E-IV phase opens (as addressed by Mr. Schroder in Comment 1 of the addendum letter, which received no satisfactory answer). If the new routes are not ready, drivers in this area will be moved west and north to US 95 southbound access at the Kyle Canyon interchange, or limited to follow the existing "connectors" to El Capitan and use the Durango Road route to access shopping and US 95. Given the options, which route do you believe they will take? During peak hours it now requires 3 to 4 traffic signal cycles to access

Durango from El Capitan. The recently approved special use permit addition of retail space (Lowe's) at the northwest corner of this intersection may actually add to the traffic flow problem. Completion of phases or re-ordering of phase rollout without necessary improvements will add a great deal of congestion along El Capitan and collector streets mentioned by the traffic plan. As the Horse Drive Interchange is estimated for completion in mid-2009, wouldn't it make sense to require adequate infrastructure improvements be in place before allowing occupancy of these phases?

This summarizes my concerns. Your consideration of these points and requests would be most appreciated, and of great assistance to the current homeowners and residents of these neighborhoods.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey B. Green', with a long horizontal flourish extending to the right.

Jeffrey B. Green
8916 Wolf Dancer Avenue
Las Vegas, NV 89143
(702) 592-2323

YAHOO! MAIL

Print - Close Window

From: "Rita Phillips" <bbrph1@cox.net>
To: Councilman-SRoss@LasVegasNevada.gov
CC: NWRRGLV@yahoo.com
Subject: RE:zon-2053 and dir-21605
Date: Wed, 16 May 2007 10:00:59 -0700

I have been a resident since 1981, and have lived up in the North West since 1999. I married in 2001 both my husband and I have been blessed to live in an area where there is no Casinos. The Spring Mountain Ranch Community has experienced a great amount of growing pains since it was established. The DOT did not and has no great plan to get the resident in and out of our community in a safely manner. We are experiencing major accidents in on our residential streets. Many of us who live in Spring Mountain Ranch Community have petitioned not to have Condos nor Apartments in our community because it will depreciate the value of our homes as well as the community. We are requesting that you vote NO to the rezoning of the North West for some 50, 000 more people. It does not make sense to build 16,000 residence and a casino on 1,700 acre. Stop it NOW!! We ask that you support the Residence that live in an area of No Apartments and a Casino Free Life Style. We are a Unique Community and wish to stay this way!! We have enjoyed our life style knowing that we are on the out skirt of town.

Sincerely,

Bill & Rita Phillips
8941 Iron Hitch Ave.
Las Vegas, NV 89143

Submitted at City Council

Date 5/16/07 Item 94, 95, 73

YAHOO! MAIL

Print - Close Window

From: katieandken@att.net
To: Councilman-sross@LasVegasNevada.gov
CC: NWRRGLV@yahoo.com
Subject: Kyle Canyon Development
Date: Wed, 16 May 2007 17:31:23 +0000

Dear Sir:

I live near El Capitan and Brent and love my neighborhood. My husband and I have felt safe and comfortable here as we raise our 5 children. I have so far been pleased with the way the surrounding community has developed and look forward to continued maturation of the area.

I am alarmed, however, with information regarding the Kyle Canyon Development agreement that will affect and impact me, my neighborhood, and my community. As a citizen of this area, I would like the opportunity to have input on matters that will affect me and my family.

I am requesting that the matter be held for at least 75 days to allow for public hearings and input. I believe the plans which include dense residential areas and a casino are inappropriate for this area and need to be revised. I would appreciate the opportunity to see the plans that are in place before the projects move forward.

If residents of an area are to feel invested in their community, they need to be heard in matters that impact them, such as this.

Respectfully,
Katie Craig
8912 Wind Warrior Ave.



Print - Close Window

Subject: FW: Kyle Acquisition Group LLV Development Agreement**Date:** Wed, 16 May 2007 06:46:49 -0700**From:** "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM>**To:** nwrrglv@yahoo.com

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone (702) 247-4661
Direct E-mail address: jtaylor@rvcdlaw.com

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-----Original Message-----

From: MayoDeRiso@aol.com [mailto:MayoDeRiso@aol.com]**Sent:** Tuesday, May 15, 2007 4:54 PM**To:** sross@lasvegasnevada.gov**Cc:** ltarkanian@lasvegasnevada.gov; ogoodman@lasvegasnevada.gov; lbrown@lasvegasnevada.gov; lweekly@lasvegasnevada.gov; swolfson@lasvegasnevada.gov; greese@lasvegasnevada.gov**Subject:** Kyle Acquisition Group LLV Development Agreement

Dear Councilman Ross;

I'm writing because I will be out of town on business Wed. for the City Council hearing, but I wanted to voice my objection to Section 3.6, page 15 of the Development Agreement between the City of Las Vegas and Kyle Acquisition Group, LLC (Focus). This section allows for a Gaming Enterprise District Hotel/Casino. In order for Focus to gain entitlement for a non-restricted gaming district, they must go through a public hearing process. SB208 does not allow for proper notification (2,500 feet) from the proposed property line of the establishment. Typically at the time of the entitlement request no one lives that close to the property line. But please be advised that Northwest Residents for Responsible Growth will make sure proper notification will be given to the entire Northwest area. In addition, should the City Council grant the entitlement in the wake of public opposition, we will appeal it according to Sec.8 (a) of SB208.

I, like many residents of the Northwest moved here because there are no casino's north of Ann Road. We don't have Taverns on every corner due to the Town Center zoning, which equates to a better quality of life for our families. A casino in a densely populated development (16,000 homes) like Focus is proposing will effect the quality of life of those who live there and in the surrounding areas. It makes no sense to approve a business in the middle of a community that serves FREE liquor 24/7. If you truly believe this development is a solution to affordable housing, which means lots of young families and children, then how can you approve a Gaming Enterprise District? Neighborhoods continually protest new casino's, but they still appear in every Focus development agreement.

I would like to see the City Council make it easier on all of us by simply excluding this section from the development agreement. We can all avoid lengthy petitions, hours of meetings, and of course the

onslaught of the press. The Northwest has the opportunity to distinguish itself from the rest of the valley by holding claim to the one area of town where people don't live within 3-miles of a casino. People should have a choice in a community and its composition and I can tell you first hand from walking my community; the majorities of the people like being casino free!

Thank you for your consideration in this matter. I have copied your fellow council members also, hoping if you agree with me, you can garner the votes to exclude the Gaming Enterprise District from the Development Agreement.

Kindest Regards,

Lisa Mayo-DeRiso
Member
Northwest Residents for Responsible Growth

See what's free at [AOL.com](http://www.aol.com).



Print - Close Window

From: "brian and dawn harrison" <jennasmommy@earthlink.net>

To: Councilman-sross@LasVegasNevada.gov

Subject: Kyle Canyon/Needs to be read immediately

Date: Wed, 16 May 2007 01:43:12 -0700

Dear Councilman Ross,

My husband & I are extremely concerned about the proposed Kyle Canyon Development by Focus Group. I would have attended the City Council hearing tomorrow at 1:00 p.m. to voice our concerns regarding this issue, but I have an appointment at that time which I am unable to change. Therefore, I do request that you print out this e-mail & share our concerns during the meeting with the other Council members, on record.

We are especially concerned that this proposal was going to be addressed with no previous notice to the citizens who will be directly affected by this proposed development. It is obvious that Focus Group is well aware that the development, as planned, would *not* be acceptable to the residents in the Centennial Hills (& perhaps the Summerlin) area, as they attempted to have this issue put through on a fast-track at tomorrow's meeting. That tells us that there are *numerous* negative aspects to this planned development. We are wondering how this could have occurred with your knowledge, as one of your campaign promises stated that, "Neighbors must be listened to when development can change a neighborhood." Since we assume that you would never knowingly break a campaign promise, we trust that any lack of public notification of this planned development was an oversight on your part.

We also assume that you will naturally oppose the passage of the Kyle Canyon Development Agreement, based on your campaign promises, & request that the issue be postponed for at least 75 days to allow for public hearings and input. As citizens of your Ward, we demand appropriate notice of such a development, so that any residents who choose to are allowed to voice their opinion *before* the City Council meets to approve this development contract. We also demand that our concerns be addressed and rectified, if such proposals greatly negatively affect our area. As taxpayers, we *absolutely* demand and deserve to have input into the contract terms.

It is possible that the development could still be approved, IF certain issues in the proposal are either completely removed, or are changed to our satisfaction. However, we as citizens and taxpayers should *never* be blind sided as we were with this proposed development. In reviewing the proposal, my husband and I are immensely concerned about several issues.

One, the fact that a *casino* is planned just *floors* us. Having the number of people who will live in this new community increasing the traffic in our area will be bad enough. But, to even *consider* building a casino is outrageous! This area cannot handle the massive increase of traffic that will come, not just from the residents of the community, but from all the other people driving from the rest of the valley, just to visit the casino. Additionally, casinos do bring with them the undesirable element. There are times when a proposal should be refused, *regardless* of how much money that proposal would bring. This should be one of those times.

Two, the amount of homes proposed in the acreage amount is ridiculous. It's not that hard to determine what is going to occur with these homes. They will be lower-cost homes, which will result in a domino-type effect indicative of lower income areas. Frequently, the people who can afford these homes are of a lower-income status. I am sure you are aware of what lower-income homes tend to bring, over a period of time. The decline will of course not happen immediately, but it will most likely occur, over time. The Centennial Hills & Summerlin areas are, by and large, inhabited by people of a little higher income set. We are proud of our area, and take good care of our homes, and the surrounding area. And I am not saying, by any stretch of the imagination, that we are all rich and snobby. Far from it - my husband and I have a very modest home, just 3 bedrooms & 2 baths, 1560 square feet (I believe), & a very small amount of acreage, about 1/4 of an acre. And trust me, we are not rich! However, we are very proud of what we do have, & work to keep it nice. And we're sure lower-income people do not intend to have their homes fall in disarray, but financially, they do not necessarily have the funds to keep their homes in tip-top shape, especially over a long period of time, & that is how the decline occurs.

Third, we do not appreciate the fact that there is no public review process planned for the future development of Kyle Canyon. We really have no idea how any development which negatively affects thousands of people would be able to be approved without the input of those people, either immediately, or in the future. Therefore, we trust that as our City Councilman, you would never allow this to happen to your constituents; that you will absolutely refuse to pass this proposed development agreement until we are all notified, & we have the opportunity to respond, by having public hearings, & by welcoming input. Please do not hesitate to contact us at the number below, if you have any questions.

Thank you very much for your time and consideration,

Dawn & Brian Harrison
8205 Rusty Sandstone Ct
Las Vegas NV 89131-1439





Print - Close Window

From: "SAMANTHA ADKINS" <samadkins@hotmail.com>
To: councilman-ross@lasvegasnevada.gov
CC: nwrrgiv@yahoo.com
Subject: Kyle Canyon Development
Date: Tue, 15 May 2007 23:31:59 +0000

Councilman Ross,

I'm asking you that you stand by one of your fundamental campaign promises that: "Neighbors must be listened to when development can change a neighborhood". We as citizens and taxpayers deserve to have input into the Kyle Canyon Development. We would like meetings with the developer and work sessions to be able to work through the issues below. one by one.

- 1.The density is to great they want to build 16,000 homes in under 1,700 acres.
- 2.Traffic in the Northwest will reach gridlock conditions
3. The parks and open space are completely insufficient at only 6% of the palnned community.
4. The Development Agreement does not provide for sufficient infrastructure, such as schools, and fire and police stations.

Thank you,
Samantha Adkins resident of the Northwest

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YAHOO! MAIL

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Date: Tue, 15 May 2007 13:22:56 -0700
From: bandpmc13@cox.net
To: councilman-sross@LasVegasNevada.gov
Subject: Zon-20543 and DIR 21605
CC: NWRRGLV@yahoo.com

It was a pleasure to meet you at the meeting about the dog park. I just received notification, however, of the subject planned development. I am extremely concerned that no one has let the residents know about this or asked for opinions. However, I will give you our opinion: This should be stopped for the following reasons:

The NUMBER 1 reason is within the next 9 years we will be running out of water. It's unimaginable how much water this type of project would need. These developers come in here and build these massive projects and then leave. They have no concern over our water issues.

2. The density is too great - 16,000 homes in under 1700 acres.
3. A Casino is planned as the centerpiece of the town center area of this community.
4. The parks and open space are completely insufficient at only 6% of the planned community.
5. Heights of structures in the Town Center (160) feet and Urban Mixed Use (80 feet) areas are excessive.
6. No public review process for the future development in Kyle Canyon is contemplated.
7. The Development Agreement does not provide for sufficient infrastructure, such as schools, fire and police stations.
8. The Development Agreement doesn't allow for sufficient buffering between uses or require compatibility with existing uses.
9. Traffic in the Northwest will reach gridlock conditions and there is insufficient public transportation in the northwest.

Both mostly WHAT ABOUT THE WATER???????

Bob and Pat McKenzie
9001 Silk Bonnet Court
Las Vegas, NV 89143
.

Susan J. Glass

From: Jennifer L. Taylor
Sent: Wednesday, May 16, 2007 9:58 AM
To: Susan J. Glass
Subject: FW: Kyle Canyon Development


Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone (702) 247-4661
Direct E-mail address: jtaylor@rvcdlaw.com

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-----Original Message-----

From: Fred Herr [mailto:fredlh@hughes.net]
Sent: Tuesday, May 15, 2007 7:04 PM
To: Councilman-sross@LasVegasNevada.GOV
Cc: Jennifer L. Taylor
Subject: Kyle Canyon Development

Councilman Ross:

I want to thank you for having your ear tuned to your constituents' concerns. To my untrained eye, this Kyle Canyon plan has all the earmarks of uncontrolled growth. Or, to put another way, the developer is saying 'let's do it because we can'!

My initial response is outrage for all the obvious reasons. However, rather than attempting to back door the development, the Focus Group must be persuaded to include its neighbors in the decision making process. We must be made aware of their plans for the Urban Mixed Use areas adjacent to the two elementary schools, Bilbray and Scherkenbach.

The idea of 16,000 homes, and a casino complex, on 1700 strikes me as rather ludicrous. Cattle have more room for maneuvering than that. Keep in mind I do not mind maximizing one's investment, but there should be

5/16/2007

limits. My bottom line to this situation is to get the process out in the open for everyone's benefit, just like we did with the work at Durango and Grand Teton.

Thank you,
Fred Herr
8213 Old Cistern Ct.
702.622.9777



Print - Close Window

From: "David E. Leonard" <Daneheart@cox.net>
To: Councilman-sross@LasVegasNevada.gov
CC: NWRRGLV@yahoo.com
Subject: Proposed Kyle Canyon Development
Date: Tue, 15 May 2007 20:57:38 -0700

Dear Councilman Ross:

I would like to voice my concerns about the proposed development of the Kyle Canyon area. My main objection is actually two fold: first, the number of people who would be moving into the area, and second, the hotel/casino.

When I moved to this part of the city four years ago, traffic was heavy but reasonable, the neighborhood was quiet, shopping was enjoyable, etc. Now, I dread having to go out of my home to go anywhere because the traffic is so congested. This is due to the development of the areas to my north and across Rt. 95 to the west. Traffic the new Mall will bring must also be considered, since construction has started on it by the new hospital. Also, a new Lowes was just approved for construction just down the street at the corner of Durango and El Capitan. Further "improvement" to the area without addressing the constantly increasing traffic is foolish. Southbound 95 at 7am is moving at a crawl through the curve by Santa Fe Casino. If this proposal is approved, it won't be moving at all without widening the highway first. The highway was adequate four years ago, but not now.

I am totally opposed to a hotel/casino in this area since Santa Fe is only 10 minutes away, Texas and Fiesta casinos just a few minutes more, and even Red Rock and Rampart Casinos only about 20 minutes. I also believe a casino might bring crime to the area and lower our property values. I would like the opportunity to get more information before this comes before council. I don't think enough notice was given to allow for the general public to make their opinions known. Please ask council to postpone their consideration of this proposal to allow for public hearings, so we may make our concerns known to council. Once this is approved, there is little that can be done to stop such a major change to our neighborhood.

Sincerely,

David E. Leonard
8909 Little Horse Ave.
Las Vegas, Nv 89143
E-mail Daneheart@cox.net



Print - Close Window

From: "Ken Clerke" <kennygps@cox.net>
To: councilman-sross@lasvegasnevada.gov
CC: nwrrglv@yahoo.com
Subject: Kyle Canyon Development Concerns
Date: Tue, 15 May 2007 19:18:51 -0700

Dear Councilman Ross:

We are extremely concerned about the current Kyle Canyon Development plans that are passing through the City Council, especially the proposed apartment housing planned for the lot on Brent Lane & Fort Apache Rd. across from the Bill Bray Elementary school.

When we purchased our home two years ago we were told that a park and single family homes would be developed on the lot. One of the reasons we chose to live in the Northwest was that it was a quiet area that we could raise a family in. It also had and still has a low to non-existent crime rate with little traffic congestion.

My husband and I are very concerned about the way in which this proposed development is being covertly put through the planning process without regard for the concerns of local area residents who will be directly affected by this project in a negative way. It's a well known fact that where there are high density housing projects there is an increased incidence of crime, drug traffic and violence. All of which do not need to be located so close to both area schools.

At the Spring Mountain Ranch HOA meeting that you attended earlier this year, you told us all that there was "No Way" that this proposed project would be allowed to go through in your district. It seems to us that possibly you have decided not to fight as hard against this project as you had lead us to believe.

What do you propose that we do as concerned citizens to STOP the advance of this project?

Sincerely,
Ken and Fiorella Clerke
9104 Big Plantation Ave
Las Vegas, NV 89143

-----Original Message-----

From: Fred Herr [mailto:fredlh@hughes.net]

Sent: Tuesday, May 15, 2007 7:04 PM

To: Councilman-sross@LasVegasNevada.GOV

Cc: Jennifer L. Taylor

Subject: Kyle Canyon Development

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Thank you,
Fred Herr
8213 Old Cistern Ct.
702.622.9797

YAHOO! MAIL

Print - Close Window

Subject: FW: Kyle Canyon Development
Date: Tue, 15 May 2007 21:33:41 -0700
From: "Jennifer L. Taylor" <jtaylor@RVCDLAW.COM>
To: nwrrglv@yahoo.com

Wendy:

Here's another email for the file.

Sincerely,
Jennifer L. Taylor
Robertson & Vick, LLP
401 N. Buffalo Dr., Suite 202
Las Vegas, NV 89145

Office Phone (702) 247-4661
Direct E-mail address: jtaylor@rvcdlaw.com

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CITY COUNCIL MEETING OF
May 16, 2007
COMBINED VERBATIM TRANSCRIPT FOR ITEMS 73, 94 AND 95

1 **Item 73 – Discussion and possible action regarding the Parks Agreement between the City**
2 **of Las Vegas and Kyle Acquisition Group, LLC, on approximately 1,712 acres at the**
3 **southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-001-001 and 002;**
4 **125-06-002-001, 002, 003 and 009; 125-07-101-001 and 002; 125-07-201-001 and 002; 125-**
5 **07-301-001 and 002; 125-07-401-001 and 002; 125-07-501-001 and 002; 125-07-601-001 and**
6 **002; and 126-12-000-001) – Ward 6 (Ross)**

7 **Item 94 – DIR-21605 - PUBLIC HEARING - KYLE ACQUISITION GROUP, LLC -**
8 **Consideration and possible action regarding the Development Agreement for the Kyle**
9 **Canyon Development on approximately 1,712 acres at the southwest corner of Fort Apache**
10 **Road and Moccasin Road (APNs 125-06-001-001 and 002; 125-06-002-001, 002, 003 and**
11 **009; 125-07-101-001 and 002; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-**
12 **401-001 and 002; 125-07-501-001 and 002; 125-07-601-001 and 002; and 126-12-000-001),**
13 **Ward 6 (Ross) and**

14 **Item 95 – ZON-20543 - PUBLIC HEARING - APPLICANT/OWNER: KYLE**
15 **ACQUISITION GROUP, LLC - Request for Rezoning FROM: R-E (RESIDENCE**
16 **ESTATES) AND U (UNDEVELOPED) TND (TRADITIONAL NEIGHBORHOOD**
17 **DEVELOPMENT) LAND USE DESIGNATION] TO: TD (TRADITIONAL**
18 **DEVELOPMENT) on 1,712 acres at the southwest corner of Fort Apache Road and**
19 **Moccasin Road (APNs 125-06-001-001 and 002; 125-06-002-001, 002, 003 and 009; 125-07-**
20 **101-001 and 002; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-401-001 and**
21 **002; 125-07-501-001 and 002; 125-07-601-001 and 002; and 126-12-000-001), Ward 6**
22 **(Ross).**

23
24 **Appearance List:**

25 OSCAR GOODMAN, Mayor

26 TOM PERRIGO, Deputy Planning and Development Department Director

27 JAMES B. LEWIS, DEPUTY CITY ATTORNEY

28 BEVERLY BRIDGES, City Clerk

29 MARK FIORENTINO, Attorney on behalf of Kyle Acquisition Group, LLC

CITY COUNCIL MEETING OF
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COMBINED VERBATIM TRANSCRIPT FOR ITEMS 73, 94 AND 95

30 STEVEN ROSS, Councilman
31 RICK GRACIA, Fire Marshall, Department of Fire and Rescue
32 LOIS TARKANIAN, Councilwoman
33 TOM McGOWAN, Las Vegas resident
34 JENNIFER TAYLOR, 8158 Hawk Clan Court
35 ALEX McKYTON, 9033 Big Plantation Avenue
36 EILEEN McKYTON
37 KENNETH CLERKE, 9104 Big Plantation Avenue, Las Vegas, Nevada
38 JEFF GREEN, 8916 Wolf Dancer Avenue
39 WENDY HEMMINGWAY WARM, 8920 Pine Mission Avenue
40 YALE YONDALE, Las Vegas resident
41 STEVE WOLFSON, Councilman
42 LARRY BROWN, Councilman
43 GARY REESE, Councilman
44
45 I hour 30 minutes
46
47 Typed by: Carmel Viado; Angela Crolli; Gabriela Portillo-Brenner; Lean Coleman
48 Proofed by: Lean Coleman, Angela Crolli, Vicky Darling, Carmel Viado

CITY COUNCIL MEETING OF
May 16, 2007
COMBINED VERBATIM TRANSCRIPT FOR ITEMS 73, 94 AND 95

49 **MAYOR GOODMAN**

50 All right. Item 94 is DIR-21605. Gonna be a public hearing. The Kyle Acquisition Group, LLC,
51 consideration and possible action regarding the development agreement for the Kyle Canyon
52 Development on approximately seventeen hundred and twelve acres at the southwest corner of
53 Fort Apache Road and Moccasin Road, Ward 6.

54 And Item Number 95, ZON-20543. Also a public hearing. Same applicant/owner. Request for a
55 rezoning from R-E (Residence Estates) and U (Undeveloped) TND (Traditional Neighborhood
56 Development) Land Use Designation to D, TD (Traditional Development) on seventeen hundred
57 and twelve acres at the southwest corner of Fort Apache Road and Moccasin Road. This is in
58 Ward 6. Mr. Perrigo.

59

60 **TOM PERRIGO**

61 I – think Mr. Lewis is –

62

63 **MAYOR GOODMAN**

64 Mr. Lewis.

65

66 **JAMES LEWIS**

67 Mr. Mayor, there was a park agreement on the morning agenda. We'd also like to have that read
68 into the record –

69

70 **MAYOR GOODMAN**

71 Which – is that?

72

73 **BEVERLY BRIDGES**

74 Number 73 –

75

76 **JAMES LEWIS**

77 That is Item 73, Sir.

CITY COUNCIL MEETING OF
May 16, 2007
COMBINED VERBATIM TRANSCRIPT FOR ITEMS 73, 94 AND 95

78 **MAYOR GOODMAN**

79 All right. I'll read that.

80

81 **JAMES LEWIS**

82 And –

83

84 **MAYOR GOODMAN**

85 Seventy-three is discussion and possible action regarding the parks agreement between the City
86 of Las Vegas and Kyle Acquisition Group, LLC, on approximately seventeen hundred and twelve
87 acres at the southwest corner of Fort Apache Road and Moccasin Road in Ward 6.

88

89 **JAMES LEWIS**

90 And Mr. Mayor, and I've talked a lot and I, if I can just ask one more favor –

91

92 **MAYOR GOODMAN**

93 Certainly.

94

95 **JAMES LEWIS**

96 When we're done with the item and this Board is going to vote, could we vote on the park
97 agreement first –

98

99 **MAYOR GOODMAN**

100 All right.

101

102 **JAMES LEWIS**

103 – the development agreement second –

104

105 **MAYOR GOODMAN**

106 All right.

CITY COUNCIL MEETING OF
May 16, 2007
COMBINED VERBATIM TRANSCRIPT FOR ITEMS 73, 94 AND 95

107 **JAMES LEWIS**

108 – and the zoning third.

109

110 **MAYOR GOODMAN**

111 Fine.

112

113 **JAMES LEWIS**

114 Thank you, Sir.

115

116 **MAYOR GOODMAN**

117 Mr. Perrigo.

118

119 **TOM PERRIGO**

120 Mr. Mayor, members of the Council, Tom Perrigo, Planning and Development Department. A
121 lot of what I was gonna talk about has already been covered this morning, so I'll try to keep my
122 comments to the things that we haven't talked about which is some of the details of this
123 community. First off, I'd like to say that the design guidelines and the development agreement
24 before you do meet all the requirements of traditional development zoning in Title 19.
125 Additionally, this is, as been said before, one of the most comprehensive planned projects you've
126 ever seen before you. A lot of thought and detail has been put into this particular project and
127 more participation from a cross-section of the departments that I think any other master plan that
128 we've done before. The reason for that is because of the resolution that was adopted back in
129 2004 set out a path for a new type of development that's taken an enormous amount of – effort
130 and – I think what we're delivering today meets those expectations.

131

132 **MAYOR GOODMAN**

133 Yes.

CITY COUNCIL MEETING OF
May 16, 2007
COMBINED VERBATIM TRANSCRIPT FOR ITEMS 73, 94 AND 95

134 **TOM PERRIGO**

135 So I will skip directly to some of the details within the plan. The – plan and the development
136 agreement provide for safety, for fire safety by sprinkling all units. We've heard that before.
137 That's the first time in the City of Las Vegas. Contributes one million dollars towards a fire
138 station. Contributes two hundred eighteen dollars per unit towards a Metro station. Provides for
139 over two hundred eighty four acres of parks, trails, transit and schools as follows: ninety-three
140 acres of active recreation areas, twenty-two of which are part of the open space arroyo system,
141 fifty acres of preserved open space natural areas, seventy-two acres for one elementary school,
142 one middle school and one high school, eighty-nine acres of landscaped common areas and trails,
143 and two point five acres for transit center. The plan also calls for ten million dollar contribution
144 to an overpass of Kyle Canyon Road.

145 The community design lines, community design guidelines include provisions for connectivity
146 and walkability. Houses must front or side onto all neighborhood or village streets. Dominant
147 features of a typical street scene are trees and landscaping that separates sidewalks from cars.
148 Architectural features on the front of the homes that include balconies, porches and courtyards,
149 deemphasizing garages. They have to be setback from the front of the house. All of this creates
150 a very pedestrian-friendly environment. A diversity of product types is required with different
51 elevations, colors and architectural features. Block lengths will be considerably shorter than
152 typical, and there are required pedestrian and auto connections between builder pods. There's a
153 limit on the number of cul-de-sacs and each cul-de-sac must end with a pedestrian connection to
154 a trail or an adjacent street. There's a limit on the number of gated communities. All homes will
155 be within a quarter mile of a park or open space. And there's a requirement for a mixed-use
156 village.

157 Green building is a major component of this program. The standards that were prepared or the
158 resolution was adopted, obviously prior to the recently adopted green building program, so we
159 worked towards a plan that's very consistent with the green building program and, in fact, these
160 standards achieve approximately ninety percent of what the green building standards require.
161 And additionally, all sixteen thousand homes are required to be built to the Southern Nevada
162 Water Authority WaterSmart Home standard.

CITY COUNCIL MEETING OF
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163 We believe that this, these provisions meet the expectations of the resolution and that the
164 documents meet the requirements of the traditional development zoning in Title 19 and staff
165 recommends approval. There are a couple of, I handed out a sheet with, I believe, about six or
166 seven amendments to the design guidelines and development agreement and with that, staff
167 would recommend approval. And I believe the applicant wants to go over the plan as well.

168

169 **MAYOR GOODMAN**

170 Very good. Thank you, Mr. Perrigo. It's okay. Everything is all right.

171

172 **MARK FIORENTINO**

173 Good afternoon. Oops. Good afternoon again, Your Honor, members of the Council. Thank
174 you again for your time on the previous matter and – for your time to consider this plan today.
175 My name is Mark Fiorentino. I represent the master developer. I will be very short. I think we
176 prefer to answer your questions and – address issues that you may have. I – really do think we
177 need to sincerely thank and honor your staff for the amount of time and effort that they put into
178 this project –

179

80 **MAYOR GOODMAN**

181 No kidding?

182

183 **MARK FIORENTINO**

184 It has been an extremely collaborative effort, an extraordinary amount of time and dedication
185 making this everything that you envisioned when you adopt the resolution and more. You,
186 people represented from every department in the City, the Manager's Office, the Public Works
187 Department, the Planning Department, the Parks Department, the Building and Safety
188 Department, the City Attorney's Office, the Clerk Department, I mean, every department in your
189 City has spent a substantial amount of time making sure they were coordinating together and
190 coordinating with us to make this the master plan that you envisioned. And they really desire a
191 tremendous amount of credit for that.

CITY COUNCIL MEETING OF
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COMBINED VERBATIM TRANSCRIPT FOR ITEMS 73, 94 AND 95

192 Throughout that whole process, it has always been, you need to know this, Your Honor, a
193 courteous and professional advocates for the City. We have a plan that we both support, we're
194 both very proud of, but that's because they did their job and they did it in a very professional and
195 courteous manner. They deserve a tremendous amount of credit.

196
197 **MAYOR GOODMAN**

198 Well, that's why I turn to Ms. Fretwell, to ask her opinion, because I know how much effort she's
199 put in and supervise the other City employees, as far as reaching this end result.

200
201 **MARK FIORENTINO**

202 Very brief summary of the plan that's in front of you. The yellow areas, there are essentially
203 three land-use categories shown on this plan. Let me take that back. There are four land-use
204 categories on the plan. The green and blue make up one of them, those are the public facilities.
205 As your staff pointed out, there's a high school site, a (sic) elementary school site, a middle
206 school site, a transit site, that's very important. We agreed to dedicate at no cost to the RTC land
207 sufficient for building a transfer station for whatever ultimate public transportation route they
208 have out here. The green on the plan indicates open space and parks. Wherever you see
09 community or CC on one of the parks, that stands for community center. That is a substantial
210 difference between this plan and others that I've seen. Every one of those parks will have a
211 community center and a pool which, obviously, is more expensive to build than the traditional
212 open space and parks that you've seen before. The dotted lines on the plan are trail and walkway
213 systems that tie the – whole projects together. The yellow color is the neighborhood residential.
214 Obviously, neighborhood residential dominates the plans on – the plan on both sides of US 95.
215 The overall density in those yellow areas, this is very important, Your Honor, is not substantially
216 different than what you've approved in other master plans in the community. They are almost
217 identical to it, for example, to the overall average density in that yellow area, to the Providence
218 Master Plan community south of this.

219 The other two colors on the plan are the urban mixed-use. This is intended to be, provide a
220 mixed-use environment but more in the neighborhood commercial realm where we're mixing

CITY COUNCIL MEETING OF
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221 potentially some commercial with housing, but it's less than, intense than what you would see in
222 the brown. The brown depicts what was very important in the resolution and the process that led
223 up to it which was to create a town center environment here that's more mixed, that is also
224 mixed-use, but more intense in terms of both its uses and its density. And so that's what the
225 brown is on the plan. Again, all tied together with a very systematic, sophisticated, integrated
226 system of – roadways and open space components.

227 This green right here, I think, is – substantial and merits particular attention today. Those are
228 natural arroyos that we are going to preserve, instead of filling them in and developing over the
229 top of 'em, and build into the (inaudible) open space plan. This doesn't quite show it, but this is
230 more than just open space. It's usable, especially at the top. There are pocket parks and trails
231 built all the way around it. And so that was a key component of your resolution and it was a –
232 key component of what went into the overall design of this master plan. I'm sure you're gonna
233 have numerous questions and there may be issues to address, but we're happy to handle it in
234 every, any way that you want us to, Your Honor.

235

236 **MAYOR GOODMAN**

237 Okay. Do – the arroyos have water in 'em?

238

239 **MARK FIORENTINO**

240 No.

241

242 **MAYOR GOODMAN**

243 Well, those are dry beds, is that it?

244

245 **MARK FIORENTINO**

246 They are dry beds.

247

248 **MAYOR GOODMAN**

249 But they're natural.

CITY COUNCIL MEETING OF
May 16, 2007
COMBINED VERBATIM TRANSCRIPT FOR ITEMS 73, 94 AND 95

250 **MARK FIORENTINO**

251 They are natural. Public Works will probably correct me if I'm wrong, I think during certain rain
252 conditions they – do carry water, but the vast majority of the time, they are dry.

253

254 **MAYOR GOODMAN**

255 When do you think that this project will be begun, as far as the – first structures on it?

256

257 **MARK FIORENTINO**

258 We're gonna begin the infrastructure components of it, the roadways, certain roadways and –
259 public facilities like flood control protection within the next six months.

260

261 **MAYOR GOODMAN**

262 Where will you start?

263

264 **MARK FIORENTINO**

265 Start building houses?

266

267 **MAYOR GOODMAN**

268 No. Where will you start building on the property?

269

270 **MARK FIORENTINO**

271 That – kinda depends. It – may begin here because this part of the project can very, this is a very
272 generalization, but can rely on the infrastructure, this is Providence Master Plan right here, so it
273 can rely on an awful lot of the infrastructure that's already existing for Providence. Here you
274 have other flood control issues, but if we can work out some of the timing issues, you will see, if
275 we get the perfect world for us, development on both sides of the highway happening at the same
276 time.

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277 **MAYOR GOODMAN**

278 And when do you think that the entire build out will be completed?

279

280 **MARK FIORENTINO**

281 Depends on the market conditions. I would suspect that it is probably no sooner than eight to ten
282 years.

283

284 **MAYOR GOODMAN**

285 Do you think it will be that fast? That's a lot of property.

286

287 **MARK FIORENTINO**

288 Maybe I should have said fifteen to twenty years, no –

289

290 **MAYOR GOODMAN**

291 Well, it's a lot of property.

292

293 **MARK FIORENTINO**

294 Remember I said no sooner than eight to ten years. It may take longer and it probably will take
295 longer.

296

297 **MAYOR GOODMAN**

298 Do you have any idea what the price range of the residences in – the development will be?

299

300 **MARK FIORENTINO**

301 No. Other than to say they will have a, you will have, and that was a key component of the
302 resolution and what is before you today, a complete diversity in housing types ranging from
303 single family homes to condominiums to apartments. So there's going to be available housing
304 for every demographic that exists in the City.

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305 **MAYOR GOODMAN**

306 All right. Any other questions from the Council? Councilman Ross.

307

308 **COUNCILMAN ROSS**

309 Mr. Perrigo, would you approach the microphone there for a minute? I just wanna go over a
310 couple of highlights here. And – I too, Mr. Fiorentino, wish to express my appreciation to – the
311 City staff and all the departments involved here. This has been long and arduous to get to this
312 point. This is by far the most comprehensive and best development agreement that this City has
313 ever created, am I correct, Mr. Perrigo?

314

315 **TOM PERRIGO**

316 Yes, Sir. That's my opinion. We've, we did a tremendous amount of study when we went into
317 this, of all the past development agreements with all the departments and said, let's, this time fix
318 everything that we didn't like about the previous ones. And the result is a very detailed and
319 comprehensive set of documents.

320

321 **COUNCILMAN ROSS**

322 And – likewise, Mr. Fiorentino, your team also needs to be congratulated. To get to this point,
323 many hours on both sides were spent getting to this point, not only with the beltway issue, but
324 with all the rest of these issues. I have, in my hand and for the residents of Ward 6, a stack of
325 emails, a stack of letters, a stack of concerns and a stack of questions and I need you both to
326 stand there while I kinda highlight a couple things. And Mr. Perrigo, you already have, and I'm
327 gonna do it again. Mr. Fiorentino, you have, but I'm gonna do it again for the benefit of those in
328 the community.

329 I have received many letters and emails talking about the Kyle Canyon project. Although there
330 has been a lot, and I'm gonna emphasize, a lot of misinformation, my focus has been on listening
331 to the elements of the plan that were of concern to you, my residents in Ward 6. Someone
332 suggested there wasn't any public safety issues addressed in this agreement and I tend to
333 disagree. This is the only project that is requiring funding for the Centennial Hills police

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334 substation. Of course, our efforts to provide more police officers in the northwest continues.
335 Every building, as someone mentioned earlier, and I think as Mr. Lewis mentioned, every
336 building, not only commercial building (sic), every house, condo and apartment will have a
337 sprinkler system in it. I cannot tell you how paramount that is for our fire and safe, fire and
338 rescue teams. I cannot tell you how important that is for our own public safety. That was huge,
339 Mr. Fiorentino, and I know you guys recognize that and I appreciate the –

340

341 **MARK FIORENTINO**

342 Took us six months to get over that –

343

344 **COUNCILMAN ROSS**

345 I know the –

346

347 **MAYOR GOODMAN**

348 Councilman – Ross –

349

350 **COUNCILMAN ROSS**

351 Your Honor.

352

353 **MAYOR GOODMAN**

354 With your permission –

355

356 **COUNCILMAN ROSS**

357 Please.

358

359 **MAYOR GOODMAN**

360 I'm gonna interrupt you –

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361 **COUNCILMAN ROSS**

362 Please.

363

364 **MAYOR GOODMAN**

365 – because I – asked Chief Gracia to be here today because I asked the question during our
366 briefing yesterday ‘cause I really didn’t understand what these sprinklers meant. And I, I’d like
367 him to give us a one minute description on this –

368

369 **COUNCILMAN ROSS**

370 That would be great, Your Honor.

371

372 **MAYOR GOODMAN**

373 – because it’s phenomenal. What this basically does, folks, is it alleviates from fire and rescue
374 the responsibilities of really spending any serious time on any kind of fires out there. They’re
375 going to be able to concentrate their time on emergen, emergency medical treatment as a result of
376 these sprinklers. Can you tell the folks what – these sprinklers do?

377

378 **RICK GRACIA**

379 Yes, Your Honor. For the record, I’m Rick Gracia, Fire Marshall, Department of Fire and
380 Rescue. And just to be brief, we’re really excited about the opportunity to have an entire
381 community with built-in fire protection for our residents. What happens is we have a passive fire
382 response right now. It’s by luck of the draw if we get notified in time. We start traveling.
383 There’s many other factors in route that will affect our response time and that whole time fire is
384 intensifying and it’s growing and it’s destroying. In many cases, most of our fire fatalities are in
385 homes. By virtually having built-in sprinkler systems, we anticipate that our fire response in this
386 community, will not only be more effective, but it’ll change. The work load will change because
387 it’ll, the sprinkler system in most cases are (sic) gonna put out the fire, we’re gonna have to clean
388 up, but more importantly we’re gonna be able to have reduced cost to response in those particular
389 cases.

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390 **MAYOR GOODMAN**

391 As I understand it, the sprinkler actually, water cascades down and puts out the fire.

392

393 **RICK GRACIA**

394 It's the most efficient technology currently available to suppress fire. It uses far less water. It's
395 dispersed (inaudible) stage. It's virtually full proof and the results in other communities have
396 residential sprinkler (inaudible) are remarkable.

397

398 **MAYOR GOODMAN**

399 All right. Thank you very much. I hope you didn't mind my interrupting you.

400

401 **COUNCILMAN ROSS**

402 No, I'm actually grateful, Your Honor, that you asked the Fire Marshall to come up and speak on
403 that. Good thinking. I, I'm glad you were here. Thank you.

404

405 **MAYOR GOODMAN**

406 Thank you.

407

408 **MARK FIORENTINO**

409 Your Honor and Councilman Ross, I wonder if I can amplify that point for just one second,
410 talking about the benefits that your team negotiated on behalf of the City. Not counting the cost
411 that the Fire Marshall just indicated to you, in savings to the City, this is approximately a forty
412 million dollar cost to Kyle in just the construction cost to have the sprinklers in there. It's a very
413 big deal.

414

415 **MAYOR GOODMAN**

416 It is.

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417 **MARK FIORENTINO**

418 Very big deal.

419

420 **COUNCILMAN ROSS**

421 We arm wrestled at great length, Your Honor. And fortunately I'm a little bigger than Mr.

422 Fiorentino is.

423

424 **MARK FIORENTINO**

425 I always lose those arm wrestling matches.

426

427 **COUNCILMAN ROSS**

428 No, and – the Fire Marshall knows this and my colleagues know this, and staff is probably tired

429 of hearing about, fire stations in the northwest. But I've got to emphasize with forty-eight being

430 built soon, forty-nine coming on line right after that, the Focus Development Group is also

431 contributing one million dollars to an additional fire station in the northwest, which is definitely

432 gonna be needed because of the growth.

433 Schools and – the communications that have gone out to – my com, to my residents and my

434 constituents, talked about no schools. Mr. Fiorentino, you got that map, can you put that map

435 back up there on the – overhead and point those schools out for me again, please.

436

437 **MARK FIORENTINO**

438 They're on the overhead here. Can you see –

439

440 **COUNCILMAN ROSS**

441 Yeah, they're there.

442

443 **MARK FIORENTINO**

444 The schools are, this is a high school site, elementary school site and middle school site. This is

445 existing dual elementary schools, but the new school sites are here, here and here.

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COUNCILMAN ROSS

Definitely necessary and I appreciate the Focus Development Group working with the school district in regards to the needs that are gonna be out there and with – the City staff. Scherkenbach/Bilbray, high priority on my list of concern; number one, traffic and children running around there. There's two sides of that development that are approved, improved right now. This will finish the improvements around Scherkenbach and Bilbray. This will alleviate the necessary flood control issues that those two elementary schools have been faced with. And I'm looking forward that infrastructure, Mr. Fiorentino, being taken care of there for the benefit of our moms and dads picking their kids up and dropping them off. Open space, somebody wrote – me letters said we're not addressing enough open space and I think, Mr. Fiorentino, Focus Development is providing two hundred and eight-two acres, and correct me if I'm wrong, Mr. Perrigo, two hundred and eighty-two acres of open space and you're only required to provide two hundred and forty-five acres. Am I correct?

TOM PERRIGO

That's – close, Councilman. The – two hundred and eighty-two acres what's being provided for open space, parks, trails, schools, all of that. So, you are correct they're providing that and that, all that was expected, the resolution for all of that was two forty-five.

COUNCILMAN ROSS

Okay. And here's one of my favorites, and, if I can find the other notes, the Focus Development will be building the soccer/lacrosse fields next to Bilbray Elementary School first. Am I correct, and I have a note here, something about within a hundred and eighty days, Indian Hills Park?

MARK FIORENTINO

Yeah, the way our, Councilman Ross, the way our Development Agreement works is, if the City does its part, it will, that will definitely be the first park to be built and likely be built before we have any houses in the ground at all.

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474 Let me explain what I mean by the City doing its part. You have to finish the design. You,
475 you've done a part of the design, you need to finish it, as soon as you give us the – finished
476 documents, we have a hundred and eighty days, I think, to finish the park. Or is it to start?

477

478 **COUNCILMAN ROSS**

479 And I bring that up 'cause that –

480

481 **TOM PERRIGO**

482 To start.

483

484 **MARK FIORENTINO**

485 To start.

486

487 **COUNCILMAN ROSS**

488 –'cause that was a huge priority to get more parks built out – as quickly as possible. You
489 committed to it I'll work with the City staff to make that happen so we can get that going.

490

491 **MARK FIORENTINO**

492 I kind of muddled my answer, let me go back to the beginning of the answer, 'cause I think that
493 what's most important is, it will be the first park that will be built and it will be built ahead, in all
494 likelihood, of any of the homes in our development.

495

496 **COUNCILMAN ROSS**

497 Of anything else.

498

499 **MARK FIORENTINO**

500 Of any of the homes that are involved.

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501 **COUNCILMAN ROSS**

502 Of the homes in the –

503

504 **MARK FIORENTINO**

505 Probably not ahead of some of the roads, but –

506

507 **COUNCILMAN ROSS**

508 You're also gonna build a ten-acre little league baseball park. I don't think the residents know
509 that, and some of them did read the developer agreement.

510

511 **MARK FIORENTINO**

512 Is it ten or fifteen.

513

514 **TOM PERRIGO**

515 Twelve.

516

517 **COUNCILMAN ROSS**

518 Are you aware of that, Mr. Fiorentino?

519

520 **MARK FIORENTINO**

521 No, I am. It's more than ten acres.

522

523 **COUNCILMAN ROSS**

524 Is it more than ten acres?

525

526 **MARK FIORENTINO**

527 Yes –, we are building a – little league baseball complex, approximately, let me get you the right
528 map –

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529 **COUNCILMAN ROSS**

530 And –, while you're looking for that, it's important that everybody understands –

531

532 **MARK FIORENTINO**

533 (inaudible)

534

535 **COUNCILMAN ROSS**

536 – we really worked hard in making this a great community. We took that – blank pallet, and we
537 painted it the way we think this community should be built. Focus Development stepped up to
538 the plate. They said yes, they said no; we said yes, we said no, and we're here today with – some
539 great amenities for this community. You have that park picture up there?

540

541 **MARK FIORENTINO**

542 He's, his pen is pointing at it.

543

544 **COUNCILMAN ROSS**

545 His pen is pointing at it. Okay, there's the baseball fields. More soccer/lacrosse fields, more
546 baseball parks. The protection of the arroyos, very important to a lot of environmental folks out
547 there who like hikin' the trails and – taking part of that in their lives. I wanna point out, there's
548 thirteen parks on this, in this community, that the developer is building. There are five
549 community centers. And, Mr. Fiorentino, there's a swimming pool at each community center?

550

551 **MARK FIORENTINO**

552 Yes.

553

554 **COUNCILMAN ROSS**

555 What a great asset in a community. This also, folks, I need you to understand, this is one of the
556 only developments that came in with a traffic study when they didn't have to have it yet. So, we
557 actually have a traffic study, have the traffic study for this entire project. The Kyle Canyon group

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558 is going to spend ten million dollars on the Kyle Canyon Overpass. And you wanna elaborate on
559 that, Mr. Fiorentino, any, or you're just gonna –

560
561 **MARK FIORENTINO**
562 Maybe just a little. It's more than just the overpass. It's the inner improvements that'll both
563 provide an overpass and improve the ramps on and off of US-95 from Kyle Canyon.

564
565 **COUNCILMAN ROSS**
566 On both sides.

567
568 **MARK FIORENTINO**
569 So, it benefits not only your resident, but everybody who uses and lives on Mt. Charleston as
570 well.

571
572 **COUNCILMAN ROSS**
573 That's perfect, because those folks, and you know where a number, where, a main concern of
574 mine, early on in our discussions, and I shared that with you two years ago, about this.
575 We've already recognized in the Master Streets and Highways Plan that they're required to build
576 out the roadways, the street networks, including Fort Apache, Horse and Hualapai. The transit
577 facility, Mr. Fiorentino's already mentioned. A lot of concerns about a casino, and I'm gonna let
578 you point back around where that casino area is, Mr. Fiorentino, so we could talk about that for a
579 minute.

580
581 **MARK FIORENTINO**
582 Well, first, obviously, there is no casino in front of you today. There is –

583
584 **COUNCILMAN ROSS**
585 You – don't have a real project right now, do you?

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586 **MARK FIORENTINO**

587 We have a proposed area where we think the casino should go and – how it would anchor the
588 Town Center, and so forth, but the development agreement doesn't obligate you to make any
589 decisions on any gaming or, it only recognizes that we will file. And there will be public hearings
590 about that. I've already committed to you, and I committed publicly at the Planning Commission,
591 I took down the names of the people who were interested, that we will invite them in and show
592 them the proposed plans before it ever goes to any hearings.

593 But, if we do a casino, and – when we present it to you, it will be in this area here, which will be
594 under what is gonna be the new, or – near, I shouldn't say under, the new Kyle Canyon
595 Interchange. So, it's – tucked up on the, in the northwest area of the plan. It is entirely west of
596 US-95.

597

598 **COUNCILMAN ROSS**

599 And that was important to point out, Mr. Fiorentino, because, in – a lot of the communications I
600 received, folks think we're gonna let a casino be built right next to the elementary schools. And,
601 that –, that's just an absolute falsity, and I want folks to understand that.

602

603 **MARK FIORENTINO**

604 It is false.

605

606 **COUNCILMAN ROSS**

607 Now, this is across the highway. This is very far away, out in the desert, next to the proposed on
608 and off ramps, basically, where the new Mountain's Edge Parkway is gonna be.

609 And this cas, if they do propose a casino, Mayor and Councilmembers, they'll have to bring it
610 back to us. This is something that will require more public meetings, more public input and have
611 to come back before this Council. And, I believe, that should this come back to us, Mr.
612 Fiorentino, you must notice within twenty-five hundred-foot radius?

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613 **MARK FIORENTINO**

614 Under state law, yes; that is correct.

615

616 **COUNCILMAN ROSS**

617 Under state law, not our own local – laws; the state law?

618

619 **MARK FIORENTINO**

620 Yes. The state law is more aggressive than your code. In other words, it requires a broader
621 notification, so it will be twenty-five hundred feet from the casino site.

622

623 **COUNCILMAN ROSS**

624 All right. I wanna address, and bear with me, I'm almost finished, I appreciate your patience, the
625 mixed-use area. The area before the zoning is PC-D, and a lot of my constituents out there don't
626 quite understand that PC-D already allows apartments, condos, single-family homes. The –
627 zoning allows for all the same things that you're asking for in these, in this developer agreement.
628 Based on resident concerns from past meetings, there have been several meetings. Do you have a
629 list of those dates, Mr. Fiorentino, in regards to those meetings?

630

631 **MARK FIORENTINO**

632 Actually, I think Mr. Perrigo does.

633

634 **COUNCILMAN ROSS**

635 Mr. Perrigo –

636

637 **MARK FIORENTINO**

638 I know I was involved in some and he in others –

639

640 **COUNCILMAN ROSS**

641 Mr. Perrigo, would you – provide that with us, for the public record.

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642 **TOM PERRIGO**

643 I gave it to, I'm sorry, Coun –

644

645 **COUNCILMAN ROSS**

646 And, while you're looking for that, those public meetings, the residents, this was the residents'
647 concern out of those public meetings that there be single-family homes, as well as other – homes
648 in that mixed use area. And, Mr. Fiorentino, you guys did that. That was addressed in this
649 interlocal a, or in this developer agreement.

550 The residents asked that there be more neighborhood meetings. And, Mr. Fiorentino, I think as
651 you move along, if it's not, anything different varies from that DDA, this developer agreement,
652 you'll have those meetings, as required.

653 Now, Mr. Perrigo, you see those, it's kinda hard to read from a monitor, but if you could read
654 some dates.

655

656 **TOM PERRIGO**

657 Yes, Sir, Councilman.

658

659 **COUNCILMAN ROSS**

660 Now that's – looking better.

661

662 **TOM PERRIGO**

663 Yes. For the GPA that created the traditional neighborhood development designation, there was a
664 neighborhood meeting in October of '05, Planning Commission meeting October of '05 and City
665 Council in November of '05. For the Kyle Canyon GPA, the changed land use from PC-D to TN-
666 D, there was a neighborhood meeting in October of '05, Planning Commission in October of '05,
667 then the item was abeyed from the November of '05 City Council and approved at the December
668 '05 City Council.

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669 Then there was the TN-D ordinance that created the TD zoning, and that went to Recommending
670 Committee in December of '05, Planning Commission January of '06 and City Council January
671 of '06.

672

673 **COUNCILMAN ROSS**

674 With that, there were other meetings.

675

676 **TOM PERRIGO**

577 That's correct. Have to pull over here to read it, Sir. There was an information fair in May of '06.
678 There was another information fair at Thompson Elementary School. I'm sorry, May of '06 there
679 was an information fair at Scherkenbach. In November of '06 an information fair at Thompson
680 Elementary. There was a presentation to Lower Kyle Canyon Citizens Advisory Committee in
681 November of '06. The mountain, the Mt. Charleston Town Board presentation was made
682 November of '06. There was a Kyle Canyon neighborhood meeting at Cadwallader in December
683 of '06, and another information fair at Lied Middle School in April of '07.

684

685 **COUNCILMAN ROSS**

586 So, as my residents have sent me emails and letters and phone calls saying they knew nothing
687 about this, and it just snuck up on 'em, it's important to know this has been in the works for
688 almost three years, literally, to get to this point. In my information fairs, and, Mayor, for your
689 benefit, and my colleagues', my info fairs, we sent out a ton of invitations to those, and we invite
690 developers who have significant projects in Ward 6 that will impact our neighborhoods, so
691 neighbors can get the information they need directly from the developer. Like it, don't like it,
692 they get to tell 'em right there, and it's a great format; it's working very well.

693 But I wanna point out. I sent out my first info fair at Scherkenbach Elementary School, almost
694 fifty-six thousand notices. The second one at Thompson Elementary School, almost forty-five
695 thousand notices. My third one at Lied Middle School, almost forty-five thousand notices went
696 out to residents of Ward 6 to be at these info fairs to – address these concerns with this
697 developer. So, when I hear that, I'm a little hardpressed to buy into it.

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698 My definition of smart growth and protecting families, since several of these notices came
699 referring to my – campaign and the way I feel about our neighborhoods, it –, is to make
700 development responsible for roads, schools, parks, police and fire, and this has absolutely been
701 accomplished by this developer agreement. This developer agreement enhances the quality of
702 life, not only for the existing residents over in the Spring Mountain area, but for the new
703 residents – that are gonna buy homes and enjoy the amenities of this fabulous community in
704 Ward 6.

705 Thank you, Your Honor. With that, I'm gonna follow –

706

707 **MAYOR GOODMAN**

708 We have to have public comment.

709

710 **COUNCILMAN ROSS**

711 Okay.

712

713 **COUNCILWOMAN TARKANIAN**

714 Mr. Mayor?

715

716 **MAYOR GOODMAN**

717 Yes.

718

719 **COUNCILWOMAN TARKANIAN**

720 Could I ask Councilman Ross a question?

721

722 **MAYOR GOODMAN**

723 Certainly.

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724 **COUNCILWOMAN TARKANIAN**

725 With all this wonderful thing, things that you have here, Councilman Ross, if I could just ask for
726 a little more frosting on the cake, and ask, on these swimming pools that are going into the
727 community centers, I believe you pointed out two of them, would they, would one of 'em be
728 covered? Could you do that? And I say that because I know the residents in your area will need a
729 covered pool, and I know we don't have enough places to practice swimming in this area of the
730 desert, which we should have.

731

732 **MARK FIORENTINO**

733 Your Honor, Councilman Ross, Councilwoman Tarkanian, as you listen to public comment, I
734 will go back and, 'cause, the standards that you developed for each one of these are very, very
735 detailed. I'll go back and look and see whether they, we were planning on covering them, and try
736 to get you an answer to that.

737

738 **MAYOR GOODMAN**

739 (inaudible)

740

741 **COUNCILWOMAN TARKANIAN**

742 And, you know, this is up to Councilman Ross, of course, but I just know that great need, and I
743 know that we are finally being able to do something in another ward. And we, it would be
744 wonderful if it's not after the fact; it's when it's being built. It would cost less money, and
745 everything. Thank you.

746

747 **MAYOR GOODMAN**

748 All right.

749

750 **COUNCILWOMAN TARKANIAN**

751 Mr. Ross.

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752 **MAYOR GOODMAN**

753 Okay. This is the time for the public comment.

754

755 **TOM McGOWAN**

756 I'm coming up,

757

758 **MAYOR GOODMAN**

759 We're gonna have a two-minute timer on, Bev, or else we'll never get anybody out of here.

760

761 **TOM McGOWAN**

762 Tom McGowan –

763

764 **MAYOR GOODMAN**

765 Well, if you have a need to speak more than two minutes, ask me, and I'll – give it to you, but –

766

767 **TOM McGOWAN**

768 You can have one of my minutes; I'll only use one –

769

770 **MAYOR GOODMAN**

771 No. I'm not talking to you, Sir. I'm, I saw a look at a scans at somebody who said they needed

772 more than two minutes, so, if you need it, ask for it, please. But I'd like to try to set the tone here.

773 So many people have been waiting here for other matters all day long, and this has taken up an

774 ordinate amount of their time. We're here to serve, but I wanna take care of their issues as well.

775

776 **TOM McGOWAN**

777 Tom McGowan, Las Vegas resident, my compliments to ward representative of Ward 6, Steve

778 Ross, and staff and the developers, with one qualifying reminder. In the cause of understanding,

779 Ward 6 is the newest ward; is that correct? So, it's practically a new world. You have room to

780 develop. This is by no means infill; is it? So, we expect that and much more from you, because

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781 you have that advantage. And now, let me ask, (inaudible) back to your presentation, as you very
782 eloquently delivered, has – the traffic (inaudible) read the traffic report, or is that something you
783 hope they will find to their liking when they arrive? Is that the way it is? Okay. Fine.
784 Now, the serious question, really, what implications of the green buildings element, how will that
785 affect the tax revenue necessary for other projects community wide in the future –

786

787 **MAYOR GOODMAN**

788 We don't –

789

790 **TOM McGOWAN**

791 We know there's an advantage –

792

793 **MAYOR GOODMAN**

794 We don't know the answer to that. That's something (inaudible) –

795

796 **TOM McGOWAN**

797 No, you don't. So remember one thing, that a lot of this is on the "if come." I haven't seen a
798 picture of one house yet, but I'm sure it will be beautiful. The question is will it be that when it's
799 completed, so let's not count the chickens too quickly because you may be very busy explaining
800 it later. Thank you.

801

802 **MAYOR GOODMAN**

803 Yes, Ma'am.

804

805 **JENNIFER TAYLOR**

806 Mayor Goodman and City Council, again, my name is Jennifer Taylor. My address is 8158
807 Hawk Clan Court, and I am gonna ask you for more than two minutes. I have a statement, and I
808 would like to be able to read it –

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809 **MAYOR GOODMAN**

810 That's fine.

811

812 **JENNIFER TAYLOR**

813 – in its entirety.

814

815 **MAYOR GOODMAN**

816 That's fine. I'm just trying to help these other folks here –

817

818 **JENNIFER TAYLOR**

819 I understand that, Mayor Goodman, but we spent an awful lot of time with the members of the
820 public who had concerns –

821

822 **MAYOR GOODMAN**

823 Take your time.

824

825 **JENNIFER TAYLOR**

826 – about their land in 93.

827

828 **MAYOR GOODMAN**

829 Take your time.

830

831 **JENNIFER TAYLOR**

832 Item 93.

833

834 **MAYOR GOODMAN**

835 As I – said, I'm just trying to get this –

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836 **JENNIFER TAYLOR**

837 Fair – enough –

838

839 **MAYOR GOODMAN**

840 – so we can –

841

842 **JENNIFER TAYLOR**

843 – and I'll hurry. I'm here as a member of Northwest Residents for Responsible Growth.
844 Councilman Ross is aware of our group. He, as he showed you, we received countless emails
845 from concerned citizens who may not necessarily understand the process. Despite the
846 discussions that you've had about the number of meetings you've had, this is very technical,
847 complex type of information going to residents. And – to just say, well we had information fairs,
848 etcetera, is not necessarily sufficient to provide adequate knowledge and a comprehensive
849 understanding of what's really gonna happen in Ward 6 with this Kyle Canyon Agreement.

850 The neighborhoods and families of Ward 6 are trusting in you, Councilman Ross, and Mr.
851 Mayor, and the remainder of the Councilmembers to take a moment to consider our concerns and
852 our issues and not just focus on the benefit to Focus Group and the perceived benefit to the City.
853 Councilman Ross, in your campaign statement, we did go back to your campaign statement, and
854 you said "The neighbors must be listened to when a development can change a neighborhood."
855 This development is absolutely gonna change the neighborhood, not just of the west side of the
856 freeway; not just of the Spring Mountain Ranch HOA, but far and well into Ward 6. I live at the
857 base of Tule Springs, and it will have a huge impact on me from a quality of life issue with
858 what's proposed here.

859 Accordingly, all we are asking is that these two items be held for seventy-five days to allow the
860 neighbors to be truly involved in the final version of the Kyle Development Agreement. This has
861 been going on, as you've said, for a number of years. Mr. Fiorentino represented that there
862 would not be any development out there for six months. We've heard representations from
863 Councilman Ross' office that there wouldn't be any building for two years. So there's really no
864 prejudice in granting our request to hold this for seventy-five days to allow the neighbors to fully

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865 understand what's going to be included in the development agreement. And additionally to allow
866 Focus Group to fully and finally develop it because at Planning Commission, they admitted and
867 there are not any development standards for the Town Center area or for the urban mixed use
868 area.

869 There's no prejudice to Focus versus the huge prejudice that the neighbors face if we're not
870 allowed to have some input, information and understanding. The main issues that are group has
871 (sic) with the development agreement, and with all due respect to Mr. Lewis, the City may have
872 wanted this type of a neighborhood, and the City may have wanted this type of development, but
873 I think you'll find that if you talk to the residents of Ward 6, this is not the type of community
874 that they necessarily understand, want or contemplated. Their grave concerns about certain
875 issues that have never been really addressed and have changed as Focus Group has developed
876 this project. And they haven't provided that same information to the citizens.

877 First of all, this is not smart growth. Allowing the development of sixteen thousand new
878 residents in the inclusion of potentially more than fifty thousand residents does not take into
879 account the fragile nature of our community and does not protect the character of the northwest.

880 At some point, the development agreement, or the proposal was for twelve thousand units. I'd be
881 curious to know what point and why and what it was that Focus, or the City perceived Focus
882 traded for an additional four thousand units. Here is – a chart that we have created, and it shows
883 there's a substantial larger amount of density in Kyle Canyon than in Providence, one of the
884 neighboring communities, and then in Mountain's Edge, which is Clark County. The members
885 of the Clark County Commission only allowed a certain number of units per acre, which is much
886 lower than what they're proposing here. Henderson, Mayor Gibson, made them drop their
887 density for Inspirada, and the same with North Las Vegas, Park Highland, that density is
888 substantially lower than what's being proposed here. This is an extraordinarily greater amount of
889 density than in all these other Focus Group projects.

890 The Kyle Canyon Agreement contemplates an entitlement to a casino as the centerpiece of the
891 Town Center area of Kyle Canyon community. We request that this casino entitlement be
892 eliminated as part of this development agreement.

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893 Councilman Ross, in your campaign, you stated "No neighborhood should be dominated by a
894 huge high rise casino." At a hundred and sixty feet as the proposed maximum for the Town
895 Center, that is exactly what the Kyle Canyon development will be. A neighborhood dominated
896 by a huge high rise casino. Please know, and you've all heard from my colleague, Lisa Mayo,
897 you all need to understand that if you allow this to go forward with the entitlement for gaming,
898 we will avail ourselves of the rights in NRS to appeal any inclusion of the gaming entitlement in
899 the development agreement.

900 There's been a lot of information. There's been a lot of touting and boasting about the extent of
901 the parks and open spaces in this community, but in all reality, it's six percent of seventeen
902 hundred acres. Six percent, and again, I have a graph for that. Here's the parks, again, here's the
903 parks for Kyle Canyon Gateway per acre. Is that right, Eileen?

904

905 **ALEX McKYTON**

906 Yeah.

907

908 **JENNIFER TAYLOR**

909 Is this your chart?

910

911 **ALEX McKYTON**

912 Yeah. If you look in the email that I sent to the Council, you'll see, these basically up-to-date.

913 Okay. This was done –

914

915 **MAYOR GOODMAN**

916 You have to identify –

917

918 **ALEX McKYTON**

919 – two weeks ago.

920

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920 **MAYOR GOODMAN**

921 – yourself for the record.

922

923 **ALEX McKYTON**

924 Oh, I'm Alex McKyton, 9033 Big Plantation Avenue.

925

926 **JENNIFER TAYLOR**

927 And you'll see – again, that the amount of open space and parks in Mountains Edge is far greater
928 than what's being contemplated and allowed and permitted in – Kyle Canyon. Inspirada, which
929 is in Henderson, also provides for substantially greater open parks and, open space and parks, as
930 does Park Highland in North Las Vegas. So we would ask that you consider what it is that
931 you're really negotiating with – Focus Group about. This, we do not believe is a good deal. We
932 don't believe that this is really sufficient amount of open space.

933 Finally, or no fourth, sorry, the height of the structures contemplated in the Kyle Canyon
934 Development Agreement for the Town Center urban mixed-use areas are excessive. They call
935 for a hundred and sixty feet at, in the Town Center and eighty feet in the urban mixed-use areas.
936 Allowing structures of this height, and here's a comparison chart showing the proposed, hotel or
937 casino or building at a hundred and sixty feet, apartments at eighty feet, and then your typical
938 suburban homes. Allowing structures of these heights will forever and detrimentally affect the
939 characters in Vistas of the northwest and the entrance to Kyle Canyon. And again, these are
940 areas, this potential height of eighty feet is something that could go right next to Bilbray and
941 Scherkenbach Elementary school in that urban mixed-use area where no design standards and no
942 plans have been presented.

943 Although there have been plans called out for fire safety facilities and police facilities, the reality
944 is Focus can say that they're paying for this, but I'd be very curious to see whether or not those
945 prices are going to be built back into the cost of homes. I doubt seriously a smart developer like
946 the consortium of builders set up in this Kyle Canyon Development Agreement are not gonna
947 somehow build that cost back into these homes that they're counting as potentially in a lot of the
948 areas affordable.

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949 We don't believe that this Kyle Canyon Development Agreement allows for sufficient buffering
950 between uses. One example of this, which we probably, previously brought to the attention of
951 Planning Commission, is the urban mixed-use designation immediately adjacent to Bilbray and
952 Scherkenbach. No project has yet been proposed for this parcel, however, we're concerned that
953 after specific requirements for sufficient buffering and incom, and in, inappropriate and
954 incompatible use would be requested for this area. We don't believe that Kyle Canyon
955 Agreement takes into consideration compatibility with existing uses.

956 And further, we are very concerned that the citizens of Ward 6 will not be given an opportunity
957 to comment on compatibility if the Kyle Canyon Development Agreement is passed without
958 additional details and conditions as to the proposed uses within the different areas
959 of development.

960 Oh, sorry, I missed one of my issues, we're also concerned that the public review process for the
961 future development of Kyle Canyon is insufficient as set out in the development agreement. We
962 believe that expanded scrutiny, especially in the Town Center in the urban mixed-use areas needs
963 to be specifically included in the development agreement, including notification range well
964 beyond the one thousand-foot radius. And we would propose, and we would request twenty-five
965 hundred feet, not just for the casino but for every single urban mixed-use and Town Center issue
966 that needs to come back before the Commission. We would also request strict scrutiny of the
967 compatibility and buffering of any proposed uses in the Town Center and mixed areas.

968 Finally, members of the Council and Mayor Goodman, please remember that this is a contract
969 between the City of Las Vegas and the developer, and the effectiveness and the appropriateness
970 of a contract are all in its details. You talk about how comprehensive this agreement is; yet
971 again, there are no development standards, there are plans, there's no specific or projects called
972 out for the most key and dense and intense uses in this development, which are the urban mixed
973 and town center areas.

974 We as citizens and taxpayers deserve to have sufficient input into the terms of this very important
975 contract, including the opportunity to show you how and where the Kyle Canyon Development
976 Agreement is incomplete, inconsistent and ambiguous. While we understand staff in Planning
977 and Focus has had significant time and input into the Kyle Canyon Development Agreement, the

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978 failure to allow adequate input from the citizens, and remember, we as a public body did not have
979 the ability to look at the development agreement until not le, about a week ago. It was prop, it
980 was brought down to the floor on April 26th during Planning Commission; we all reviewed it
981 then; it was then stayed until May 10th. But it was still not available to the public at large,
982 and members of our group got it only because we came, until about another week later.

983 The failure to allow adequate input from citizens on this contract puts us in the position we are in
984 now, confused citizens upset with the process and feeling that their interests were not and are not
985 being considered. There's really not been public input and no real work sessions on a issue-by-
986 issue basis. The public at large was not even aware or given access to the Kyle Canyon
987 Development Agreement until about a week ago. The City of Las Vegas should not accept, for
988 the sake of its citizens, a contract that is not fully bedded, and this one is not. Therefore, the only
989 appropriate action is to hold this matter for further review and in put and revisions.

990 I wanna thank you very much for allowing me this additional time. I think it's very important,
991 and, as I said, there are a lot of citizens who can't be here today because of the timing, and I
992 appreciate the opportunity to speak on their behalf. Thank you.

993
994 **MAYOR GOODMAN**

995 Yes, Sir.
996

997 **ALEX McKYTON**

998 Thank you. Alex McKyton, 9033 Big Plantation Avenue. I agree with everything she said, but
999 there are a couple of things that – I can show you. Advertisement for Kyle Canyon, okay?
1000 Proportionate drawing is what a seventy-five, a hundred and ten and a hundred and sixty foot
1001 building is gonna like. The proportion to the building is showed in the photo. Okay? It's gonna
1002 change the skyline. Okay? The other thing is, yes, we're voting on the yellows, or you're voting
1003 on the yellow areas, but the mixed use and Town Center areas, you're also voting on the densities
1004 of them, holding them for seventy-five days and restricting them to have to come back and redo
1005 those areas totally would not be uncalled for. Did they come back and justify why they need three
1006 units per acre? Okay? This project has been running so fast that here's your agenda. You'll notice

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1007 every item on that agenda has the Planning Commission vote and the staff recommendation,
1008 except for these two. Okay? You have the original agreement, or the original agenda item from
1009 the Planning Commission and the agenda item for today. The wording's totally different. Okay?
1010 I'm not gonna blame anybody for doing anything sinister. Okay? But what I'm saying is this plan
1011 is going so fast. You're looking at fourteen working days between it being put in front of the
1012 Commission to you voting ya (sic) or nay on it, on a project that's sixteen thousand homes and
1013 seventeen hundred acres.

1014 Take a look at their list of who they talked to. They talked to Kyle Canyon people. We're sixteen
1015 hundred residents that are across the street from their development. They're saying that they can't
1016 even talk to us? Councilman Ross did. We told him we didn't like it.

1017 So, that's all I have to say, that abeying it and making some restrictions on mixed use and the
1018 Town Center and holding them and having to go through a complete process would not be
1019 uncalled for. Thank you.

1020

1021 **MAYOR GOODMAN**

1022 Thank you. Next, please.

1023

1024 **EILEEN McKYTON**

1025 Hi, my name's Eileen McKyton. I may take a little longer, only because, first of all, I have been
1026 accused of handing out misinformation. The pink copy is the copy asking pe, residents to come to
1027 the April 26th Planning meeting.

1028

1029 **COUNCILMAN ROSS**

1030 Your Honor?

1031

1032 **MAYOR GOODMAN**

1033 Yes.

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1034 **COUNCILMAN ROSS**

1035 May I ask her a question? Who accused you of handing out misinformation?

1036

1037 **EILEEN McKYTON**

1038 Your office.

1039

1040 **COUNCILMAN ROSS**

1041 I'm sorry, can you tell me specifically who?

042

1043 **EILEEN McKYTON**

1044 Sheila.

1045

1046 **COUNCILMAN ROSS**

1047 Could you tell me specifically what she said?

1048

1049 **EILEEN McKYTON**

1050 She said that there was misinformation handed out –

1051

1052 **COUNCILMAN ROSS**

1053 Did she say, Ms. McKyton, to you –

1054

1055 **EILEEN McKYTON**

1056 – yeah, that it was handed out from Bilbray School.

1057

1058 **COUNCILMAN ROSS**

1059 Your Honor, I'd like the record to show that my office accused no one of handing out
1060 misinformation. Misinformation went out from Bilbray Elementary School; the School District
1061 handled it on their level, and that was the end of it. Thank you.

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1062 **EILEEN McKYTON**

1063 Bilbray School did not hand out the information; I handed out that flyer at Bilbray School. I went
1064 into Bilbray School and asked if I could. They told me I could not do it on school property
1065 without prior authorization, which would take time. We did not have time. They said I could do it
1066 on the sidewalk or the street, so I did. I handed out about a hundred flyers. So, there's no
1067 misinformation in there. Okay. I'm sorry, but the way Sheila worded it, I was being accused of
1068 handing out misinformation. And, the second one didn't have any misinformation either asking
1069 for things.

1070 Okay. Otherwise, by now I know more about the planning system in Las Vegas than I ever
1071 wanted to know. I spoke with numerous planners who know less than I know about this project
1072 when I called during the daytime. But at least, they pointed me in the proper direction. Tom
1073 Perrigo, who worked with the developer, I spoke with, gave me a lot of information. Jim Lewis,
1074 the City Attorney on this, I spoke with, the Public Works regarding the horse interchange,
1075 because I couldn't understand the layout by an overhead. And, the department that handles flood
1076 control 'cause I was concerned about where the flashflood waters would go.

1077 That said, I have to disagree with Focus Group, not so much on the amount of, quote, public
1078 meetings they've had; however, I have to disagree with how the plan was presented and why
1079 there was no public outcries to what was being proposed, not only in the creation of the new zone
1080 TD, but what was going to be developed on the site that TD was created for. This might work
1081 very nicely, if they either had a square oblong lot that was surrounded by nothing, or if the
1082 community had build-out differently, but neither is true. We had horse ranches, pig farms, etc.,
1083 here less than ten years ago. Twenty years ago, even less. Now, however, we have the suburbs.
1084 And what is being proposed is a mini-city, to quote one of the Planning Commissioners, that this
1085 is kind of true. What I see is a design pattern more like a large outlet center, not unlike Premium
1086 Mall, with an anchor of a casino surrounded by a mixed-match of dwellings in no particular
1087 density order. Another correlation would be the District and the Station Casino. There, however,
1088 they took a large parcel of, basically, rectangular land, did The District and casino. They are
1089 bordered by the 215, a four-lane road with an island and green space buffering on both sides of

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1090 more than fifty feet, the project on the east side has been put on hold, possibly because it abuts
1091 two elementary schools.

1092 Neither side is over three stories tall in The District, and the condos, apartments above the stores
1093 are vacant. Many of the condos and stores, and apartments above the stores are vacant, from what
1094 I could tell, since they had no window treatments. If this development could develop like that, as
1095 I believe it probably was explained to people who attended the meeting, then great, I'd be for it
1096 too, and there'd be no complaints.

1097 Here, however, you're putting an urban mixed-use directly across from an elementary and high
098 school, and, according to the developer, they want to put in apartments, as stated in the December
1099 '06 meeting with the public, which caused objections. Sheila was there; she should have told
1100 you.

1101 In January, we had Councilman Ross at our Spring Mountain Ranch Board meeting, a
1102 development of sixteen hundred units already of different densities, all walled in communities
1103 with a progression from more dense to the less dense. And we objected to the uses across from
1104 the elementary schools. This project would have urban mixed-use next to schools. Which, after
1105 doing a study myself, handing it to Councilman Ross at that meeting, shows the incidents of
1106 increased crime, as the density of dwellings increase around an elementary school. Unfortunately,
1107 I did not make a copy for myself due to time constraints, and their office could not find it.

1108 The public is supposed to have its input as to what goes by the schools in these area (sic);
1109 however, if you pass this today, we are severely limited because of Table 8.2, which already
1110 specifies what is permitted in the UM, U and TC areas, and even the residential uses in Figure
1111 2.2, because it describes residential uses and their standards and guidelines.

1112 We can, so, sure we can recommend setbacks, building appearance, and the like, but we cannot
1113 stop something like a McDonald's from going across the street from the high school or
1114 elementary school because they are permitted uses. I ask that you should pass, should you pass this
1115 today, you at least amend the mentioned sections, then at least you're truly giving the public a
1116 chance to have a realistic input into what goes into at least the multi-mixed units and the Town
1117 Center.

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1118 In the agreement with the developer, Section 3.01(e), needs to be modified – to not include UM,
1119 C and TC. I put a lot of time into researching this project after April 26th. Planning Commission
1120 meeting and you have packets, have, you, and you have in your packets a letter describing what I
1121 feel is wrong. I did not move to the suburbs of Las Vegas to have a mini-city dumped in my
1122 backyard. Lived there in Philly, done that, moved out, really quickly because of crime and drugs
1123 in my early twenties, when, as a stupid young adult, we normally have no fears and feel we're
1124 gonna live forever. But even I was intimidated by this.

1125 I plan on staying in this house that I now live in for retirement. However, if this project goes in, I
1126 will doubtless move. We already have enough vandalism and drug trafficking in our six- to eight-
1127 acre park. We spend two to five thousand dollars a month on graffiti, broken out glass light panes
1128 and irrigation lines being tampered with. We will have to get twenty-four/seven security, which
1129 will raise our dues. So, I might as well move to an over fifty-five community, where my dues will
1130 be the same, but I'll have no, I will have amenities instead of vandalism and crime. I do not want
1131 to leave, because I've put a lot of money into my home, but I need to feel safe. I am sixty and not
1132 in good health. I have good neighbors that I can depend on, and we're the only Neighborhood
1133 Watch block in the community. I urge you to give either a seventy-five day abeyance, or at least
1134 take out the permitted uses in Table 8.2 and the residential in Figure 2.2, by using Section 3.01 in
'35 the agreement document. Since you're supposedly only voting on the yellow residential area, if
1136 you vote to change the zoning to TD, this is putting the cart, cart before the horse, because the
1137 guidelines and standards are incomplete in the brown and orange zones. Thank you.

1138

1139 **MAYOR GOODMAN**

1140 Thank you. Yes, Sir.

1141

1142 **KENNETH CLERKE**

1143 Hello. My name's Kenneth Clerke. I'm from 9104 Big Plantation Avenue, Las Vegas, Nevada.
1144 I'm approximately three hundred feet from the proposed development, and I have to say that I
1145 strongly oppose it, as a concerned citizen and taxpayer. I was never notified by the tax, by the
1146 developer or by the town or by my Councilman in the ward or district. I know you said, and I

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1147 quote, you're hard pressed to buy into the fact that we weren't, that the citizens were never
1148 informed. But, I'm less than five hundred feet away from this development, and I never got any
1149 information, except from my homeowners association. And, the people in this group that came
1150 before me, they just gave it to me two days ago.

1151 The other thing I wanted to point out is that, roughly, I think the end of January, Councilman
1152 Ross, you stood in front of my homeowners association, and you told us that in no way you
1153 would let this go through. What happened?

1154

1155 **COUNCILMAN ROSS**

1156 Your Honor, would you like me to respond?

1157

1158 **MAYOR GOODMAN**

1159 I don't think you have to.

1160

1161 **COUNCILMAN ROSS**

1162 Thank you.

1163

1164 **KENNETH CLERKE**

1165 That's all I had to say. Thank you.

1166

1167 **MAYOR GOODMAN**

1168 Yes, Sir.

1169

1170 **JEFF GREEN**

1171 Good afternoon, Mayor, Council. My name's Jeff Green, 8916 Wolf Dancer Avenue. I am
1172 concerned with the density. I echo some of the comments on with them. I'd like to show a few
1173 pictures, if I might, regarding, especially, traffic and the portions of the traffic study that were not
1174 completed that affect the area.

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1175 Page 8 of the traffic study states that access to and from the east will also be provided via Log
1176 Cabin Way, Ohare Avenue, Iron Mountain Lane, Brent Lane, Horse Drive and Racel
1177 Street. Those are here. Page 10 of the traffic study further states that these streets are fully
1178 constructed sixty-foot collector streets east of the project between Fort Apache Road and El
1179 Capitan Way.

1180 Despite the addition of two interchanges, there is a mention of traffic moving to the east and to
1181 the south to the Durango Interchange. I'd like to show you a few pictures of – that area. You do it
1182 this way. This is looking down Brent from Bilbray Elementary at Fort Apache. Granted, at the
183 most busy time of the day, but traffic stretches up here about a quarter of a mile to the school and
1184 down about a quarter of a mile toward El Capitan. This is a picture of El Capitan looking south at
1185 Racel Street. Notice that it's a nice four-lane road with a left-turn lane. Looking in the other
1186 direction, we see that the road narrows right here, and we lose the left-hand turn lane into these
1187 neighborhoods. That's looking from the middle of the street. I won't go too much longer. At
1188 Horse Drive, we lose one of the northbound lanes, where everything merges. About six weeks
1189 ago, an accident occurred right here at T-Bone, where Flight for Life had to come in and – take
1190 care of three people.

1191 Because there are no traffic controls along any of this, this is Brent going to Bilbray, you'll notice
'92 there is one lane here, and traffic backs up in order to yield to two lanes of southbound traffic. If
1193 this is going to be a collector street for the development, then we need to consider improvements
1194 and work with the County on improvements to this, as well as traffic controls. There's a one
1195 point six mile stretch from Rustin to Grand Teton that has no traffic controls at all. And, at a
1196 thirty-five-mile-an-hour speed zone, you can imagine what happens.

1197 This is looking the other way, the traffic backed up, trying to turn left. This is approaching Iron
1198 Mountain Road. You'll notice that there's another narrowing. We now get down to two lanes,
1199 one in each direction. This is Iron Mountain Road. The width of this road is twenty-three feet,
1200 and we're supposed to accept this as additional traffic for this – area. I – would hope that, if – a
1201 (sic) Council goes ahead and okays this today, that they require that the phase, the phasing of the
1202 projects coincide with the street improvements promised at the Horse Interchange, so that we
1203 don't get the traffic from that area moving south through our neighborhoods and endangering our

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1204 children walking back and forth from school, and –, as well working with the County to increase
1205 the width of El Capitan to handle increased traffic, and put signals there that will limit the rate of
1206 speed in those – areas. Thank you.

1207

1208 **MAYOR GOODMAN**

1209 Thank you. Ma'am.

1210

1211 **WENDY HEMMINGWAY WARM**

212 Hi. My name is Wendy Hemmingway Warm, and I live at 8920 Pine Mission Avenue. I'm here
1213 representing not only the Northwest Citizens for Responsible Growth, but I'm here representing
1214 my homeowners association, Spring Mountain Ranch. There are sixteen-hundred homes. I may
1215 take three minutes; that's what I was intending on, but I will try to be brief.

1216 There are several things I'd like to put into the record. Todd Schwartz, the president of the HOA,
1217 asked me to present these things. I was only able to make a couple of copies of each. And one is
1218 an article regarding Southern Highlands Developer Gets Busy in North Las Vegas. It talks about
1219 Aliante and the Olympus Group and what happened in that development. There is a Principles of
1220 New Urbanism and some bullet points there and something called Smart Code. And grant it, I
1221 have not had the time to even look at this. On Thursday –

1222

1223 **MAYOR GOODMAN**

1224 Why don't –

1225

1226 **WENDY HEMMINGWAY WARM**

1227 I was at the Planning Commission meeting–

1228

1229 **MAYOR GOODMAN**

1230 Why don't –

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1231 **MAYOR GOODMAN**

1232 – you hand those to our Clerk, please. There you go.

1233

1234 **WENDY HEMMINGWAY WARM**

1235 Like I said earlier, I moved here a year ago. I was not notified for any of this until December in
1236 2006. I got Counc, I get Councilman Ross' emails which I was put on the list because I was
1237 made a board member in December of 2006. I walked my neighborhood after the Planning and
1238 zoning meeting approved for this to come before you today. There's been a five-day notice
239 between Thursday, last week and today. We got together as a citizens' group and stuffed
1240 envelopes. I was at the post office on Saturday morning putting nine hundred stamps on nine
1241 hundred envelopes and mailing them at our expense. I walked my neighborhood on Saturday and
1242 Sunday and Monday, hand delivering some of the flyers so that our public, who lives outside of
1243 the thousand-foot radius could be aware of what is happening right next to us. It's hard walking
1244 your neighborhood when it's ninety degree outside.

1245 I appreciate the fact that they're gonna put in this nice open space in the Arroyos. Who's gonna
1246 use 'em? Where's the green space? This looks very dense to me. I was told in talks that some of
1247 the green space is being counted at the schools. The school land is being counted as the green
1248 space. That doesn't really seem like that's open space. That's for use for the schools.

1249 There are a lot of concerns that I have about this project, and no doubt it's gonna go – through,
1250 but what we are asking for is time. We have had five days to prepare for this meeting. You've
1251 had meetings with the developer for the last couple of years. We need time. We'd like seventy-
1252 five days for you to wait to decide on this so that truly the neighbors that live in the immediate
1253 surrounding areas that are, in fact, outside of the thousand-foot radius can be notified as to what's
1254 going on. The people I talk to on the streets said I haven't heard about this. How can we be
1255 notified if we don't get the little postcard in the mail and we're not on Councilman Ross' list and
1256 our HOA doesn't send out a newsletter? How is the public notified about a seventeen hundred-
1257 acre project, sixteen thousand new residential homes?

1258 Schools. How do you justify putting sixteen thousand residential units, how does sixteen
1259 thousand people get into one elementary school, one junior high and one high school? I don't

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1260 know how that happens. I work numbers during the day. How do you put sixteen thousand
1261 households into one high school? I don't understand.

1262 I'd like to quote, oh my mouth is very dry. I'd like to quote a neighbor, who in part of the
1263 correspondence said, she was stating her support for our cause, and she said my experience with
1264 the County and City Planning Commissions and Councils has taught me that political power
1265 comes from the wallets of the developers and big business and not from the mouths of the
1266 citizens. Thank you.

1267 Now, money may make the world go around, but wasn't our country founded by the people and
268 for the people. We the people deserve the right to be heard. We would like time to have proper
1269 public input to the neighbors that are surrounded and will definitely be affected. Sixteen
1270 thousand new residences. We got over twenty thousand properties on the market right now that
1271 are on the market. People come, people go. I moved here a year ago. I just lost thirty thousand
1272 dollars in equity in my home because of the real estate glut. And now you're gonna put sixteen
1273 thousand new residences next to us. How are we gonna absorb it? What's gonna happen? I
1274 thought there was a moratorium on growth – or on development. I thought there was some sort
1275 of a permit restriction. I thought I heard that in the press, no more development because of the
1276 market value right now.

1277 Isn't it time to rethink irresponsible growth? I appreciate the efforts of the developer. It looks
1278 like a good project, but do we really need to move forward right now at this time? Can't we have
1279 the time to have proper input from the people that I represent and the people that are my
1280 neighbors and are becoming my friends.

1281

1282 **MAYOR GOODMAN**

1283 Thank you. Yes, Sir.

1284

1285 **YALE YONDALE**

1286 Yale Yondale, resident of Las Vegas. I would just like to reflect some of things that, I've worked
1287 with some of these people, on what's happening here. And I – think growth unchecked is a
1288 serious issue in our community. We are the fastest growing city in, probably, the United States,

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1289 probably the world. And I work in, at the Wynd (sic) Casino, and I have a commute that
1290 approximately lasts about an hour for me to get down to my job. I'm a stage technician. I work
1291 at Le Reve, the best show on the Strip, by the way. And you know one of the things that I – see
1292 these people concerned, it just seems like, you know, five days is not enough to really, you know,
1293 let the entire city know what's going on. I mean, I'm sure you've worked for this for three years,
1294 and you want to get all the bugs and details out, but you know, people are – shocked by growth.
1295 And we need to temper our growth in this city.
1296 I've personally have seen, I've been here fourteen years, and I've seen casinos, you know, go by
297 the wayside. My, the casino I work at now is – really the old DI, if you look at it.
1298 You know, changing the southern interchange to the northern interchange, and then you know,
1299 three years later, it's gonna be the northern, northern interchange. You know, I mean, all this, all
1300 these things we – really need to stop, look at it and say, you know, do we really need all this
1301 growth. Just, is this the legacy that this City Council wants to leave behind. It's like, well we –
1302 grew 'til there was no more water. You know, we grew 'til there was no more electricity. We
1303 grew to there was no more people. I mean, I think you can force the people that've been here,
1304 you know, since the 70s that bought in this area and you know, they – want a rural life when they
1305 came out here. And you know, growth is natural for a city, but you always have to respect, you
1306 know, who was here before. I mean, I wonder what Mr. Gilcrease would say with all this land
1307 that he originally staked, put a flag down on originally when he first came here. You know, I'm
1308 just – asking the City Council to please, please, put the brakes on. Seventy-five days is really not
1309 that much, you know, to – really consider. Just look at, you know, have the residents, you know,
1310 come to these meetings. You know, five days is really not enough time, and that's all I have to
1311 say.

1312
1313 **MAYOR GOODMAN**
1314 Anybody else want to speak? All right. Seeing none, we'll close the public hearing. Councilman
1315 Ross.

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1316 **COUNCILMAN ROSS**

1317 Thank you, Your Honor, and I appreciate all of the comments from – the folks who live out
1318 there, are gonna be affected. In fact, I've got a couple of comments, things I'd like to address.
1319 Mr. Lewis, would you approach the microphone as well with Mr. Perrigo just to give me a level
1320 of comfort as we go here. Mr. Fiorentino, don't go away because you're gonna be a part of this.
1321 Sixteen thousand units, I've heard that many times. I've seen it on paper many times. I'm a firm
1322 believer that, and Mr. Fiorentino, this is – to you, I, you can say yea or nay, either direction you
1323 wanna go. I'm gonna submit that the market is gonna dictate what your clients out there are
324 gonna build. Am I correct?

1325

1326 **MARK FIORENTINO**

1327 Yes.

1328

1329 **COUNCILMAN ROSS**

1330 Sixteen thousand units in this developer agreement is the maximum number of residential units.
1331 Am I correct?

1332

1333 **MARK FIORENTINO**

1334 That's correct. We would, I submit we would all be very blessed if we actually got to that
1335 number.

1336

1337 **COUNCILMAN ROSS**

1338 The Mayor himself asked you when do you think you're gonna start moving dirt, putting sticks in
1339 the air?

1340

1341 **MARK FIORENTINO**

1342 Homes?

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1343 **COUNCILMAN ROSS**

1344 Yeah, homes.

1345

1346 **MARK FIORENTINO**

1347 Probably eighteen months.

1348

1349 **COUNCILMAN ROSS**

1350 Eighteen months, and show me the area that you're thinking eighteen months up there by
351 Providence.

1352

1353 **MARK FIORENTINO**

1354 It's probably gonna start in this area here.

1355

1356 **COUNCILMAN ROSS**

1357 And, thank you for that. I'm – getting the input and the general feeling from many of the folks
1358 that spoke that it's okay for me to live here but not for anybody else. And I'm really shocked at
1359 that kind of attitude at this Council level. To the gentleman who I spoke to at his homeowner's
1360 association, who insinuated that I lied, let me correct you. What I said was, I will work with the
1361 developer to make sure there is buffering between your residences and his. And there is. Fort
1362 Apache, I believe, is a hundred-foot right-of-way, along with the dense landscaping requirements
1363 that Mr. Fiorentino and I spoke about. And about the set, not the setbacks, but the single stories
1364 moving to – the west to protect your neighborhood. And I stand by that.

1365 The traffic studies, for the gentleman, Mr. Green, I think it was, in regards to Iron Mountain, I
1366 hope you understand that the traffic studies were done and, as development occurs, those
1367 roadways will be improved, absolutely, part of the infrastructure of any development, Mr. Green,
1368 that I'm part of in this City Council, and I'm a stickler for getting those off-sites done first; the
1369 roads, the streets, the gutters, the sidewalks, the streetlights. Those also help mitigate a lot of the
1370 flood-control issues out there. Some of these streets are gonna be next to the County, and I want
1371 you to know that I work very closely with County Commissioner Chip Maxfield and Tom

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1372 Collins to make those things happen. If we have an intersection that needs some help right away,
1373 our traffic study gets done. If it's a shared intersection with the County, we work together to fix
1374 it, so no people get hurt. I hope that helps, and I have no problem talking to you about this, or
1375 getting you with our – traffic engineers to discuss it more with you.

1376 Mrs. Warn, I believe it's Warn, or warm, I can't recall, your involvement with your homeowners
1377 association's commendable. I appreciate that. If you're working so closely with Todd Schwartz,
1378 I'm still amazed that you've only had a five-day notice since Todd's been part of this for many
1379 months, going back many months, in private meetings with the developers. So I'm a little
380 concerned about that.

1381 Folks, I wanna encourage you, whether you like me today or you hate me today, sign up for my
1382 newsletter, so you can be informed, so this doesn't take you by surprise, because I put everything
1383 in there to help make your lives better. If it's something you don't like, I expect to see you down
1384 here. If it's something you love, I expect to get a – love letter from you. This is tough.
1385 I'm not even gonna comment on this – individual. Mr. Fiorentino, let me ask you this. You've
1386 heard the requests from my constituents in Ward 6, and their concerns, would you share with us
1387 the impact of possibly holding this off for seventy-five days.

1388

1389 **MARK FIORENTINO**

1390 Actually, it would be devastating to us. We have obligations under our financing agreement to
1391 be done by a certain date. It also is about a hundred thousand dollars a day in interest carry, to,
1392 and we can't do, it's very misleading to say, well, you're not gonna build for eighteen months
1393 anyway, so you might as well, you got eighteen months that you could work with us. We have to
1394 have action today to set the parameters and standards and our obligations, so we can go ahead
1395 and take that next step.

1396 Now, one thing they did say, however, that I do agree with, and, I think, we committed to. Much
1397 of their concern is about the orange areas, and – those, the buffering and setback standards have
1398 not been set for those. We've been very open about that. And – we indicated that they will have
1399 as much input in that process as we want –

1400

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1400 **COUNCILMAN ROSS**

1401 All right, repeat this for everybody, 'cause I'm – having a hard time hearing you. Can you speak a
1402 little louder in the microphone for me.

1403

1404 **MARK FIORENTINO**

1405 Sorry, Councilman. We've committed that they could have as much input as they want in the
1406 development of those standards in the key areas where they are most concerned about; the
1407 commercial, the brown and orange on this. That has to come back for a public-hearing process;
1408 it has to be approved by the Planning Commission; it has to be approved by you. We will, I've
1409 already taken the names, of many of the people who spoke here tonight, at the Planning
1410 Commission and said, I will personally make sure you are invited to meetings when we begin to
1411 work and develop those standards. If you want to ask me to commit on the record that we will
1412 also do a twenty-five hundred-foot notice when those go to the Planning Commission, we're
1413 happy to do that. They will have the input that they're asking for.

1414

1415 **COUNCILMAN ROSS**

1416 What's required of you now? A thousand feet?

1417

1418 **MARK FIORENTINO**

1419 Yes. With, it depends on what application. But, yes – it's generally a thousand feet.

1420

1421 **COUNCILMAN ROSS**

1422 Then let's do this, let's do that on record today, if you agree, to do those notifications for twenty-
1423 five hundred feet.

1424

1425 **MARK FIORENTINO**

1426 We – will commit on the record that when we do the casino, we'll do twenty-five hundred feet,
1427 and when we do the standards that develop, the, for the brown and orange, we will notify
1428 everybody within twenty-five hundred feet, and I will also, personally, contact the people who've

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1429 already given me their number, so that they have input in that process before the first public
1430 hearing.

1431

1432 **COUNCILMAN ROSS**

1433 So, these folks, and I had you say that again and a little louder, 'cause I want everybody to
1434 understand, you're gonna have more public input here. At your homeowners' association
1435 meeting, we talked about this. We talked about the buffers. I never said, no way. I don't know
1436 where that ever came from. I said I will get with the developer and make sure that those buffers
437 are included. And, he's just made public record that you're gonna have the opportunity to give
1438 your input one more time, or several more times, if that's what it takes.

1439 With that being said, Mr. Lewis, am I leaving anything out?

1440

1441 **JAMES LEWIS**

1442 Wow, that's quite a question. You wanna, you're gonna ask a lawyer a question like that, we
1443 might be here until 9:00. But I –

1444

1445 **COUNCILMAN WOLFSON**

1446 We're already gonna be here 'til 9:00.

1447

1448 **JAMES LEWIS**

1449 Thank you, Councilman Wolfson. But –

1450

1451 **MAYOR GOODMAN**

1452 (inaudible)

1453

1454 **JAMES LEWIS**

1455 I – the, yes, Mayor?

1456

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1456 **MAYOR GOODMAN**

1457 I – think that (inaudible), I believe that Councilman, I forgot his name, Councilman Brown would
1458 like to make a comment, with your permission.

1459

1460 **COUNCILMAN ROSS**

1461 Oh, I'd love to hear it.

1462

1463 **COUNCILMAN BROWN**

1464 Coun, Councilman Ross, with your permission, I just, I've been sitting here listening to this, and,
1465 if I could just take a few minutes and – offer a perspective, because this is a little bit of deja vu.
1466 In, when I got into office in '97, there was no Ward 6. Everything out here was Ward 4. The
1467 things that were in existence were – the County had designated the beltway alignment at the 95
1468 and the 215. Each side of that highway, and you're familiar with it, if you live out there, we had
1469 the Gilcrease Ranch area, perhaps one of the largest rural areas in the Valley. On the west side,
1470 bounded by Centennial, Alexander, Durango and the foothills, another large unincorporated
1471 County area, where, minimum sizes were half-acre lots. And, I say that because that was where
1472 the City's growth was heading, and, especially Spring Mountain Ranch. Even those that live in
1473 some of the larger lots, I'm not sure the final blended density, but it was anywhere from three-
1474 and-a-half units up to six-and-a-half units. And I can emphatically tell you that there were fifty
1475 people in this audience protesting Spring Mountain Ranch. They did not want the City and stick
1476 dwellings to come out and – ruin, that's a – tamed word use, but ruin their lifestyle. And, these
1477 are people that probably, like the Gilcrease, that have been out there for decades. And the –
1478 challenge to the City, at the time, was we weren't getting master-planned communities. You had
1479 sixteen hundred homes, that might have been one of the largest assemblages. We were getting
1480 ten acres, forty acres, twenty acres, and trying to make some kind of master plan out of that. And
1481 the whole concept of the Town Center was, we were gonna put all the traditional commercial and
1482 intensity in Town Center to start protecting urban residential areas, like yours. It's not by
1483 accident there's not a convenience store on every corner up in your area. It's a very protected
1484 area. The interlocal agreement that we signed with the County gave some protections. But, the

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1485 one thing that we've been lacking in the northwest is the fact that we have had little assemblage
1486 where you can come in and do a Summerlin-type master plan or Aliante, 'cause no one's every
1487 assembled that much land.

1488 But, to hear some of you co, and I – think, from my perspective, there may be more of a concern
1489 of the unknown, or fear of the unknown, what's gonna be over there. But, from a planning
1490 perspective, if we had this kind of development ten years ago, it would have been perfect, it
1491 would have been ideal. And, believe me, and I – want you to understand, and go back and check
1492 the records, they protested you in your homes. You were going to ruin their lifestyle. What we
1493 have today is a major metropolitan city with two very large rural areas surrounded by urban
1494 growth. And, to compliment your association, and many others out there for the last five to ten
1495 years, done a heck of a job keeping up that quality of life.

1496 So, what we're seeing here, is an opportunity not to go through some of the challenges and find,
1497 fight some mistakes we made in growing into the northwest. The benefit of having a
1498 development agreement, you take away the unknown. I think you've been heard today, that
1499 you're gonna have a commitment to be notified for some of the development in there. But, it's
1500 just, the overall density, that's where this is going. There were, part of Spring Mountain and
1501 those closest, I'm not sure where you live exactly, but those closest to the State Park, we had a
1502 hundred people protesting two-and-a-half units per acre, and, yet, it's turned out to be a pretty
1503 nice neighborhood.

1504 And I would just, I would offer, from my perspective of the past ten years, is give this
1505 development a chance. Have trust in the Councilman and this Council to protect the quality of
1506 life that you have. But, believe me, from a historical perspective, this is the kind of master-
1507 planned development area that we want, because it takes away those convenience stores on the
1508 corner that everybody used to protest.

1509

1510 **COUNCILMAN REESE**

1511 (inaudible)

1512

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1512 **COUNCILMAN BROWN**

1513 So, I, and – I'd be more than happy to talk to any of you, as far as the history out there, but what
1514 you've accomplished, without a master plan, is great.

1515

1516 **MAYOR GOODMAN**

1517 (inaudible)

1518

1519 **COUNCILMAN REESE**

520 (inaudible)

1521

1522 **COUNCILMAN BROWN**

1523 I think this is going to be a tremendous addition and amenity to the entire northwest. And, if you
1524 look at some of the areas in the City that have some height, have some density, and perhaps have
1525 some casinos, they're some of the nicest areas in town. And, I, again, I would offer my
1526 perspective, but, as far as the development agreement goes, I just wish we had more of these to
1527 better plan our City, and that's where it's going. You guys are part, you used to be at the
1528 boundaries of the City of Las Vegas; in another decade, there'll be two, three, four miles further
1529 development out in the northwest.

1530 So, I appreciate your comments. I've heard them before. But, when I heard them before, they
1531 were protesting you and what we were approving for you. I would ask you to have some faith in
1532 what we're anticipating will happen in this community, because it's going to be special. It's the
1533 first opportunity, outside of Summerlin, on a scale of what we're talking about today, to be able
1534 to literally control and manage many of the concerns that you've raised today.

1535

1536 **MAYOR GOODMAN**

1537 Okay.

1538

1539 **COUNCILMAN BROWN**

1540 Thank you, Mayor.

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1541 **JAMES LEWIS**

1542 Mr. Mayor?

1543

1544 **MAYOR GOODMAN**

1545 Yes.

1546

1547 **JAMES LEWIS**

1548 Even though Councilman Ross tried to give me carte blanche as to the microphone, I only got
549 one thing to put on the record.

1550

1551 **MAYOR GOODMAN**

1552 All right, Mr. Lewis.

1553

1554 **JAMES LEWIS**

1555 Thank you very much. If we could, if you could please zoom in on the overhead. There was a –
1556 question as to school sites, and, are these enough schools? Do we need more schools? Well, the
1557 developer went to the Clark County School District, the City went to the Clark County School
1558 District and, said, you've seen the plan, what do you think? This letter dated November 2nd,
1559 2006, says, the School Dist, Dear Mr. Perrigo, that's Tom Perrigo to my left, the School District
1560 has worked with Kyle, LLC, on the Kyle Master Plan, and we have no objection to the – City
1561 adopting the plan attached with the school sites shown.

1562 And, if I just may for the record, the school sites shown are the same shown on this master plan.
1563 This – City does not plan schools; the Clark County School District plans schools. We assume,
1564 and we need to trust the School District feels that these school sites are appropriate for this
1565 master plan. I did want to put that on the record today.

1566

1567 **MAYOR GOODMAN**

1568 All right.

1569

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1569 **COUNCILWOMAN TARKANIAN**

1570 And, Mr. Mayor?

1571

1572 **MAYOR GOODMAN**

1573 Yes.

1574

1575 **COUNCILWOMAN TARKANIAN**

1576 I just wanted to add that, it's, they are giving us the land for the schools, and we've not have that
577 done before any place, even Summerlin didn't give us the land fully. We had a percentage of off-
1578 sites and other things. I don't know if you've worked that out with them or not. But, the School,
1579 I'm sure, will be adding additional schools there. These are three that you begin with and they
1580 approve this, but I don't think they're saying these'll be the only schools. But they will have to
1581 add, and they know that, but they don't know that far in the future.

1582

1583 **MAYOR GOODMAN**

1584 Okay. All right. Thank you. Councilman Ross, I think everybody's had their say.

1585

1586 **COUNCILMAN ROSS**

1587 I think so, too, Your Honor, and I appreciate, Councilman Brown, your comments, and
1588 Councilwoman Tarkanian, thank you very much. And Mr. Lewis, thanks for touching on that
1589 'cause I had that in my notes and forgot to address it.

1590 Councilwoman, it's also important we continue our good relationship with the Clark County
1591 School District as projects to come to us, and we have the foresight and try to – plan for the years
1592 to come 'cause I know they do. So, we're an integral part of that and wanna continue that
1593 relationship.

1594

1595 **MAYOR GOODMAN**

1596 Councilman Ross, Mr. Perrigo, I believe, wanted to add something.

1597

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1597 **TOM PERRIGO**

1598 Thank you, Mayor. Very briefly, I did want to point out, I said it in my presentation earlier, but I
1599 want to point out on the screen here is a copy of the amendments to the design guidelines and
1600 development standards that was handed out to you and was given to the City Clerk for the record.
1601 They don't substantially change any of the documents, it's just some cleaning up of some of the
1602 language.

1603

1604 **MAYOR GOODMAN**

505 All right. Thank you.

1606

1607 **COUNCILMAN ROSS**

1608 We – don't –

1609

1610 **MAYOR GOODMAN**

1611 All right.

1612

1613 **COUNCILMAN ROSS**

1614 We –

1615

1616 **MAYOR GOODMAN**

1617 Coun –

1618

1619 **COUNCILMAN ROSS**

1620 Thank you, Your Honor.

1621

1622 **MAYOR GOODMAN**

1623 Okay.

1624

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1624 **COUNCILMAN ROSS**

1625 We don't need to do an, as an amendment do we, Mr. Perrigo? Or do we?

1626

1627 **JAMES LEWIS**

1628 Mr. Mayor, if I may?

1629

1630 **MAYOR GOODMAN**

1631 Yes.

532

1633 **JAMES LEWIS**

1634 Actually, because I –, I, for the record, would like this to be completely clear. There is no
1635 assertion in some later date that some language got changed and nobody knew that, how it got
1636 changed, when it got changed, why it got changed. I would ask that you take the document dated
1637 May 16th, 2007, that has been distributed to this Council, and actually make a formal
1638 amendment, by voting to include these amendments into the development agreement. Now
1639 having said that, remember the order in which I had asked that we – do this. We – I'd ask you to
1640 approve the park agreement for, or I'd ask you to consider the park agreement first. I would ask
1641 you then to consider the amendments on the May 16th draft of amendments, then I would ask
1642 you to consider the development agreement once those amendments are officially made, then I
1643 would like you to consider the zoning matter, if you could, please.

1644

1645 **MAYOR GOODMAN**

1646 Right. We're gonna vote on Item 73 first.

1647

1648 **COUNCILMAN ROSS**

1649 Thank you, Your Honor. Thank all of you that have been here today, especially the folks who
1650 live out there. Your Honor, **I move to approve Agenda Item 73, subject to all conditions.**

1651

CITY COUNCIL MEETING OF
May 16, 2007
COMBINED VERBATIM TRANSCRIPT FOR ITEMS 73, 94 AND 95

1651 **MAYOR GOODMAN**

1652 All right. Please vote. Post. Motion carries. (**Motion carried unanimously.**)

1653

1654 **COUNCILMAN ROSS**

1655 And, likewise, I approve, and this'll be taking it out of order, Mr. Lewis.

1656

1657 **MAYOR GOODMAN**

1658 94.

559

1660 **COUNCILMAN ROSS**

1661 Well –

1662

1663 **JAMES LEWIS**

1664 Well, we've got, next would be the amendments to the development agreement, that we'd like
1665 you to vote on and to approve, and then we would ask you to then approve the development
1666 agreement.

1667

1668 **COUNCILMAN ROSS**

1669 So, we'll stay in order, 94, 95?

1670

1671 **JAMES LEWIS**

1672 Right . Yes, Sir. Our recommendation, 94 is the – development agreements, so, yes, vote then on
1673 the amendments for the May 16th letter, then vote upon 94, please.

1674

1675 **COUNCILMAN ROSS**

1676 All right. I would move –

1677

1678 **COUNCILWOMAN TARKANIAN**

1679 Mr. Mayor?

1680 Page 60 of 64

CITY COUNCIL MEETING OF
May 16, 2007
COMBINED VERBATIM TRANSCRIPT FOR ITEMS 73, 94 AND 95

1680 **MAYOR GOODMAN**

1681 Yes.

1682

1683 **COUNCILWOMAN TARKANIAN**

1684 Could I just ask a question? Councilman Ross, now, we're voting on the development plan that
1685 they have visioned in their mind that this is what's gonna happen in these different places, but
1686 when you do get to the casino, which might be of significant impact and concern, you will come
1687 back to it. You will do the mailings at the distance you said, I think twenty-five hundred and that
588 will then give the input to the public of, I hope, a transparency of being able to give their
1689 concerns. Am I correct? We're not saying, yes, you're gonna put it there for sure. We're saying
1690 this is what we're, the plan has but, to be sure, you have to go through the final vote?

1691

1692 **COUNCILMAN ROSS**

1693 Councilwoman, they're not sure they're gonna put it there for sure, but I'll let Mr. Lewis
1694 comment.

1695

1696 **COUNCILWOMAN TARKANIAN**

597 Well, I – thought some people didn't know that. They'd asked me questions –

1698

1699 **COUNCILMAN ROSS**

1700 No.

1701

1702 **COUNCILWOMAN TARKANIAN**

1703 – and I just wanna clarify it.

1704

1705 **MARK FIORENTINO**

1706 It's actually an easy answer, Your Honor, Councilman Ross, Councilwoman. The answer is, yes.

1707 We can't do a casino without another action and vote by you all and they will get notice of it.

1708

CITY COUNCIL MEETING OF
May 16, 2007
COMBINED VERBATIM TRANSCRIPT FOR ITEMS 73, 94 AND 95

1708 **JAMES LEWIS**

1709 And I – might just add, it's several actions, several –

1710

1711 **COUNCILWOMAN TARKANIAN**

1712 All of them, really.

1713

1714 **JAMES LEWIS**

1715 All of them. So, he said action. Really, there are several items so –

716

1717 **COUNCILWOMAN TARKANIAN**

1718 Right –

1719

1720 **JAMES LEWIS**

1721 – that will come back before you, a gaming enterprise district, a special use permit, many
1722 discretionary items. They – the residents may and probably will be involved in those
1723 conversations.

1724

1725 **MAYOR GOODMAN**

1726 And, Councilman Ross, I believe that the motion would be, on Item No. 94, to be approve it with
1727 the amendments.

1728

1729 **COUNCILMAN ROSS**

1730 I think so, instead of approving the amendment, and then 94, 'cause that amendment is not
1731 agendized (sic).

1732

1733 **MAYOR GOODMAN**

1734 That's correct.

1735

CITY COUNCIL MEETING OF
May 16, 2007
COMBINED VERBATIM TRANSCRIPT FOR ITEMS 73, 94 AND 95

1735 **JAMES LEWIS**

1736 Well –

1737

1738 **COUNCILMAN ROSS**

1739 So, I'm following this legal counsel.

1740

1741 **JAMES LEWIS**

1742 Okay.

1743

1744 **COUNCILMAN ROSS**

1745 We're gonna move to approve Agenda Item 94, with the amendment of that letter, dated

1746 May – 16th –

1747

1748 **JAMES LEWIS**

1749 May 16th, 2007.

1750

1751 **MAYOR GOODMAN**

1752 (inaudible)

1753

1754 **JAMES LEWIS**

1755 May 16th, 2007.

1756

1757 **COUNCILMAN ROSS**

1758 That should cover us. Am I correct, Mr. Lewis?

1759

1760 **JAMES LEWIS**

1761 That will certainly do the job.

1762

CITY COUNCIL MEETING OF
May 16, 2007
COMBINED VERBATIM TRANSCRIPT FOR ITEMS 73, 94 AND 95

1762 **COUNCILMAN ROSS**

1763 That's my motion, Your Honor.

1764

1765 **MAYOR GOODMAN**

1766 All right. That, that's the motion. Let's vote, please. Post, please. Motion carries. **(Motion**
1767 **carried unanimously.)**

1768

1769 **COUNCILMAN ROSS**

770 And also Agenda Item No. 95, would move to approve, subject to conditions, and as discussed in
1771 this great meeting.

1772

1773 **MAYOR GOODMAN**

1774 All right. Let's vote, please. Post. That's okay. Motion carries. **(Motion carried unanimously.)**

1775 Thank you.

1776 **(END OF DISCUSSION)**

1777 /cv;ac;gpb;lc

AGENDA SUMMARY PAGE - PLANNING & DEVELOPMENT
CITY COUNCIL MEETING OF: MAY 16, 2007

DEPARTMENT: PLANNING & DEVELOPMENT

DIRECTOR: M. MARGO WHEELER

☐ Consent ☒ Discussion

SUBJECT:
REZONING

ZON-20543 - PUBLIC HEARING - APPLICANT/OWNER: KYLE ACQUISITION GROUP, LLC - Request for Rezoning FROM: R-E (RESIDENCE ESTATES) AND U (UNDEVELOPED) TND (TRADITIONAL NEIGHBORHOOD DEVELOPMENT) LAND USE DESIGNATION] TO: TD (TRADITIONAL DEVELOPMENT) on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road (APNs 125-06-001-001 and 002; 125-06-002-001, 002, 003 and 009; 125-07-101-001 and 002; 125-07-201-001 and 002; 125-07-301-001 and 002; 125-07-401-001 and 002; 125-07-501-001 and 002; 125-07-601-001 and 002; and 126-12-000-001), Ward 6 (Ross). NOTE: To be heard in conjunction with Morning Session Item 73

PROTESTS RECEIVED BEFORE:

Planning Commission Mtg.

8

City Council Meeting

1

APPROVALS RECEIVED BEFORE:

Planning Commission Mtg.

0

City Council Meeting

0

RECOMMENDATION:

No Recommendation

BACKUP DOCUMENTATION:

1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Kyle Canyon Development Standards and Design Guidelines
6. Backup referenced from the 05-10-07 Planning Commission Meeting Item 12

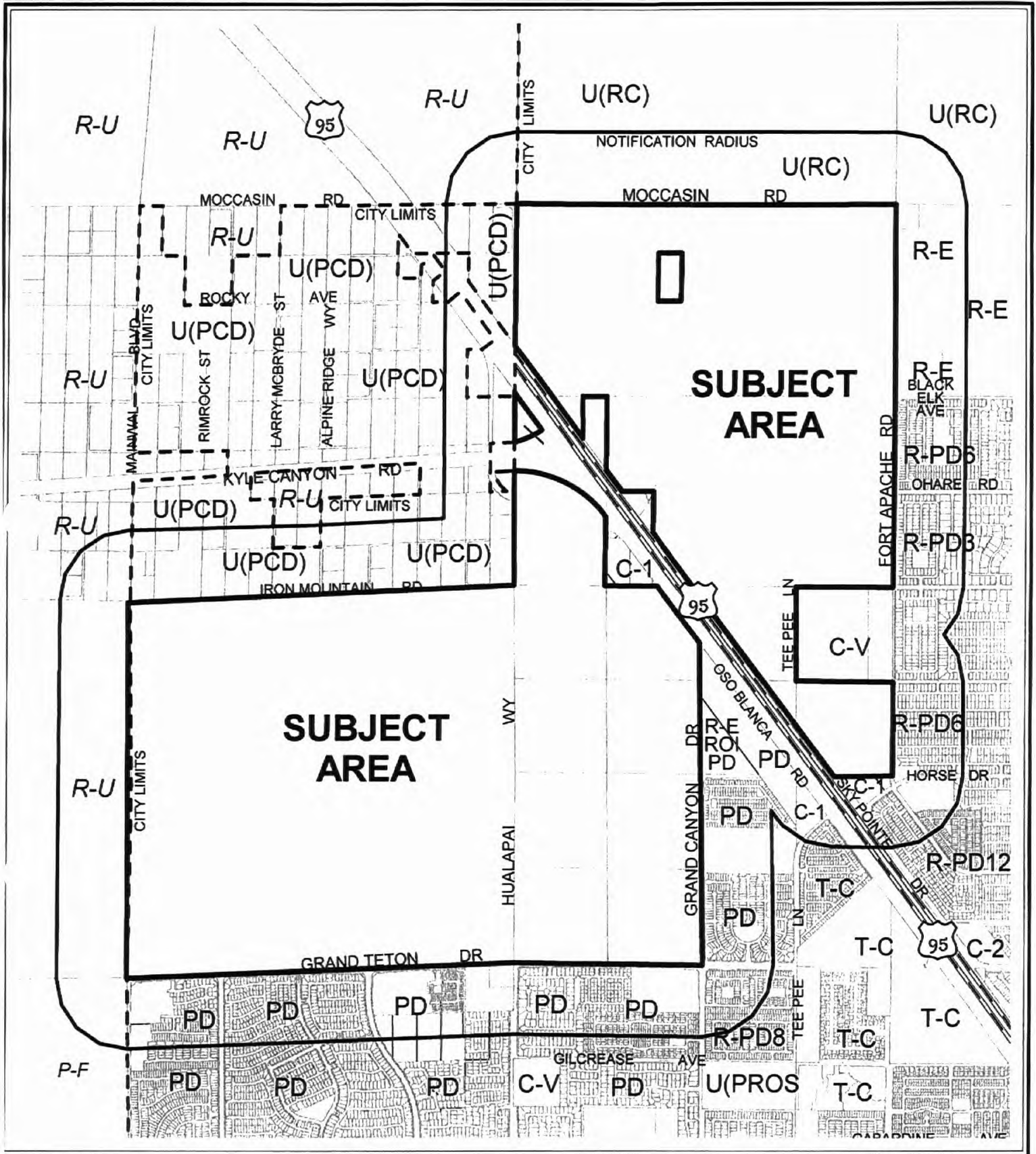
Motion made by STEVEN D. ROSS to Approve Subject to Conditions

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

BRENDA J. WILLIAMS, LOIS TARKANIAN, 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 94 for related discussion and backup.



CASE: ZON-20543

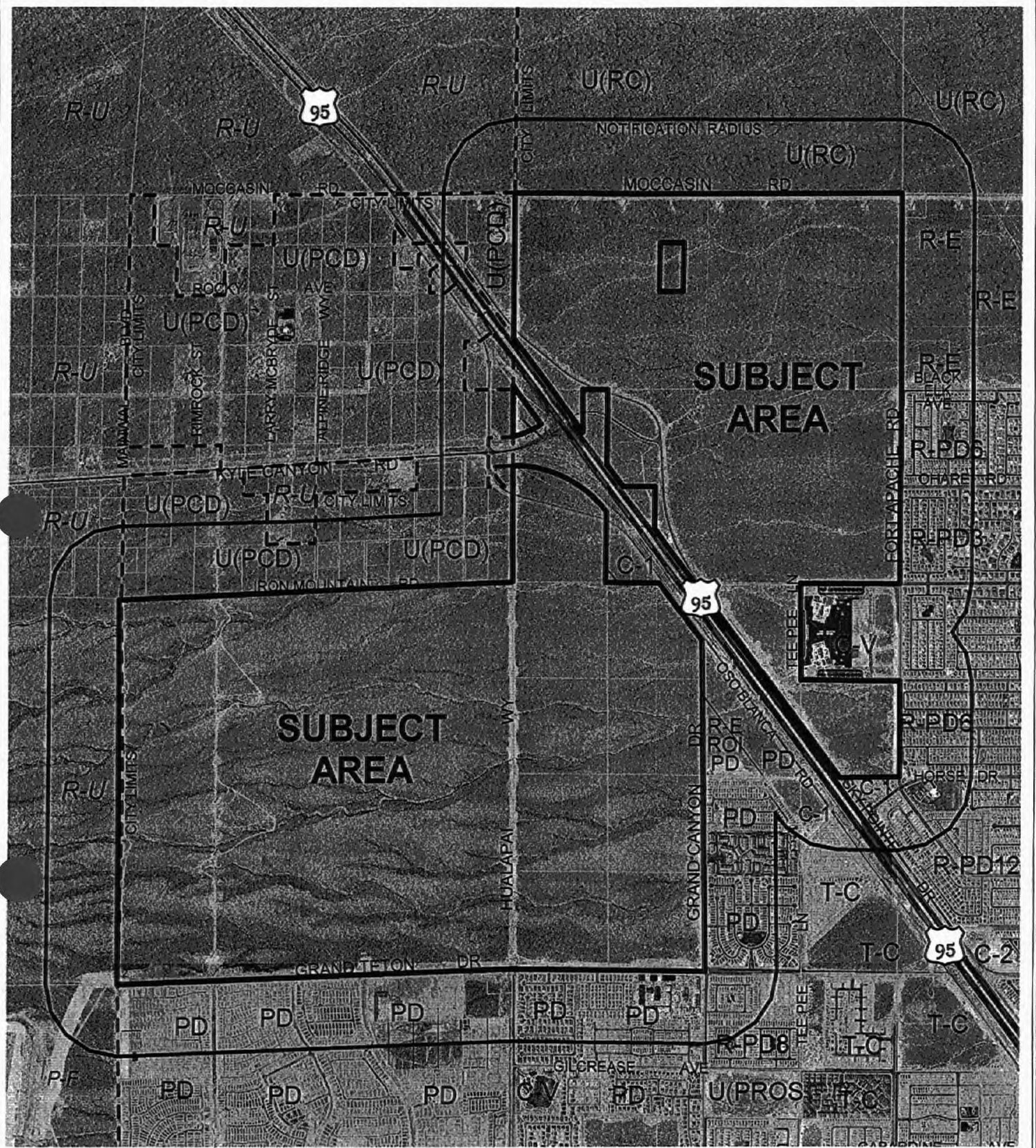
RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) AND U (DEVELOPED) [TND (TRADITIONAL NEIGHBORHOOD DEVELOPMENT) LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:

TD (TRADITIONAL DEVELOPMENT)



CASE: ZON-20543

RADIUS: 1000 FT

ZONING OF SUBJECT PROPERTY:

R-E (RESIDENCE ESTATES) AND U (DEVELOPED) [TND (TRADITIONAL NEIGHBORHOOD DEVELOPMENT) LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY:

TD (TRADITIONAL DEVELOPMENT)

0 2000 4000 Feet



*City of Las Vegas***AGENDA MEMO****CITY COUNCIL MEETING DATE: MAY 16, 2007****DEPARTMENT: PLANNING AND DEVELOPMENT****ITEM DESCRIPTION: ZON-20543 - APPLICANT/OWNER: KYLE ACQUISITION GROUP, LLC**

**** CONDITIONS ******Public Works**

1. The existing public right-of-way grant for the southern alignment of the proposed "Northern Beltway" (AKA Mountains' Edge Parkway) must be vacated prior to the submittal of any Final Map that does not accommodate the existing right-of-way. The applicant shall enter into a formal agreement with the City to replace the existing rights-of-way with appropriate rights-of-way along the Northern Alignment as depicted on the City's Master Plan of Streets and Highways prior to submittal of a Parent Tentative Map for this site, and the terms of such agreement shall have been complied with prior to submittal of a Parent Final Map for this site.
2. Dedicate appropriate rights-of-way for public street infrastructure within this Master Plan to the City of Las Vegas in accordance with the Kyle Canyon Development Agreement and Design Guidelines and as required in the approved Master Traffic Study, Master Drainage Study, and Master Sanitary Sewer Study. Grant pedestrian access easements and appropriate easements for all public facilities (sewer, drainage, sidewalk, traffic signal, streetlighting, etc) as required by the City.
3. Coordinate with the Right-of-Way Section of the Department of Public Works to determine the application submittal requirements for Bureau of Land Management (BLM) applications for all BLM-held properties adjacent to roadways proposed in this development. A copy of the plant survey (if applicable), approved right-of-way grant issued by BLM, receipt for tortoise mitigation fee payment and notice to proceed issued by BLM (if applicable) shall be submitted to the Right-of-Way Section prior to approval of construction drawings for this site or the issuance of any permits, whichever may occur first.
4. Submit an application to amend the City's Master Plan of Streets and Highways for all affected Master Planned roadways interior and adjacent to this site prior to the submittal of a Parent Final Map for this site. The proposed amendment to the Master Plan of Streets and Highways must be approved by the City Council prior to the recordation of a Parent Final Map.

5. Appropriate half-street or full-width street improvements, including appropriate overpaving (if legally able) of all public streets proposed as part of the Master Development Plan shall be constructed by the Master Developer in accordance with the Kyle Canyon Development Agreement and Design Guidelines and the approved Master Traffic Study. Where this site is required to construct public street improvements on two sides of a "Not a Part" piece, or where needed for pavement continuity, widened paving shall be constructed adjacent to the not a part piece unless specifically allowed otherwise by the City Engineer.
6. Submit a design for approval by the City Traffic Engineer of the Shaumber Road and Grand Teton Drive intersection demonstrating how the roadway will be designed around the existing power transmission pole. This design shall be reflected on the Parent Final Map for this site.
7. Coordinate with the Nevada Department of Transportation (NDOT) for all work within existing NDOT rights-of-way and controlled-access areas. Obtain appropriate Occupancy Permits for all such work.
8. Provide public sewer easements for all public sewers not located within existing public street right-of-way prior to the issuance of any permits as required by the Department of Public Works. Improvement Drawings submitted to the City for review shall not be approved for construction until all required public sewer easements necessary to connect this site to the existing public sewer system have been granted to the City.
9. An update to the approved Master Drainage Study shall be submitted for approval by the Flood Control Section that illustrates the proposed phasing of improvements in accordance with the Development Agreement.
10. The Parent Tentative Map shall show all additional right-of-way for turn lanes and bus turnouts required by the Master Traffic Study, and such additional rights-of-way shall be dedicated on the Parent Final Map unless an update to the approved Master Traffic Impact Analysis is submitted to and approved by the Department of Public Works that shows that specific additional rights-of-way are not required. Comply with the recommendations of the approved Master Traffic Study update prior to occupancy of the site. If additional rights-of-way are not required and Traffic Control devices are or may be proposed within or adjacent to this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted on the Parent Final Map. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

11. The City may require updates to the approved Traffic Impact Analysis if future development is proposed that differs substantially, in the opinion of the City Traffic Engineer, from the assumptions of the approved Master Traffic Impact Analysis. Additional public right-of-way dedications may be required to accommodate such changes.
12. Site-specific Drainage Plans and Traffic Access Analysis Reports may be required as each internal site develops as required by the Department of Public Works. The City reserves the right to impose additional site-specific conditions with future site development actions.
13. Site development to comply with the Kyle Canyon Development Agreement and Design Guidelines, the approved Master Traffic Study, Master Drainage Study and Master Sanitary Sewer Study and all other site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for the Rezoning of R-E (Residence Estates) and U (TND) (Undeveloped) [TND (Traditional Neighborhood Development) General Plan Designation] to T-D (Traditional Development) on 1,712 acres at the southwest corner of Fort Apache Road and Moccasin Road.

The applicant states that this request is a part of the framework needed for the orderly development of this area of the city. The requested zoning district is designated under Title 19 for the development of comprehensively-planned mixed-use communities, with a minimum of eighty contiguous acres of land under one ownership or control, which can provide a balanced mix of residential, commercial and civic uses.

The proposed rezoning to the T-D (Traditional Development) zoning district is consistent with the existing TND (Traditional Neighborhood Development) General Plan designation. In conjunction with the Kyle Canyon Development Standards and Design Guidelines and Master Development Agreement, this action will allow this area to develop as outlined by the General Plan and approval of this request is recommended.

BACKGROUND INFORMATION

<i>Related Relevant City Actions by P&D, Fire, Bldg., etc.</i>	
01/03/01	The City Council approved a petition (A-0019-99) to annex property generally located on the northwest corner of Hualapai Way and Grand Teton Road containing 667 acres of land.
04/02/03	ZON-1364 The City Council approved a request to Rezone (ZON-1364) portions of property along the Rancho Corridor in an attempt to clean up the disparity between the zone and general plan designations in this area. The Planning Commission and staff recommended approval.
05/19/04	The City Council approved a request to amend a portion of Map 10 of the General Plan (GPA-4044) to realign power line corridors within the Cliff's Edge Master Development Plan area. The realignment placed power lines on the north side of Grand Teton Drive, within the Kyle Canyon area and within the overall subject parcel. The Planning Commission and staff recommended approval.
12/01/04	The City Council approved a request to amend the Master Plan Recreation and Transportation Trail Elements (GPA-5157) to re-designate portions of proposed alignments in developed areas as pedestrian paths. The Planning Commission and staff recommended approval.

01/05/05	The City Council approved a request to adopt the Northwest Open Space Plan (DIR-5543) for property generally located north of Cheyenne Avenue, west of Decatur Boulevard, and east of Puli Drive. The Planning Commission and staff recommended approval.
01/18/06	The City Council approved a request (GPA-9167) to amend a portion of the Centennial Hills Sector Plan of the Master Plan from SC (Service Commercial), PCD (Planned Community Development) and PF (Public Facilities), to TND (Traditional Neighborhood Development) on 1,712 acres generally located north of Grand Teton Drive, between Puli Road and Fort Apache Road. The Planning Commission and staff recommended approval.
06/07/06	The City Council approved a request (GPA-12339) to amend Map Eleven of the Centennial Hills Sector Plan to allow the relocation of an approved Electric Utility Substation from the northeast corner of Hualapai Way and Grand Teton Drive to a site north and west of the approved location; and for the addition of transmission lines related to the proposed relocation of the proposed substation. The Planning Commission and staff recommended approval.
07/19/06	The City Council approved a Site Development Plan Review (SDR-13535) and Special Use Permit (SUP-13536) to allow the relocation of an approved Electric Utility Substation from the northeast corner of Hualapai Way and Grand Teton Drive to a site north and west of the approved location. The Planning Commission and staff recommended approval.
04/26/07	The Planning Commission held this item in abeyance until the 05/10/07 meeting to allow more time to review the proposed changes and to notice the an additional item related to the development agreement.
05/10/07	A companion item for a Development Agreement (DIR-21605) will be heard concurrently with this item.
<i>Related Building Permits/Business Licenses</i>	
There are no building permits or businesses licenses related to this site or action.	
<i>Pre-Application Meeting</i>	
03/14/07	A pre-application meeting was held and elements of this application were discussed. Submittal requirements were discussed.
<i>Neighborhood Meeting</i>	
A neighborhood meeting is not required nor was one held.	

Field Check

No field check was conducted for this site.

Details of Application Request***Site Area***

Gross Acres 1,712

Surrounding Property	Existing Land Use	Planned Land Use	Existing Zoning
Subject Property	Undeveloped	TND (Traditional Neighborhood Development)	U (TND) (Undeveloped) [TND (Traditional Neighborhood Development) General Plan Designation]
			R-E (Residence Estates)
North	Undeveloped	PCD (Planned Community Development)	U (PCD) (Undeveloped) [PCD (Planned Community Development) General Plan Designation]
		TND (Traditional Neighborhood Development)	U (TND) (Undeveloped) [TND (Traditional Neighborhood Development) General Plan Designation]
South	Undeveloped	PCD (Planned Community Development)	PD (Planned Development)
			R-E (Residence Estates)
		SC (Service Commercial)	R-E (Residence Estates)
			C-2 (General Commercial)
	Single-Family Residential	PCD (Planned Community Development)	PD (Planned Development)
	Multi-Family Residential	PCD (Planned Community Development)	PD (Planned Development)
East	Undeveloped	PF (Public Facilities)	R-E (Residence Estates)
		L (Low Density Residential)	R-E (Residence Estates)
		ML (Medium-Low Density Residential)	R-E (Residence Estates)

	Public School, Primary	PCD (Planned Community Development)	C-V (Civic)
	Single-Family Residential	PCD (Planned Community Development)	R-PD3 (Residential Planned Development – 3 Units Pr Acre)
			R-PD6 (Residential Planned Development – 6 Units Pr Acre)
	Multi-Family Residential	PCD (Planned Community Development)	PD (Planned Development)
West	Undeveloped	PCD (Planned Community Development)	U (Undeveloped) [PCD (Planned Community Development) General Plan Designation]
		Clark County	Clark County

<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		Y
Rural Preservation Overlay District		X	n/a
Development Impact Notification Assessment	X		Y
Project of Regional Significance	X		Y

ANALYSIS

The subject site is located on the Centennial Hill Sector Map of the General Plan. The site is designated as TND (Traditional Neighborhood Development). This category allows development that is characterized as a mixed-use development type that allows for a balanced mix of housing, commercial, and civic uses. It is intended to be organized as a series of pedestrian-oriented neighborhoods with a mixture of housing types, with the uses of daily living within proximity of dwellings. The TND (Traditional Neighborhood Development) category differs from other designations by focusing on pedestrian-oriented neighborhoods that de-emphasizes gated, private streets, cul-de-sacs and perimeter walls along the roadways. The proposed rezoning to the T-D (Traditional Development) zoning district will allow a comprehensively-planned mixed-use community, with a minimum of eighty contiguous acres of land under one ownership or control, which can provide a balanced mix of residential, commercial and civic uses as outlined in Title 19.02.

The current version of the Kyle Canyon Development Standards and Design Guidelines illustrates how the Master Developer and the City of Las Vegas are attempting to meet the objectives of the TND (Traditional Neighborhood Development) General Plan Designation and the T-D (Traditional Development) zoning district. Specifically, the design guidelines emphasize the pedestrian and neighborhood connectedness called for by the proposed zoning designation. One way that they do this is by requiring that in certain positional situations, residential neighborhoods that make use of a cul-de-sac street have terminuses that end not in the typical residential lots completely surrounding the bulb but with a pedestrian oriented common lot. This configuration allows bicycle and pedestrian access between these normally cut off neighborhoods and the surrounding community. Additionally, the latest draft of the preliminary pod access points plan depicts efforts to maintain connections between neighboring developer parcels using both vehicular and pedestrian paths. Streets within the master plan area provide various ways to emphasize the pedestrian orientation by providing protected sidewalks and trails that are separated from the roadway by landscaping buffers of varying widths. Additionally, collector and neighborhood streets provide on-street parking lanes to add an extra layer of separation between pedestrian and vehicular traffic.

The development standards outline the use of walls in this master planned community. There are standards for walls along the perimeter of the overall community (village walls) as well as standards for product and front yard walls. The emphasis of the guidelines has been to minimize the solid block walls and incorporate more wrought iron view fencing. The wall heights are variable based on the topographic constraints of the individual site, but typically can not exceed heights of 12.67 feet for Village Walls, 18 feet for Product Walls, and 5.33 feet for front yard walls.

One main component of the TND (Traditional Neighborhood Development) General Plan Designation is that neighborhoods contain a mix housing types. Under the typical zoning or master plan certain areas are reserved for a limited type of housing (i.e. Title 19's R-1 (Single Family Residential) zoning district and The Cliff's Edge Master Plan's L (Low Density Residential) designation only allow single family detached structures conforming to development wide lot sizes and setback requirements). Under the development standards for Kyle Canyon various housing types are encouraged in each residential parcel type. Specifically, within the Neighborhood Residential Parcels, each builder is required to produce a minimum of two single family building types and no type may exceed 60 percent of the units in that developer parcel. In the Neighborhood Residential designation there are 11 building type variants to work with.

Further, the plan limits the number of gated communities within the plan area to a maximum of 4,000 units or 25 percent of the master plan's residential offerings. The guidelines prohibit these gated neighborhoods from using solid perimeter walls to enclose the development and are encouraged to use wrought iron view fences where possible. As a part of the allowance for gated communities, the standards still require that a number of these developments provide secured pedestrian access points to neighboring developer parcels and village streets.

The design guidelines include detailed descriptions of how the developers are to incorporate and make accessible the area's natural environment and the proposed trail system. The arroyos are being excluded from development and being integrated as a part of the community's parks and open space. The development standards give special attention to how neighborhoods and roadways that boarder these areas are to emphasize their openness and accessibility. One way that this is accomplished is to provide pedestrian access points from all developer parcels that are adjacent to these natural features. The trail and pedestrian pathways system within the master plan area is rather extensive, making the entire master plan area pedestrian accessible. The interior trail system connects to the broader community by linking to the Red Rock Canyon National Conservation Area, the Mountain Edge Parkway Trail and the city's trail system along Grand Teton Drive.

Overall the current version of the Kyle Canyon Development Standards and Design Guidelines meet the objectives of the TND (Traditional Neighborhood Development) General Plan Designation and proposed T-D (Traditional Development) zoning district. The allowance of cul-de-sac streets and the potential use of product walls to separate the developments have been mitigated in part by providing the pedestrian connections at select bulb terminuses and requiring access points between adjacent developer parcels. The potential for community and development walls are limited by the development standards and their impact reduced due to the direction to use view fences where possible versus solid, block walls.

The site encompasses multiple parcels that are to be included with the Kyle Canyon Development Standards and Design Guidelines and covered under the plan's Development Agreement. The proposed rezoning to the T-D (Traditional Development) zoning district is consistent with the existing TND (Traditional Neighborhood Development) General Plan designation. This rezoning is one of the necessary steps in moving forward with the master plan process for this area and staff is recommending approval of this item.

FINDINGS

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

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

The proposed rezoning would bring the zoning at this site into conformance with the TND (Traditional Neighborhood Development) designation as listed under the Centennial Hills Sector Plan of the General Plan. The TND (Traditional Neighborhood Development) category allows for a balanced mix of housing, commercial, and civic uses. The proposed Kyle Canyon Development Standards and Design Guidelines and Master Development Agreement will accommodate a range of development options and is in compliance with the General Plan.

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 Kyle Canyon Development Standards and Design Guidelines and Master Development Agreement identify uses and densities that are compatible with the areas that are currently developed. None of these properties should be affected by the possibility of rezoning. The proposed rezoning would be compatible with the residential and educational uses that surround the subject properties.

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

Growth and development factors indicate a need for future residential, commercial, and civic activities to locate in this area. Given the existing General Plan designation of TND (Traditional Neighborhood Development) on the subject site, the rezoning to the T-D (Traditional Development) zoning district is appropriate for the 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 will receive access from U.S. 95 as well as other major and minor streets that will be connected or developed as apart of the Kyle Canyon Development Standards and Design Guidelines and Master Development Agreement.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

4

ASSEMBLY DISTRICT 13

SENATE DISTRICT 9

NOTICES MAILED 2,013 by Planning Department

APPROVALS 0

PROTESTS 0



PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: **ZON-20543** APN: SEE LIST
Name of Property Owner: Kyle Acquisition Group, LLC
Name of Applicant: Kyle Acquisition Group, LLC

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

 Yes

 X No

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

City Official: _____

Partner(s): _____

APN: _____

Signature of Property Owner: _____

Print Name: JOHN A. RITTER

Subscribed and sworn before me

This a day of September , 20 05

Kelly Herman
Notary Public in and for said County and State





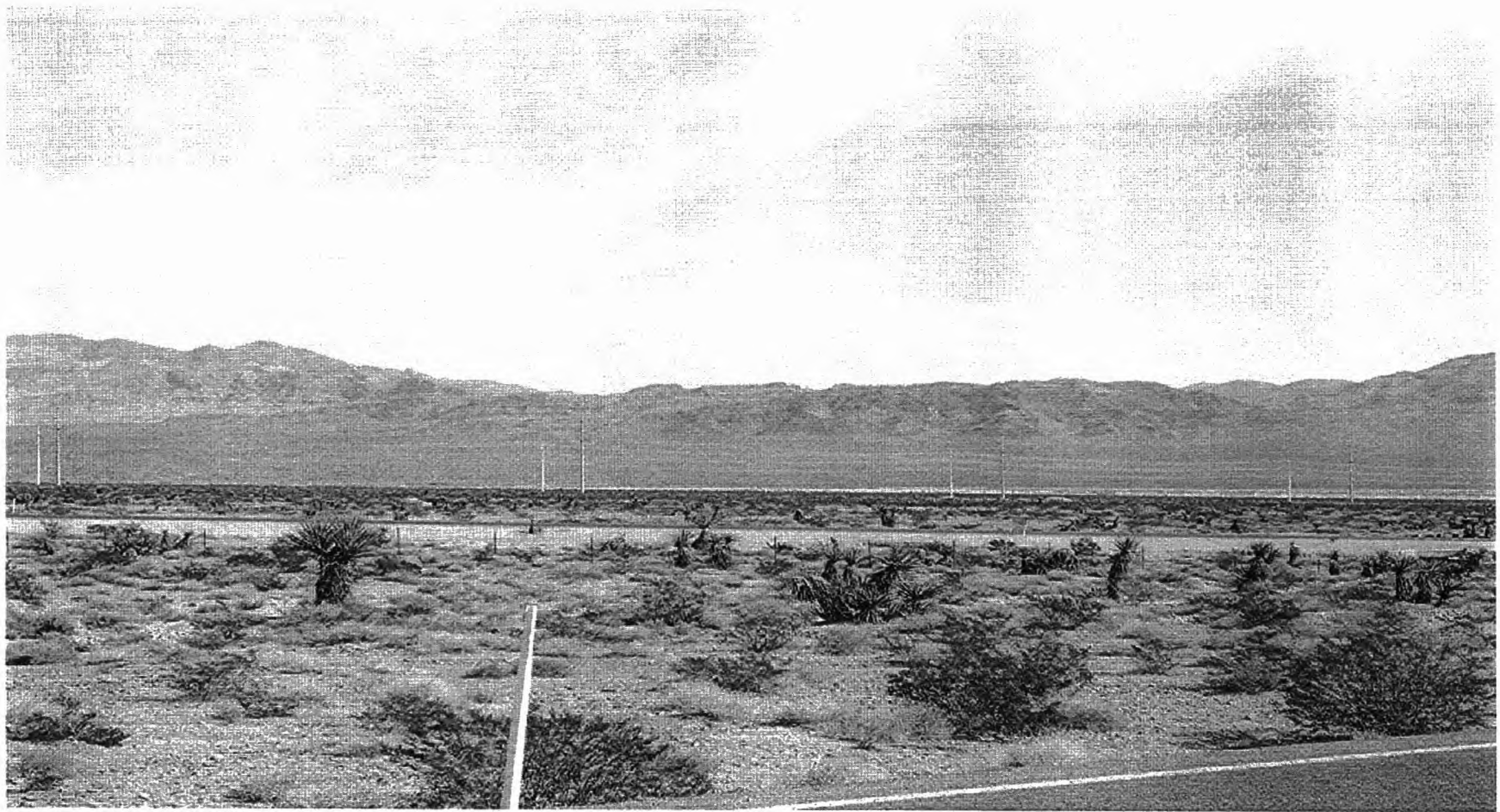
ZON-20543, APPLICANT/OWNER: KYLE ACQUISITION GROUP, LLC
SOUTHWEST CORNER OF FORT APACHE ROAD AND MOCCASIN ROAD
MAY 10, 2007 PLANNING COMMISSION

03/26/07



ZON-20543, APPLICANT/OWNER: KYLE ACQUISITION GROUP, LLC
SOUTHWEST CORNER OF FORT APACHE ROAD AND MOCCASIN ROAD
MAY 10, 2007 PLANNING COMMISSION

03/26/07



ZON-20543, APPLICANT/OWNER: KYLE ACQUISITION GROUP, LLC
SOUTHWEST CORNER OF FORT APACHE ROAD AND MOCCASIN ROAD
MAY 10, 2007 PLANNING COMMISSION

03/26/07

November 1, 2005

Mr. Tom Perrigo, Planning Manager
City of Las Vegas
Planning and Development Department
731 South 4th Street
Las Vegas, NV 89101



SUBJECT: JUSTIFICATION LETTER FOR RE-ZONING FROM U(PCD), U(PF), U(SC) AND R-E TO TD (TRADITIONAL DEVELOPMENT), INCLUDING THE MASTER DESIGN GUIDELINES FOR A 1,712 ACRE MASTER PLANNED COMMUNITY (KYLE CANYON) LOCATED IN WARD 6 (APN'S: 125-06-001-001; 125-06-001-002; 125-06-002-001; 125-06-002-002; 125-06-002-003; 125-06-002-009; 125-07-101-001; 125-07-101-002; 125-07-201-001; 125-07-201-002; 125-07-301-001; 125-07-301-002; 125-07-401-001; 125-07-401-002; 125-07-501-001; 125-07-602-001; 125-07-602-002; AND 126-12-000-001)

Dear Tom:

My office represents the applicant in the above mentioned request which will accommodate a 1,712 acre mixed-use Master Planned Community within the City of Las Vegas' Centennial Hills Sector Plan area.

The majority of the areas within the boundary of this request are currently planned PCD (Planned Community Development) in the Centennial Hills Sector Plan. The City is processing a General Plan Amendment to take all of the area from PF (Public Facility), SC (Service Commercial) and PCD (Planned Community Development) to TND (Traditional Neighborhood District) which will make this Rezoning request conforming.

The Kyle Canyon Master Plan and its accompanying Design Guidelines reflect the objectives as set forth in the TD (Traditional Development) Zoning District of Title 19 of the City Municipal Code.

The applicant's objective in submitting this request is to provide the framework for the orderly development of roughly 1,712 acres that are harmonious and beneficial to the City of Las Vegas. The Plan, when developed, will provide a variety of housing types and employment opportunities which will further benefit the City and its current and future residents. In addition, the development of this Plan will avoid the premature or

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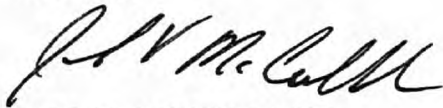
**ZON-20543
04/26/07 PC**

inappropriate development of uses that could occur if this area were to develop in a piecemeal fashion.

Furthermore, the Plan's Design guidelines will ensure quality, visual continuity, and consistency of design that reflect the specific circumstances of the site. We are confident that this Plan will result in a Master Planned Community that is unique to the Las Vegas Valley and one in which others will look to for inspiration for future developments.

Should any further information be desired, feel free to contact me at 702-395-3154. Thank you for your time and dedication with respect to this project. Your consideration of this request is greatly appreciated

Sincerely,



JOEL V. MCCULLOCH
PLANNING COORDINATOR



ZON-20543
04/26/07 PC

**KYLE CANYON
DEVELOPMENT STANDARDS
AND
DESIGN GUIDELINES**

("DESIGN GUIDELINES")

May 8, 2007

KYLE CANYON DESIGN GUIDELINES

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Section 1

Introduction

1.1 PURPOSE AND INTENT

Kyle Canyon is a new master planned community in the northwestern portion of the Las Vegas Valley. The location of Kyle Canyon is shown on Figure 1-1. These Design Guidelines provide the standards for, among other things, intensity and type of use, residential density, building design, layout, configuration, height, coverage, spacing, bulk and setback requirements, commercial uses and signage, open space and landscaping, on-site vehicular and pedestrian circulation and parking, urban design elements and features, and site amenities for development within Kyle Canyon.

An extraordinary amount of time, resources, and capital will be expended to develop infrastructure, landscaping and other site improvements at Kyle Canyon that are integral to the creation of a strong sense of identity. The Design Guidelines are intended to provide a vehicle to protect and maintain the long-term quality and value of the community. Accordingly, the Design Guidelines apply to all construction within Kyle Canyon; residential and non-residential, including new construction, remodeling and additions, landscaping, signage, and neighborhood amenities.

Where noted, the sketches and graphic representations contained herein are for conceptual purposes only, and are to be used as general visual aids in understanding the basic intent of the guidelines. They are not meant to depict any actual lot or building design.

1.2 DEFINITIONS

Certain defined terms that are used throughout the Kyle Canyon Design Guidelines are described in the Glossary in Section 10 at the end of this document.

1.3 RESPONSIBILITY OF REVIEW

The Master Developer's purpose in plan review is to ensure that each project meets the intent of the Design Guidelines and Development Declarations. All projects within Kyle Canyon require review and approval by the Master Developer prior to submittal to the City of Las Vegas or any other public agency.

1.4 HOUSING MIX

A diverse mix of land uses, housing types and densities will make up the neighborhoods of Kyle Canyon. The broad range of Residential Building Types described in Section 3.5 will all be allowed in Kyle Canyon, ranging from high density single family attached and multi-family stacked residential in an urban Mixed-Use environment to more "traditional" single family detached homes. Some homes will be alley loaded or in clusters or surrounding green courts while others will load from the front with garages de-emphasized by recesses or front yard porches and courtyards. The intent of the variety in Residential Building Types is to allow a wide segment of the diverse, growing population of the City of Las Vegas to find a home that serves its needs. Supplementing this product variety are the architectural styles of Kyle Canyon, which will allow for a high quality of streetscape and individuality of homes with a common thread of cohesion.

1.5 CONSERVATION AND PRESERVATION

Conservation and preservation of natural resources and environmentally sensitive areas is a key component of the land plan for Kyle Canyon. It is a fundamental tenet of design in Kyle Canyon that residential quality of life is greatly increased by including accessible

open space as a usable and accessible amenity. Reservation of open space will occur throughout Kyle Canyon in the form of:

- The natural arroyos that are a dominant landform and valuable natural feature running through the site as shown on Figure 2-3.
- Public gathering spaces such as the Town Center Park shown on Figure 2-3.
- Passive and active parks throughout the development.
- Extensive streetscapes with drought tolerant plantings.
- An integrated and connected system of pedestrian, bicycle and natural trails running along streets and through natural open spaces as shown on Figure 2-3.

1.6 ENVIRONMENTAL COMPATIBILITY

Kyle Canyon will be responsive to the existing environment and the future needs of the area. Planning major circulation systems and neighborhoods to respect the topography of the site will allow pathways throughout Kyle Canyon to connect neighborhoods to each other, open spaces, the arroyos and Community park areas. These pathways make pedestrian and vehicular traffic compatible with each other, while tying the natural features of the site to everyday life at Kyle Canyon.

The following Principles of Green Building will direct and inform all development within the community. Kyle Canyon will meet or exceed the following:

SITE AND AREA ENHANCEMENT

- Reserve selected natural open space areas for active and passive recreation, visual relief, habitat preservation, nature observation, hiking and biking, and flood control
- Retain the natural arroyos that are an important landform feature of the area

- Develop pedestrian, bicycle, and interpretive trails along the arroyos
- Provide an equestrian trail along the right-of-way of Grand Teton Boulevard
- Provide for outdoor living spaces such as courtyards, porches, balconies and miradors
- Develop night sky preservation standards for street lighting and outdoor lighting for buildings, focusing beams down toward the streets and buildings, and minimizing stray lighting while still providing adequate lighting for pedestrian and vehicular convenience.

ENERGY EFFICIENCY

- Ensure that all residences are energy efficient:
 - Ensure that all home designs are independently verified by a licensed Mechanical/Electrical/Plumbing Engineer to be in compliance with the 2006 International Energy Conservation Code as adopted by the City of Las Vegas.
- Provide as an option to homebuyers, a total fluorescent lighting system with electronic ballasts, and indoor motion activated lighting
- Provide information and referrals to homebuyers on the purchase and installation of solar energy systems, including photo-voltaic roof tiles.
- Select and locate deciduous shade trees in front yards, wherever practical, to optimize shading of southerly and westerly exposures of homes
- Provide lighter colors of roofing as described in Section 7 to reduce solar heat gain
- Builders will offer consumers, as an option, appliances that meet Energy Star eligibility requirements.
- Use external shading devices where feasible to minimize unwanted heat gain such as trellises, roof overhangs, awnings, shade screens, and low-e window coatings
- Properly seal and insulate ducts

- Select energy efficient heating/cooling equipment (Minimum SEER 13) and appliances
- Require programmable thermostats
- Construct at least one community center in accordance with Leadership in Energy and Environmental Design (LEED) Certification requirements (Silver Level).

IMPROVED INDOOR AIR QUALITY

Materials, paints and coatings used in the construction process can be selected to improve the indoor air quality of new homes. Bearing in mind that consumers are cost conscious and that certain materials, paints and coatings may not be as durable or others more commonly used in the building process, the following shall be implemented:

- Builders will offer consumers, as an option, a package of paints and coatings for the inside of residences that meet or exceed the VOC and chemical component limits of Green Seal requirements
- Builders will offer consumers, as an option, carpeting in residential buildings that meets the Carpet and Rug Institute Green Level Indoor Air Quality Test Program
- Builders will offer consumers, as an option, alternative formaldehyde-free insulations

REDUCE WATER USAGE

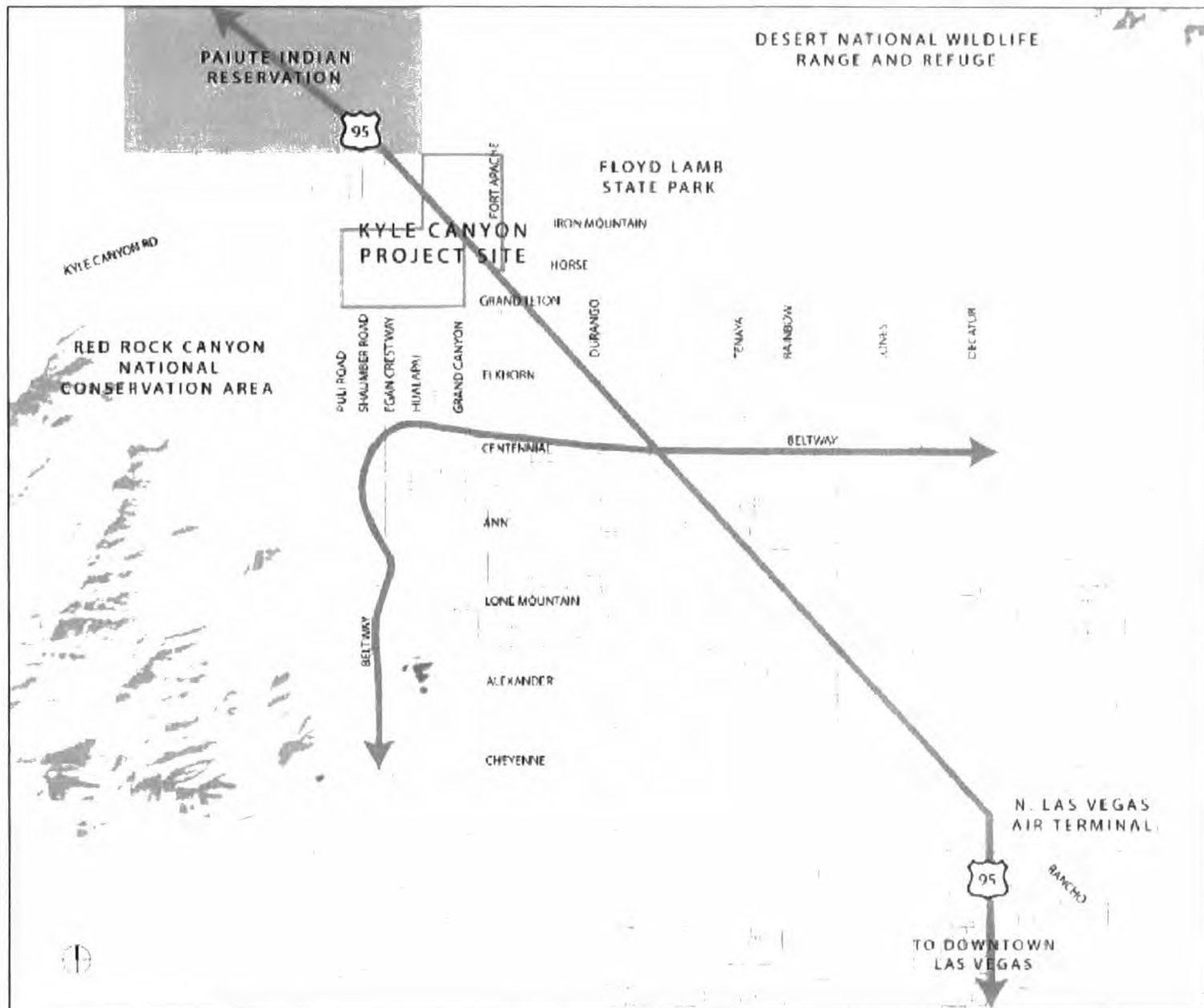
- Cooperate with the Southern Nevada Water Authority to create and participate in a Water Smart Community program in which all homes and commercial structures adhere to the Authority's Water Smart standards
 - All single family residences within Kyle Canyon shall meet the Southern Nevada Water Authority's Water Smart Home Standards as they existed on July 1, 2006:
- Common area natural turf is allowed only in functional recreational areas that are at least 50' wide and the sprinkler system must meet a distribution uniformity standard of 65%

- Provide a central control irrigation system linked to an on-site weather station for natural turf multi-use fields, soccer fields, and baseball/softball fields.
- Offer evapo-transporative irrigation monitors to all homeowners as an option
- Comply with or exceed all current landscaping guidelines and drought related restrictions on water use enacted by the City and the SNWA
- Use low-flow plumbing fixtures as defined in the SNWA Water Smart Home Program
- Use a hot water recirculating system or alternate that is acceptable within SNWA Water Smart Home Program standards
- Provide desert responsible landscaping (xeriscape)
- Install and maintain a demonstration garden in conjunction with a community information center to educate homeowners on drought tolerant plants.

IMPLEMENTATION OF ENVIRONMENTAL COMPATIBILITY CONCEPTS

The Master Developer's design review procedure described in Section 9 will assure compliance with the required elements of environmental compatibility design. In addition Master Developer will require that each builder provide the Master Developer with a semi-annual report on units sold with options selected by homebuyers that enhance energy conservation, improve indoor air quality, and reduce water usage beyond minimum requirements. The semi-annual report will also include information on compliance with the Environmental Compatibility requirements of Section 1.6 and the Energy Conservation requirements of Sections 4.3.2 and 4.4.2. Compliance information will be based on inspection of five percent of the units constructed in the reporting period. Master Developer will compile aggregate information on environmental compatibility and provide reports to the City of Las Vegas.

FIGURE 1-1 [This figure is conceptual and does not necessarily accurately depict actual development]



Section 2

Community Design Concept

The central design concept behind Kyle Canyon is to create a community that is diverse in uses and residents, is walkable, and provides a strong sense of community. Kyle Canyon will be made up of a set of neighborhoods with pedestrian friendly streets and trail systems. While Kyle Canyon will have much architectural variation, its key streets and public spaces will establish a sense of continuity and shared identity. A large range of residential building types and lifestyles will be permitted within each development parcel as well as throughout the Community. Kyle Canyon's retail, employment, commercial and Mixed-Use centers will create common destinations that have a strong community and pedestrian character.

Kyle Canyon is a master planned community uniquely situated to provide the benefits of both classic suburban neighborhoods and more urban living environments, with easy access to nearby services. This spectrum of lifestyle and design choices has its roots in the sheer expanse of the site and the diverse terrain it covers.

Public areas will be a dominant feature of Kyle Canyon. The premier example of this is the Community's urban pedestrian plazas and pathways that extend through the Town Center Mixed-Use District, connecting residents with amenities and shopping.

The arroyos, which extend from the eastern edge of the proposed Mountain Edge Parkway to the Town Center Mixed-Use District, will be highlighted and enhanced as an attraction. The arroyos, community parks, open space corridors, boulevards and walkable

streets within the neighborhoods will all contribute to the high quality of the public realm.

2.1 DIVERSE LAND USES

The land use plan for Kyle Canyon (Figure 2-1) identifies the land use districts, including Neighborhood Residential, a hierarchy of commercial uses, Mixed-Use centers, school sites, open space elements, and parks. The neighborhood types range from higher density multi-family areas within the Mixed-Use Districts, through a diverse group of neighborhoods that contain attached and detached single family homes and some multi-family homes, to lower-density neighborhoods that feature mostly detached single family homes. These will incorporate a range of housing opportunities from traditional single family, through cluster and attached, to innovative green court housing and multi-family mid to high rise buildings.

The Town Center Mixed-Use District west of the Horse Drive interchange on U.S. 95 will be a walkable, Mixed-Use center of activity with residential, retail, employment, resort and office uses linked by trails and a network of streets and sidewalks.

The Neighborhood Residential and Urban Mixed-Use parcels round out the remainder of the site, with open space and school sites woven into the neighborhood fabric. The intention of these parcels is to permit a wide variety of Residential Building Types, both attached and detached and medium-density multi-family products.

A mix of different Residential Building Types is allowed in every Kyle Canyon neighborhood. Rather than segregate different residential building types, Kyle Canyon will allow the development of lifestyle options that are intermingled within the same neighborhoods.

Figure 2-2 displays the planned mix of residential building types for seven planning areas of Kyle Canyon.

2.2 OPEN SPACE

Open space areas include the arroyos, as well as community parks, larger areas for active play, a Town Center Park, boulevard green spaces, and landscape areas along major arterials. (Figure 2-3) The open space system is designed to form a continuous network, with trails throughout the Community that connect to the adjacent Red Rock Canyon National Conservation Area.

The arroyos are the backbone of the open space system. They interconnect the whole western side of the site and are connected by the trail system to the Town Center Mixed-Use District.

An interconnected system of trails and pedestrian pathways extends throughout Kyle Canyon and permits walking access to all parts of the community.

The community parks are key gathering points located throughout Kyle Canyon. These parks will incorporate a variety of facilities, including playgrounds, tot-lots, community facilities, and in some cases, swimming pools.



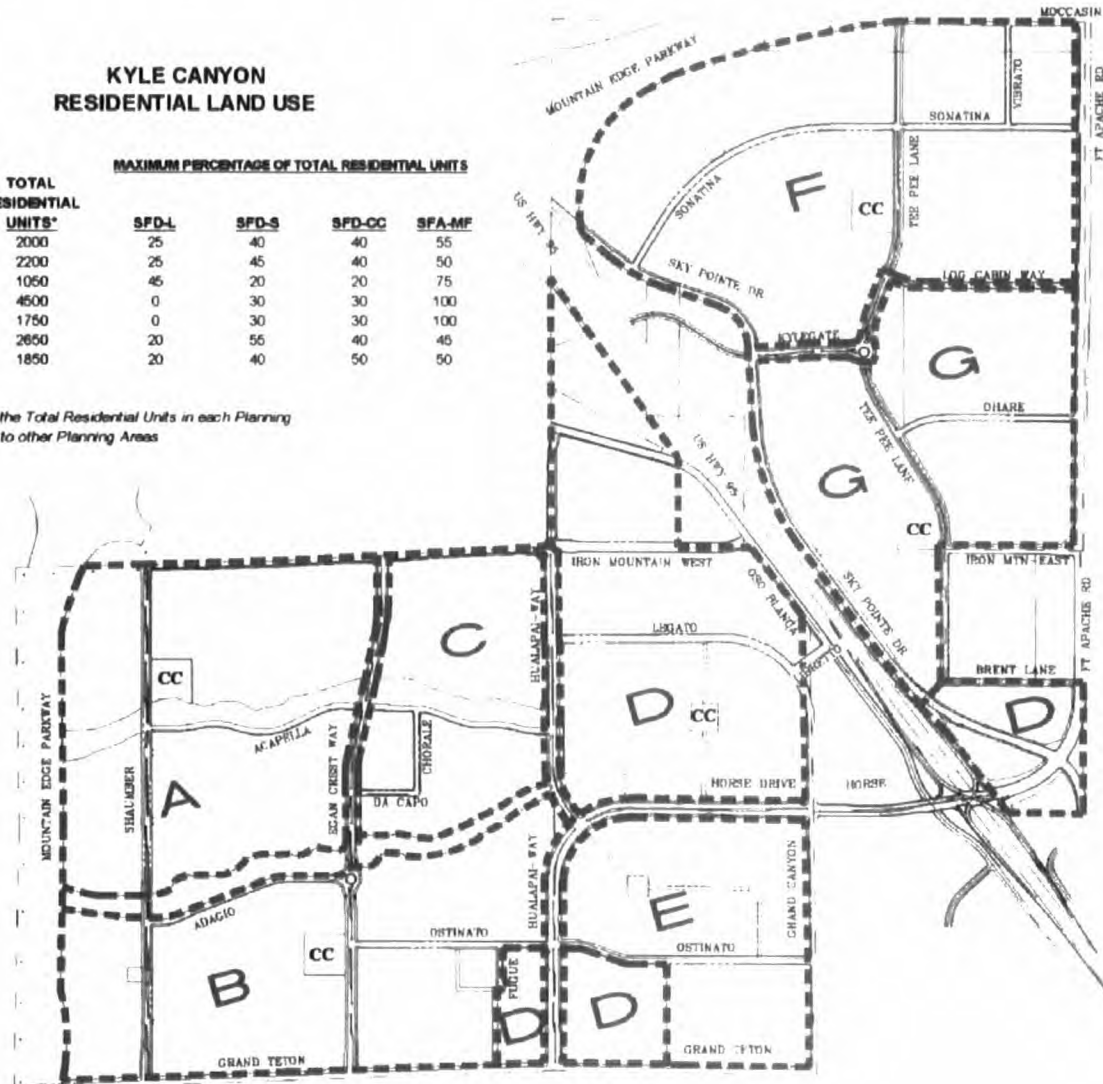
LEGEND

- A** PLANNING AREA
- CC** COMMUNITY CENTER
- PLANNING AREA
- SFD-L** Single Family Detached - Large Lot
Estate Lot
Standard Lot
- SFD-S** Single Family Detached - Small Lot
Compact Lot
- SFD-CC** Single Family Detached - Court and Cluster
Green Court
Passo Court
Cluster Single Family
- SFA-MF** Attached Single Family and Multi-family
Mansion Home
Townhome
Tuckunder Multi-Family
Embedded Garage Multi-Family

KYLE CANYON RESIDENTIAL LAND USE

PLANNING AREA	TOTAL RESIDENTIAL UNITS*	MAXIMUM PERCENTAGE OF TOTAL RESIDENTIAL UNITS			
		SFD-L	SFD-S	SFD-CC	SFA-MF
A	2000	25	40	40	55
B	2200	25	45	40	50
C	1050	45	20	20	75
D	4500	0	30	30	100
E	1750	0	30	30	100
F	2650	20	55	40	45
G	1850	20	40	50	50

*Up to 10 percent of the Total Residential Units in each Planning Area may be shifted to other Planning Areas



**FIGURE 2-2 KYLE CANYON PLANNING AREAS
AND RESIDENTIAL LAND USE**

2.3 PEDESTRIAN AND VEHICULAR CIRCULATION

The design of Kyle Canyon will feature a network of walkable streets and trails to enhance access for residents and visitors and provide multiple routes to any destination to make walking pleasant and interesting.

The circulation concept for Kyle Canyon is discussed further in Section 6. The network of walkable streets at Kyle Canyon will form the connective tissue of the Community's public realm. Houses will be allowed to back-on Village Streets only in the locations within Kyle Canyon as shown on Figure 3-15. Typical streets will have sidewalks, planting strips, on-street parking, and buildings with front doors, windows and porches that face onto the street. All these features help to create an environment that encourages walking and bicycling for short local trips as well as recreation.

A hierarchy of streets of different character will ensure efficient circulation that balances the needs of all modes of travel - auto, pedestrian, bicycle and public transit.

Horse Drive and Hualapai Way will have arterial boulevard configurations which minimize their impact on pedestrians while preserving their capacity to accommodate higher traffic volumes. In order to accommodate greater traffic flows, driveways from individual homes will not be permitted on certain arterial and collector streets, which are identified on Figure 3-15; instead, garages along these streets will be accessed from alleys or side streets and homes will either front or side onto these arterial and collector streets.

Secondary circulation routes will provide landscaped medians that add to the Community's urban charm. Residences will have porches and entries fronting the street rather than backyards and screen walls. Their frequency will insure that traffic volumes are dispersed and each street is pedestrian friendly. These streets and adjacent

sidewalks will also be the primary pedestrian and bicycle routes between neighborhoods.

2.4 THE TOWN CENTER AND TOWN CENTER PARK

The Town Center is the urban focus of the Community where high density residential development will be mixed with a variety of commercial uses including retail, restaurants and entertainment, resort, and office uses. Designed to allow gatherings and performances as well as casual use, the Town Center Park is a human-scaled space that may contain such uses as amphitheaters, civic buildings and spaces, recreation and open spaces, community centers, retail shops, and restaurants.

Section 3

NEIGHBORHOOD DESIGN GUIDELINES

3.1 OVERALL STRUCTURE AND DESIGN

The goal of the Design Guidelines is to develop a community that has a visual and functional sense of continuity—it is one place with many elements, rather than a grouping of private subdivisions. Community amenities will be accessible to pedestrians and the primary community circulation system will be pedestrian friendly.

The Community's streets and public places must be diverse and human scaled. There should be architectural variety along each street and within each neighborhood. The primary amenities of the site, the arroyos, and community parks, must have homes fronting or siding to them and active walkable streets leading to them.

The following design standards are unified by the simple desire to use appropriate site planning and building design to enhance the community character and pedestrian experience of Kyle Canyon's neighborhoods.

3.2 NEIGHBORHOOD STREET LAYOUT AND CONNECTIVITY

Site planning of neighborhoods and street layout are dependent on one another to create neighborhoods that interact with the street frontage and maximize pedestrian and automobile circulation. The street layout, including pedestrian access, shall complement the Community's ~~overall~~ network of connectors and boulevards. The

vehicular and pedestrian connections throughout the Community are described below and are conceptually displayed on Figure 3-1.

VEHICULAR CONNECTIVITY BETWEEN DEVELOPMENT PARCELS

At least one vehicular connection incorporating pedestrian access is required between adjacent non-gated development parcels; however, additional vehicular connections incorporating pedestrian access between adjacent development parcels is encouraged. Points of connection may be designed in conjunction with required engineering connections such as drainage, water, and sewer. Builders of adjacent development parcels shall coordinate the exact location such connection points. However, where the street pattern of one development parcel has been established to at least a preliminary project plan level of approval, then the adjacent development parcel shall design its street pattern to meet such existing or approved connection.

PEDESTRIAN CONNECTIVITY BETWEEN NEIGHBORHOOD STREETS AND VILLAGE STREETS

Pedestrian access between Neighborhood Streets and Village Streets shall be maximized through the use of open cul-de-sac design, paseo connections, and pedestrian access for gated neighborhoods (refer to Figures 3-2 and 3-3). Pedestrian access in one of the aforementioned conditions shall occur, at a minimum, at the following frequency:

Village Street Frontage	Pedestrian Access
0' – 1000'	No access required
1000' – 1500'	1 point of access required
1500' – 2500'	2 points of access required

PEDESTRIAN CONNECTIVITY BETWEEN ADJACENT DEVELOPMENT PARCELS

At least one pedestrian access connection is required between adjacent development parcels unless both development parcels are Gated Areas. Gated Areas shall provide resident access gates to enable pedestrian connections to adjacent non-gated development parcels. Pedestrian access to an adjacent Development Parcel shall be a walking distance of 500' or greater from a pedestrian access point to the Village Street.

PEDESTRIAN CONNECTIVITY BETWEEN ADJACENT PARKS AND TRAILS

At least one pedestrian access connection is required between a development parcel and an adjacent public park, paseo, and the following trails and walking paths:

- Mountain Edge Parkway Trail
- Grand Teton Trail
- Trails in the arroyos and paseos
- Iron Mountain Walking path West of Hualapai

LEGEND

ALL SYMBOL LOCATIONS ARE SCHEMATIC
PRELIMINARY BUILDER POD ACCESS POINTS

- FULL LEFT IN LEFT OUT ACCESS
- SHARED LEFT IN LEFT OUT ACCESS
- R/R - RIGHT IN RIGHT OUT ACCESS
- REQUIRED VEHICULAR CONNECTION
- PEDESTRIAN ACCESS CONNECTION
- G - GATED PARCELS
- PLANNING AREA BOUNDARY

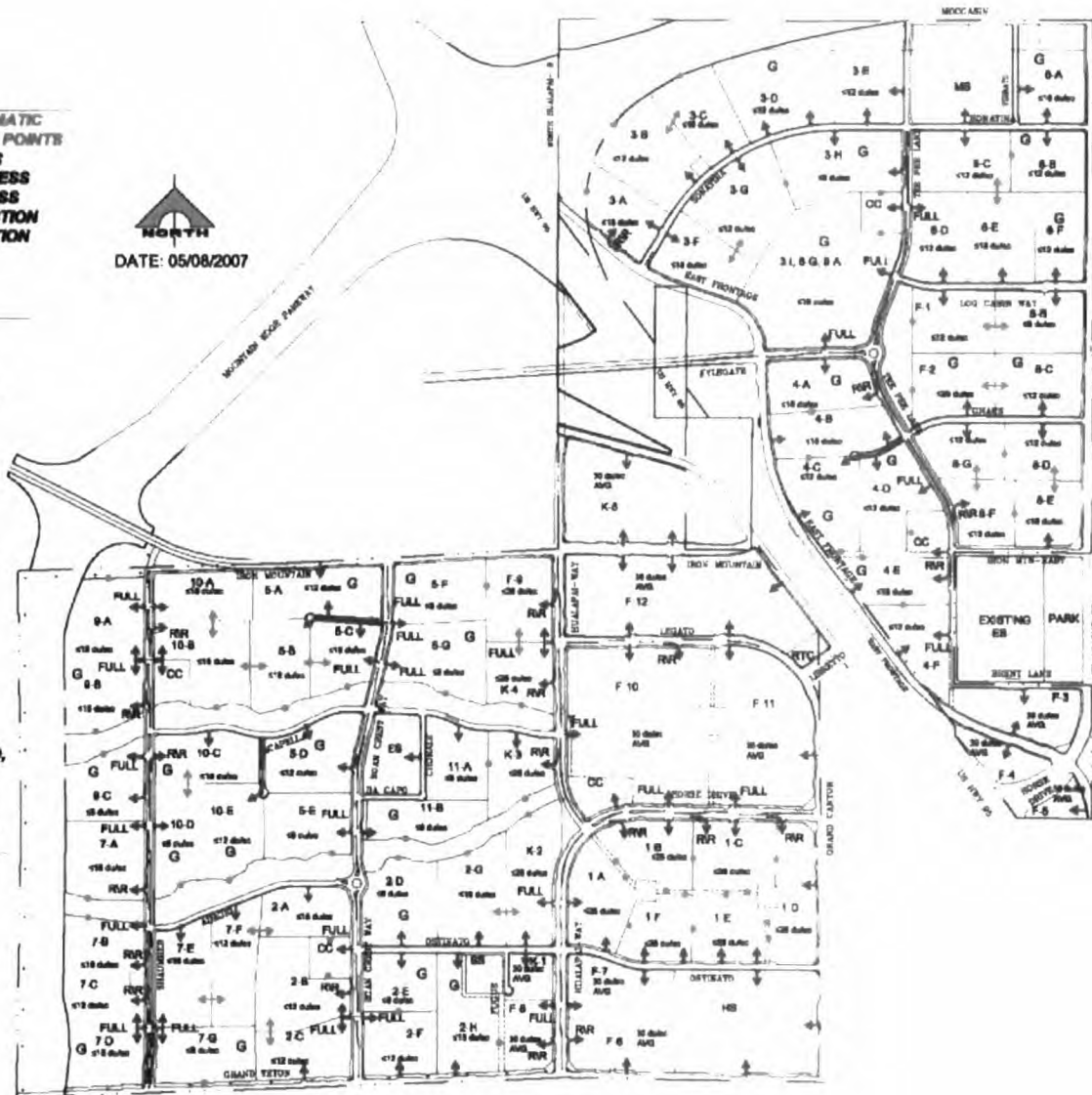


NOTES:

- 1). VEHICULAR AND PEDESTRIAN CONNECTIVITY SHOWN BETWEEN PODS IS APPROXIMATE AND SUBJECT TO GRADING, DRAINAGE, AND UTILITY CONSTRAINTS.
- 2). CONNECTIONS WILL REQUIRE BUILDER COORDINATION DURING DESIGN.
- 3). POD ENTRANCE LOCATIONS AND BOUNDARIES WILL BE FINALIZED PRIOR TO SUBMITTAL OF PARENT FINAL MAP FOR RECORDATION
- 4). SIGNIFICANT CHANGES TO POD ACCESS LOCATIONS AND/OR INCREASE IN DENSITY ON A POD MAY REQUIRE APPROVAL OF CLV TRAFFIC
- 5). EXCEPT IN PLANNING AREA "D" DENSITIES ARE MAXIMUM ALLOWED, PER POD

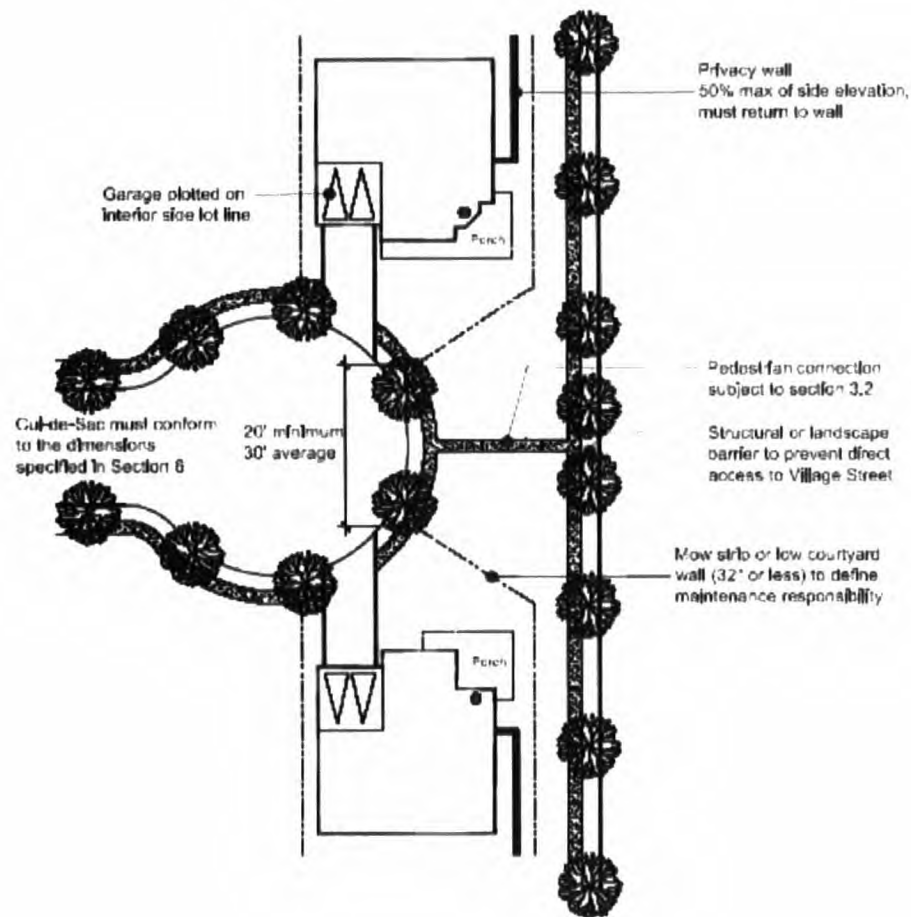
PLANNING AREA	TOTAL RESIDENTIAL UNITS*
A	2,000
B	2,300
C	1,050
D	4,500
E	1,750
F	2,650
G	1,850

* UP TO 10% OF THE TOTAL RESIDENTIAL UNITS IN EACH PLANNING AREA MAY BE SHIFTED TO OTHER PLANNING AREAS. OVERALL UNIT COUNT CAN NOT EXCEED 18,000 UNITS



ACCESS AND CONNECTIVITY FIGURE 3-1

NON-GATED CUL-DE-SAC



GATED CUL-DE-SAC

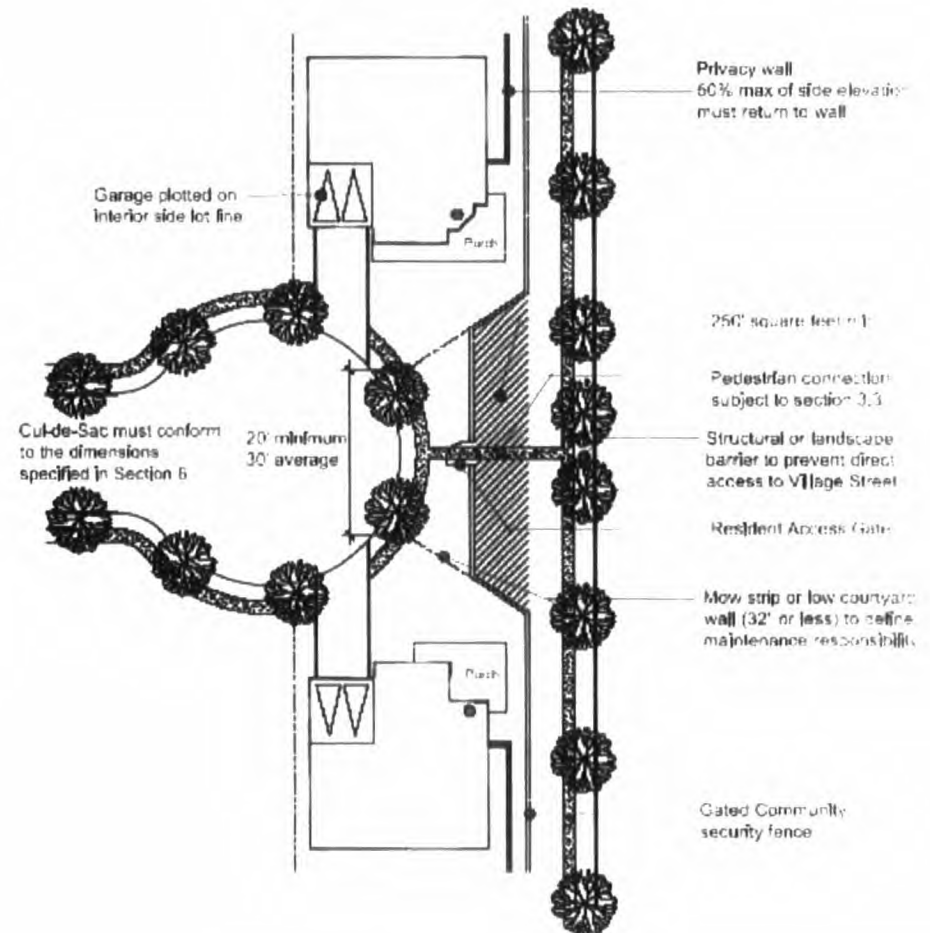
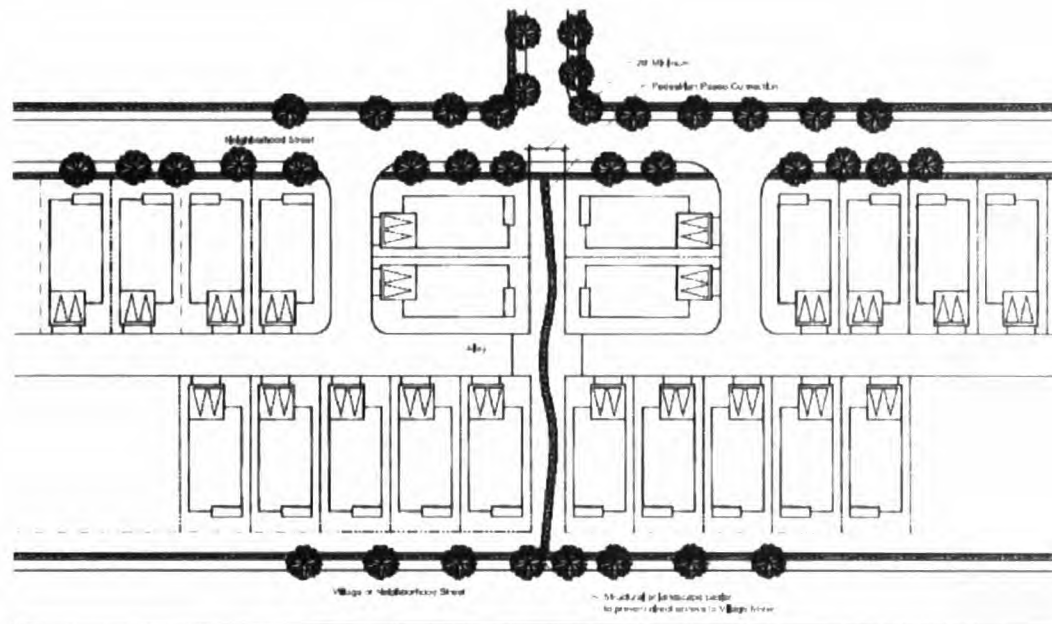
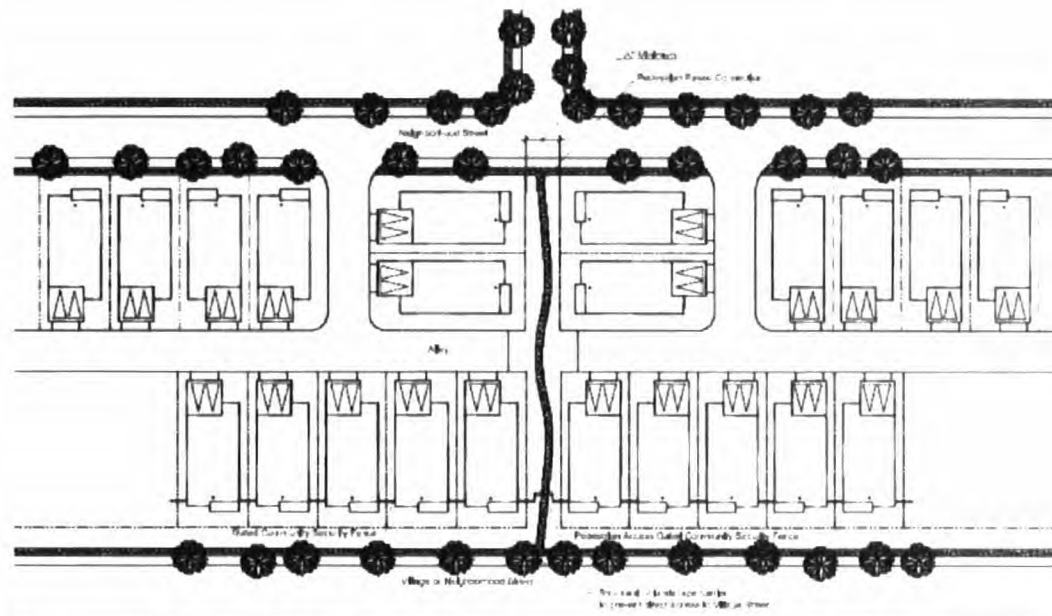


Figure 3-2 CUL-DE-SAC Tree placement and buildings are conceptual and do not necessarily accurately depict actual development. All dimensions and notes are requirements.



Non-Gated Paseo Connection

All streets, alleys, and drive aisles must conform to the dimensions specified in Section 6.



Gated Paseo Connection

All streets, alleys, and drive aisles must conform to the dimensions specified in Section 6.

Figure 3-3 PEDESTRIAN PASEO CONNECTION Buildings and street/alley/drive aisle locations are conceptual and do not necessarily accurately depict actual development. All dimensions and notes are requirements.

Where a gated development parcel is adjacent to a park, paseo, or the above-listed trails and walking paths, resident access shall be provided to such common area.

Vehicular and pedestrian connections may be accomplished in a variety of ways. Figures 3-4 through 3-10 are representative examples that may be used in the design of vehicular and pedestrian connections.

CUL-DE-SAC STREETS

Cul-de-Sac Streets shall be limited to no more than 50 percent of the streets within a builder parcel, subject to the following provisions:

- At a perimeter edge of a development parcel that abuts a street, open space, or common element, the Cul-de-Sac Street must terminate at the development parcel edge with a pedestrian connection to a sidewalk or multi-use trail. (Refer to Figure 3-2) Closed-ended Cul-de-Sac Streets with lots that fan around the bulb of the cul-de-sac (Refer to Figure 3-13) are not allowed in this condition.
- When located on the interior of a development parcel (not abutting a development parcel perimeter edge having a street, open space, or common element), 75% of the interior Cul-de-Sac Streets that are longer than 300' in length shall have a pedestrian connection to a street or paseo. (Refer to Figures 3-11 and 3-12)
- When located on the interior of a development parcel (not abutting a development parcel perimeter edge having a street, open space, or common element), Cul-de-Sac Streets that are 300' or less in length may have a closed-ended cul-

de-sac design with lots that fan around the bulb of the cul-de-sac. (Refer to Figure 3-13)

- In certain cases, site conditions or constraints such as topography, grading, site shape and easements, may dictate the use of closed-ended Cul-de-Sac Streets where otherwise not permitted. Such conditions shall be considered on a case-by-case basis by the Master Developer, and approved by the City.

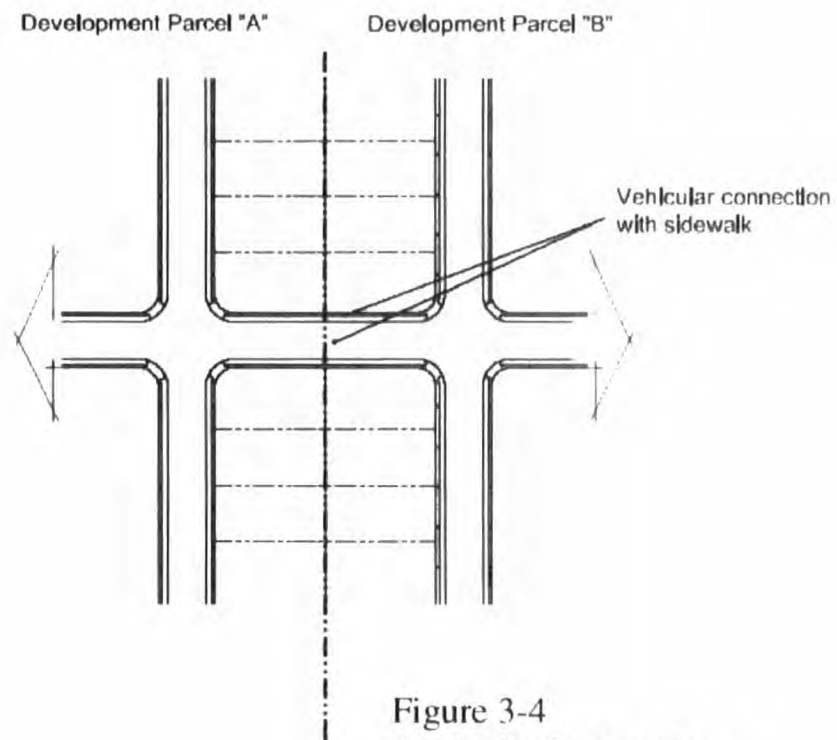


Figure 3-4
Vehicular Connection

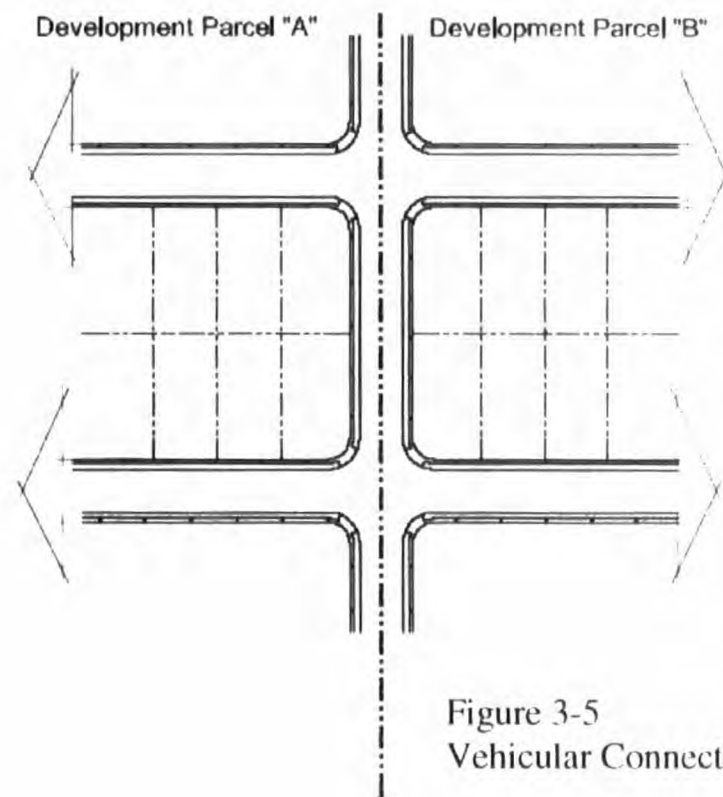


Figure 3-5
Vehicular Connection

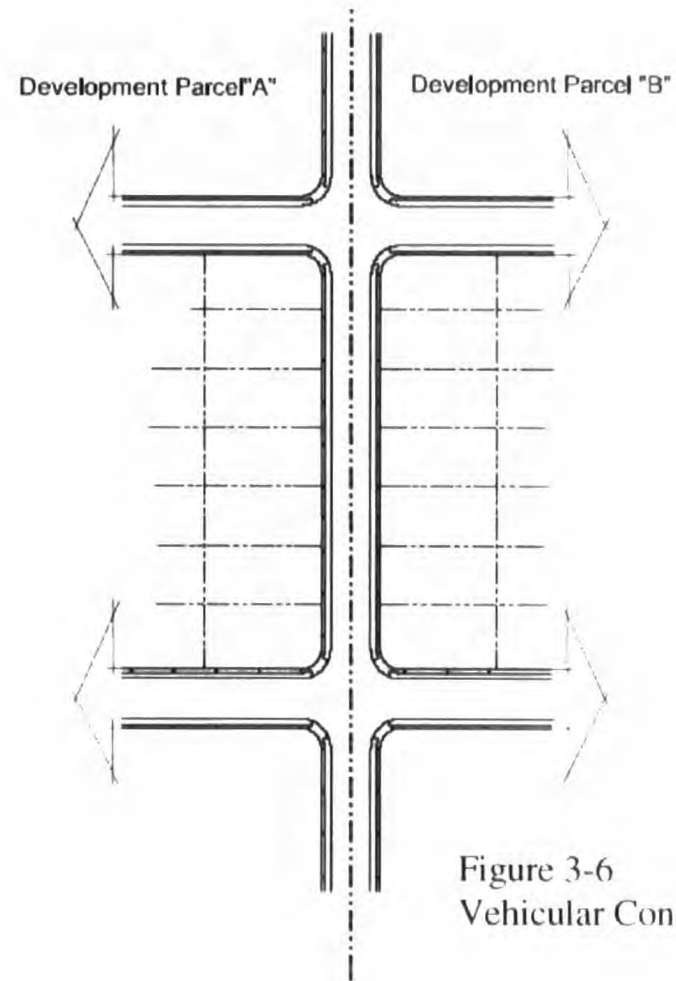


Figure 3-6
Vehicular Connection

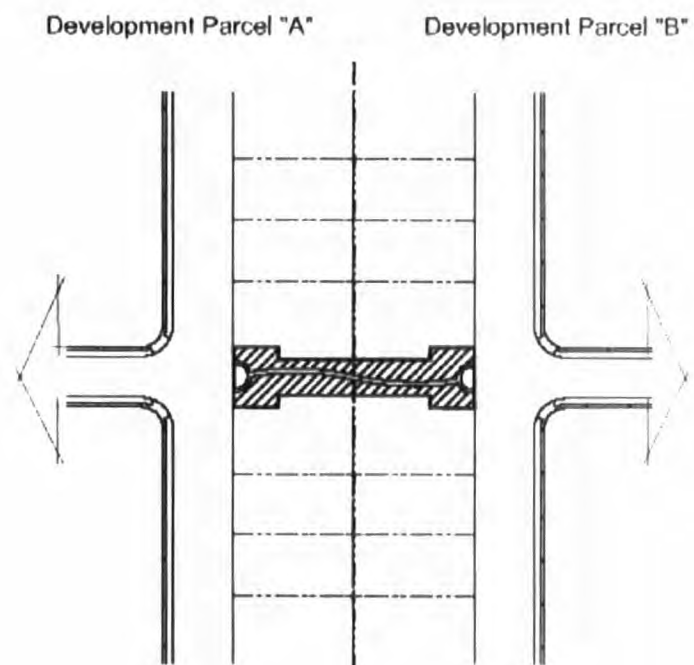


Figure 3-7
Pedestrian Connection

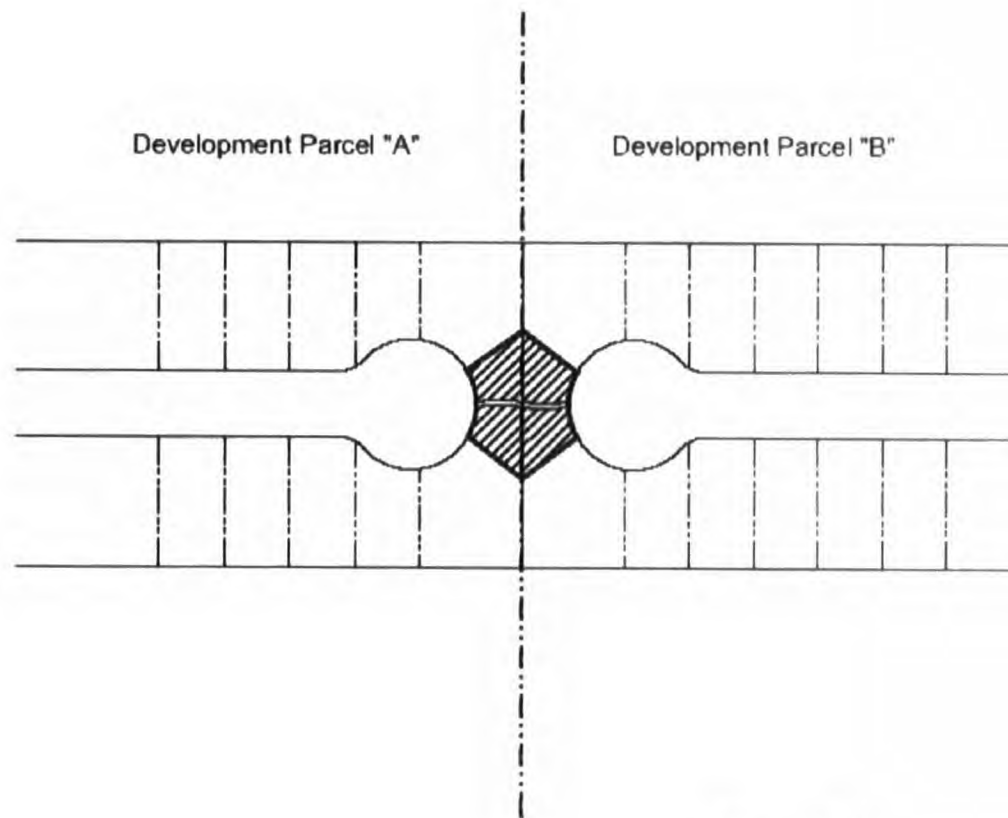


Figure 3-8
Pedestrian Connection

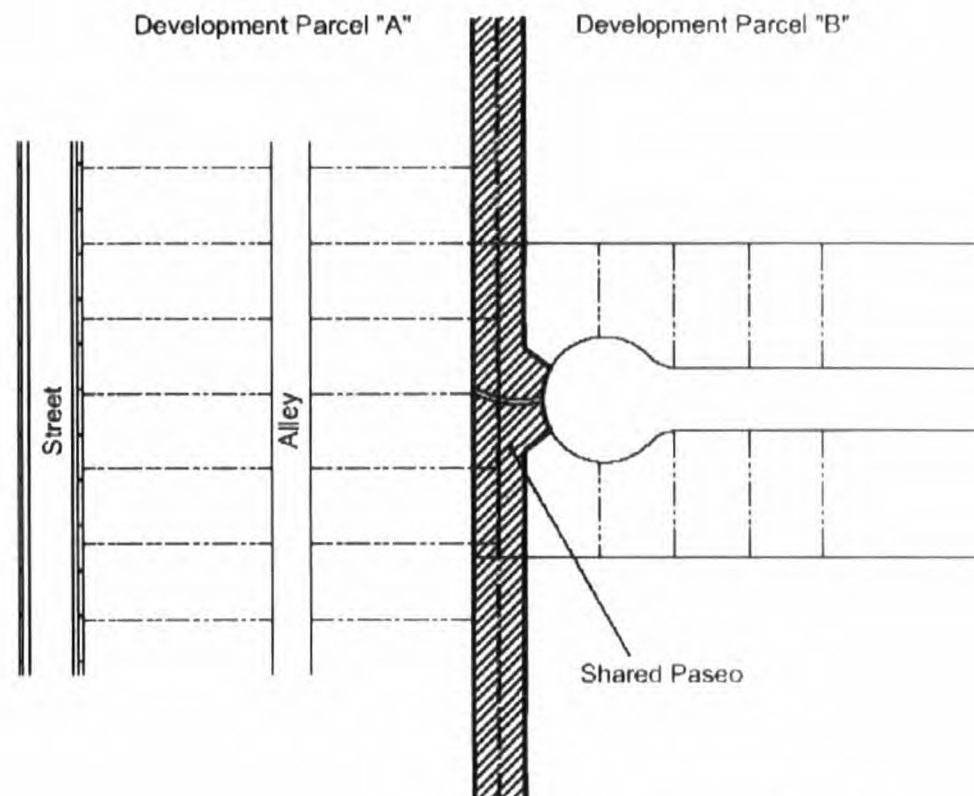


Figure 3-9
Pedestrian Connection

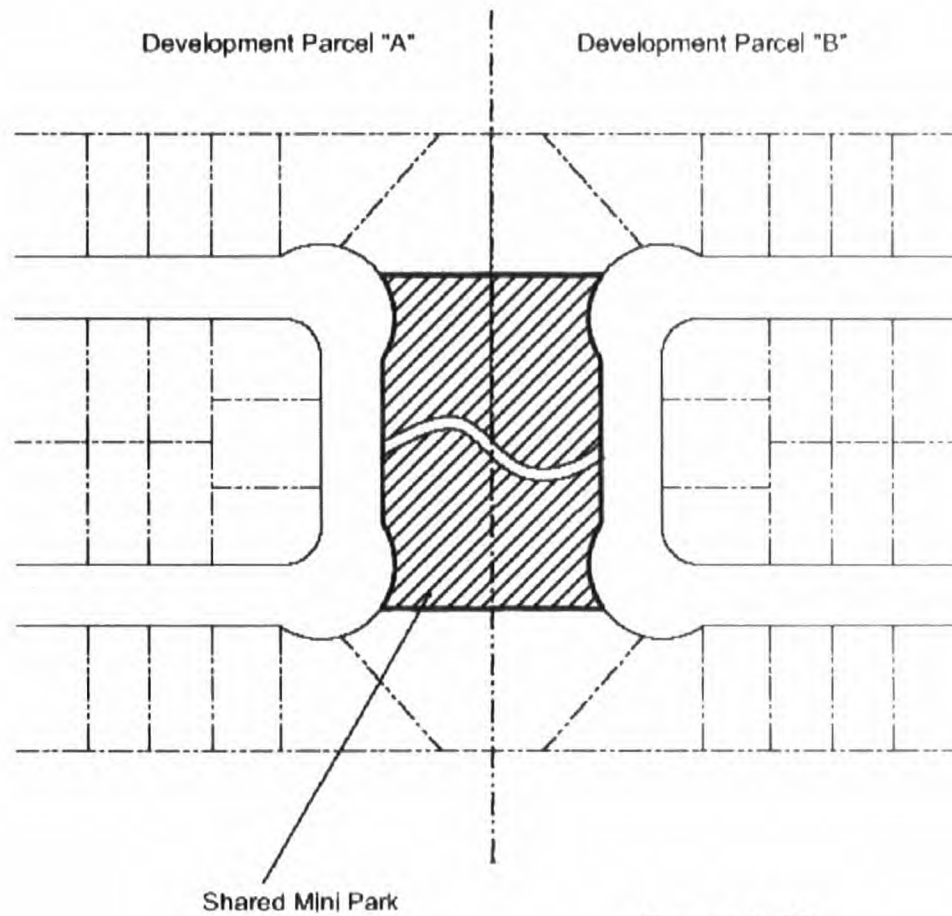


Figure 3-10
Pedestrian Connection

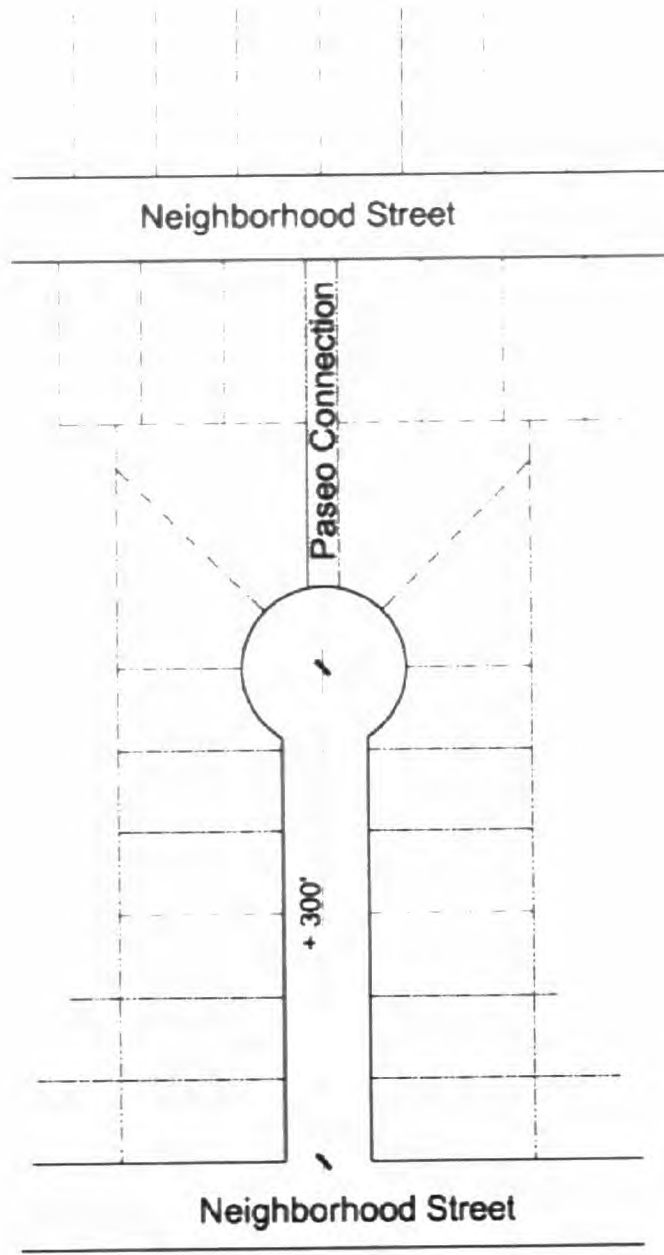


Figure 3-11

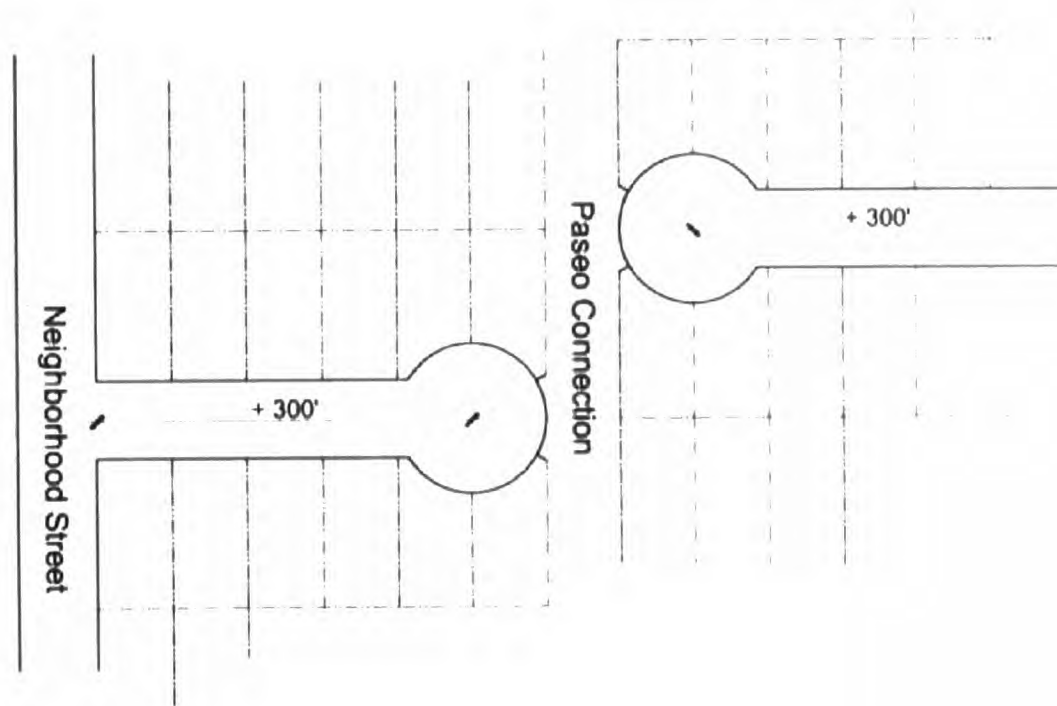


Figure 3-12

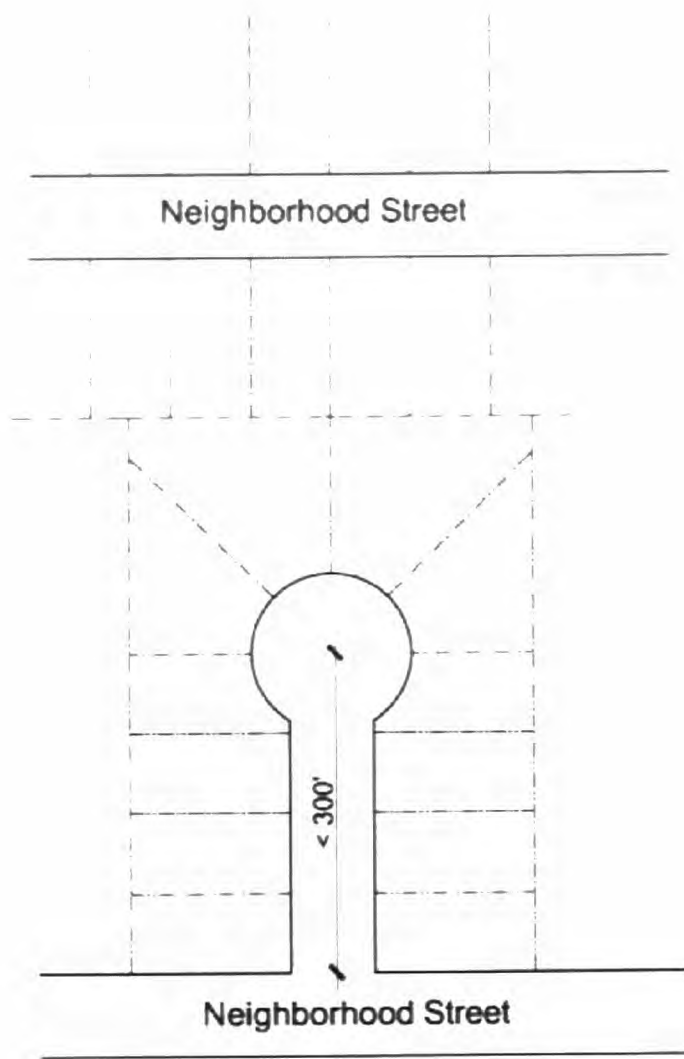


Figure 3-13

ALLEYS

Alley loaded homes have the additional amenity of street frontage in the front and usable alley frontage in the rear of the home. To enhance the standard of living in this space, all alley loaded home designs shall incorporate at least two items from the list below.

• A trellis element projecting 18" forward of the garage door wall plane on a minimum of 50% of the units along the alley. • A principal window treatment on all alley facing elevations. • Articulation in building massing such as ○ Second floor stepped back a minimum of 2' for at least 50% of the elevation width. ○ Second floor cantilevered a minimum of 2' forward of the first floor wall plane for at least 50% of the elevation width. • Use of upgraded carriage style doors on at least 50% of the elevations.	• Enhanced coach lighting at garage door • Accent materials and details from front brought around to alley elevation. • Use of window lites on at least 50% of the garage doors along the alley.

No parking is allowed on an alley or on a driveway apron less than 20' long accessed from an alley. The Master Home Owners Association or sub-association shall enforce parking restrictions on alleys and driveway aprons accessed from an alley.

3.3 RESIDENTIAL PARCEL TYPE GUIDELINES

There are three types of Residential Parcels in Kyle Canyon: Neighborhood Residential, Urban Mixed-Use, and Town Center Mixed-Use.

Neighborhood Residential Parcels represent the majority of Kyle Canyon's neighborhoods and will contain a majority of the housing. They allow a great range of Residential Building Types; from all varieties of detached Single Family Homes, including Green Court and Cluster styles, to the full range of attached Single Family Homes and Multi-Family Homes up to four (4) stories in height. Multi-Family Residential Building Types up to five (5) stories high are allowed on Neighborhood Residential Parcels if adjacent to or directly accessible from a Village Street (see Figure 3-14). The Village Streets are all of the streets identified on Figure 6-1.

Urban Mixed-Use Parcels allow all types of Residential Building Types except Estate, Standard, and Compact Lots. The Urban Mixed-Use Parcels permit a wide variety of Residential Building Types, both detached and attached single family products and medium-density multi-family products.

The **Town Center Mixed-Use Parcels** are located north of Horse, east of Hualapai, and west of US Highway 95. These Development Parcels permit denser forms of apartments and condominiums close to services and shopping. Their Residential Building Types range from Mansion Homes and Townhomes to high density multi-family buildings employing either below or above grade parking structures. These neighborhoods are designed to ensure a pedestrian friendly urban environment.

Gated Areas are allowed on all Residential Parcels only under the following guidelines:

- Gated Areas may be created from all or a portion of a Development Parcel but a Gated Area may not be larger than a single Development Parcel (i.e., may not overlap adjacent Development Parcels)
- Gated Areas shall contain a minimum of 20 units
- Gated Areas may contain any of the Residential Building Types permitted on the Neighborhood Residential Parcels, the Urban Mixed-Use Parcels, or the Town Center Mixed-Use Parcels where the Gated Area is located.
- Entry gates will not exceed ten feet (10') in height to minimize their appearance from streets
- Both manned and un-manned gate systems are allowed
- Entries to Gated Areas will comply with all existing requirements of the City
- All costs associated with the Gated Area such as maintenance of private roads and gates and common landscape improvements within the gates will be the sole responsibility of the homeowners within the Gated Area either through a sub-association or neighborhood assessment to the Master HOA
- The perimeter edge conditions specified in Section 3.4 will apply to all Gated Areas
- The use of solid privacy walls should be minimized except where used to provide privacy to an individual homeowner's lot – other security fencing should be a view fence where possible. The use of solid perimeter walls that completely surround development parcels is not permitted.

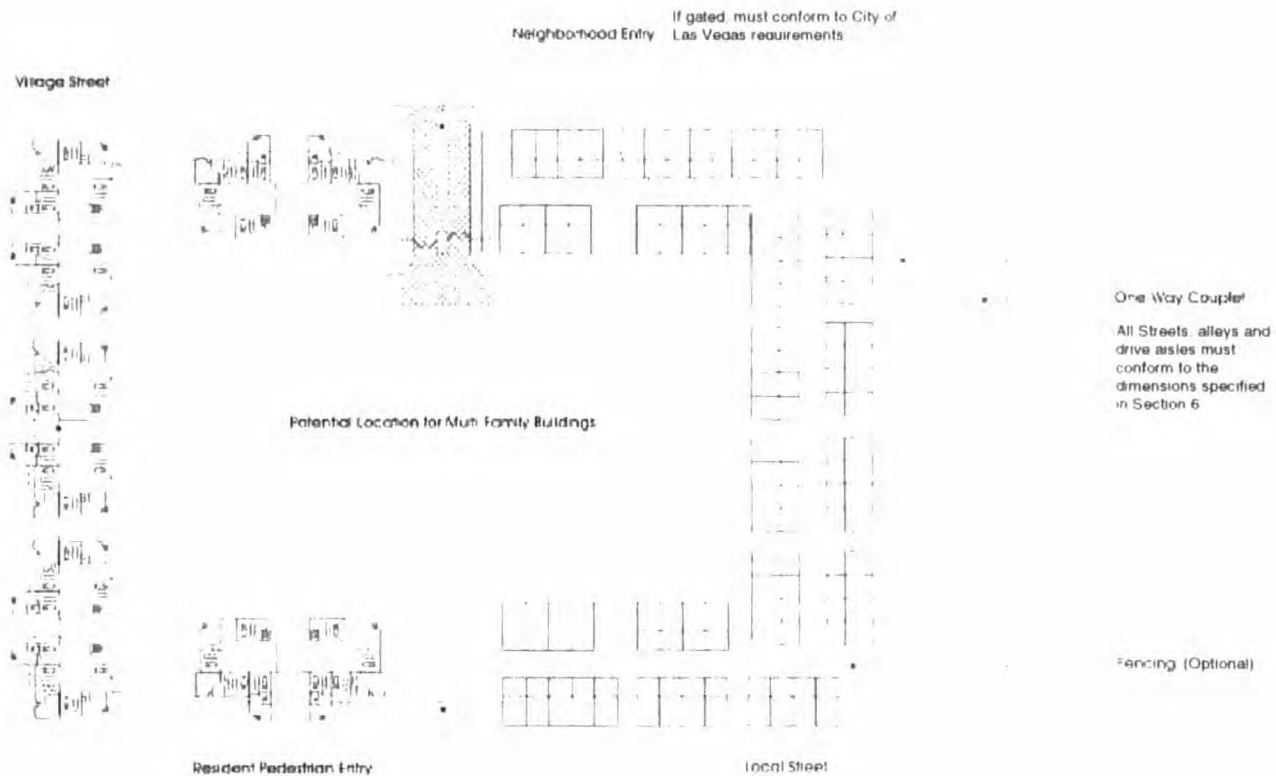
- Where cul-de-sacs terminate at development parcel perimeter edge abutting a street, open space, or common element, such conditions shall feature open fencing with controlled pedestrian access gates. (Refer to Figure 3-2). In certain cases, site conditions or constraints such as topography, grading, site shape and easements, may make the use of open fencing with controlled pedestrian access gates impractical. Such conditions shall be considered on a case-by-case basis by the Master Developer.

At cul-de-sacs and drive isle terminations that abut Village Streets, the view fencing should be pushed back to create a landscaped common area of at least 250 square feet in front of the fence that is available to public access. These areas will be maintained by the Master HOA.

- Though the majority of neighborhoods within Kyle Canyon will be non-gated, up to 25% of the units within the Community (4000 units) may be within Gated Areas.
- Plotting of units with front doors that face the perimeter streets is preferred. In such cases, solid or open fencing shall occur between buildings only. Though within a Gated Area, the units with front doors facing the perimeter streets shall not be counted toward the 25% cap community wide.
- Parking structures for multi-family products (podium and embedded garage) may have individual controlled access gates for the parking structure itself. Any units served by such controlled access parking structures shall not be counted toward the 25% cap community wide, so long as there is open and unimpeded pedestrian access between perimeter streets, open space, or common element and the front door(s) of the building.

All streets, alleys, and drive aisles must conform to the dimensions specified in Section 6.

Fencing
(Optional)



Multi-family building vehicular ingress and egress via interior drive aisles.
Neighborhood streets not used for access to parking provided for multi-family building

Figure 3-14 MULTI FAMILY RESIDENTIAL BUILDING ADJACENT TO OR DIRECTLY ACCESSIBLE FROM A VILLAGE STREET Buildings and street/alley/drive aisle locations are conceptual and do not necessarily accurately depict actual development. All dimensions and notes are requirements.

3.4 EDGE CONDITIONS

In order to maintain the overall quality and identity of the community, the streetscapes and open space edges along the perimeter of each Development Parcel must be developed with care.

In all cases where homes side onto a street or the side or rear elevation of a home is Adjacent to and Visible from a Public Place, such elevation will be articulated in a manner similar to the front elevation of the home.

In order to balance traffic considerations with the desire for a walkable neighborhood character, the following three types of edge treatment are required in various locations throughout the site (see Figure 3-15). Back-out driveways are not permitted on streets with projected average daily traffic greater than 1500 vehicles.

“Back-on-Allowed” edge treatments are those areas where the back of a home is allowed to face a street on the perimeter of a Development Parcel. In all cases other than the “Back-on-Allowed” perimeters shown on Figure 3-15, homes will not be allowed to back on to a street on the perimeter of a Development Parcel. This means that the perimeter of each Neighborhood Residential Parcel must employ either homes that front or side onto the perimeter streets.

“Minimal Curb Cut” edge treatments apply along select boulevards and arterials that carry the most traffic. The intention is to ensure that these roadways are lined with buildings with doors and windows that face onto the Village Street, creating a walkable environment and to ensure that traffic flows on these roadways are not compromised by residents backing out of driveways. Consequently, driveway curb cuts are minimized in these edge conditions and back-out driveways are not allowed. A maximum of one curb cut per block face or one curb cut per 150 Multi-Family Units, whichever is the greater number of curb cuts, is permitted along these edges. Garages or parking structures may be accessed from the Village Street at one of the permitted curb cuts or from alleys or side streets. These streets may include a full range of Residential Building Types consistent with the Land Use Plan.

“Open Space” edge treatments apply only in designated areas adjacent to the open space of the arroyos. In these locations, the perimeter of the Development Parcel must be treated in one of the following ways:

- A continuous **local frontage road** along such edges, with homes orienting to the open space.
- **Alley loaded homes** with front facades facing the open space, or
- A **Loop Street System** (see Figure 3-16) in which local street segments are required along a portion of the open space frontage. Residences adjacent to the open space boundary are required to have their front doors or an elevation articulated in a manner similar to the front elevation facing the open space. Front doors may be accessed either from the loop street or from a pedestrian walkway connecting loop streets along the open space frontage. Alley access is required for the homes fronting onto the pedestrian walkway; for homes facing the loop street, Alley Loaded, Front Drive or Side Drive Garage treatments are permitted.

“Fort Apache Buffer” edge treatment applies to the area adjacent to the common element along Fort Apache between Log Cabin Way and Iron Mountain Road. All structures within 60' of the common element shall not exceed 35' in height.

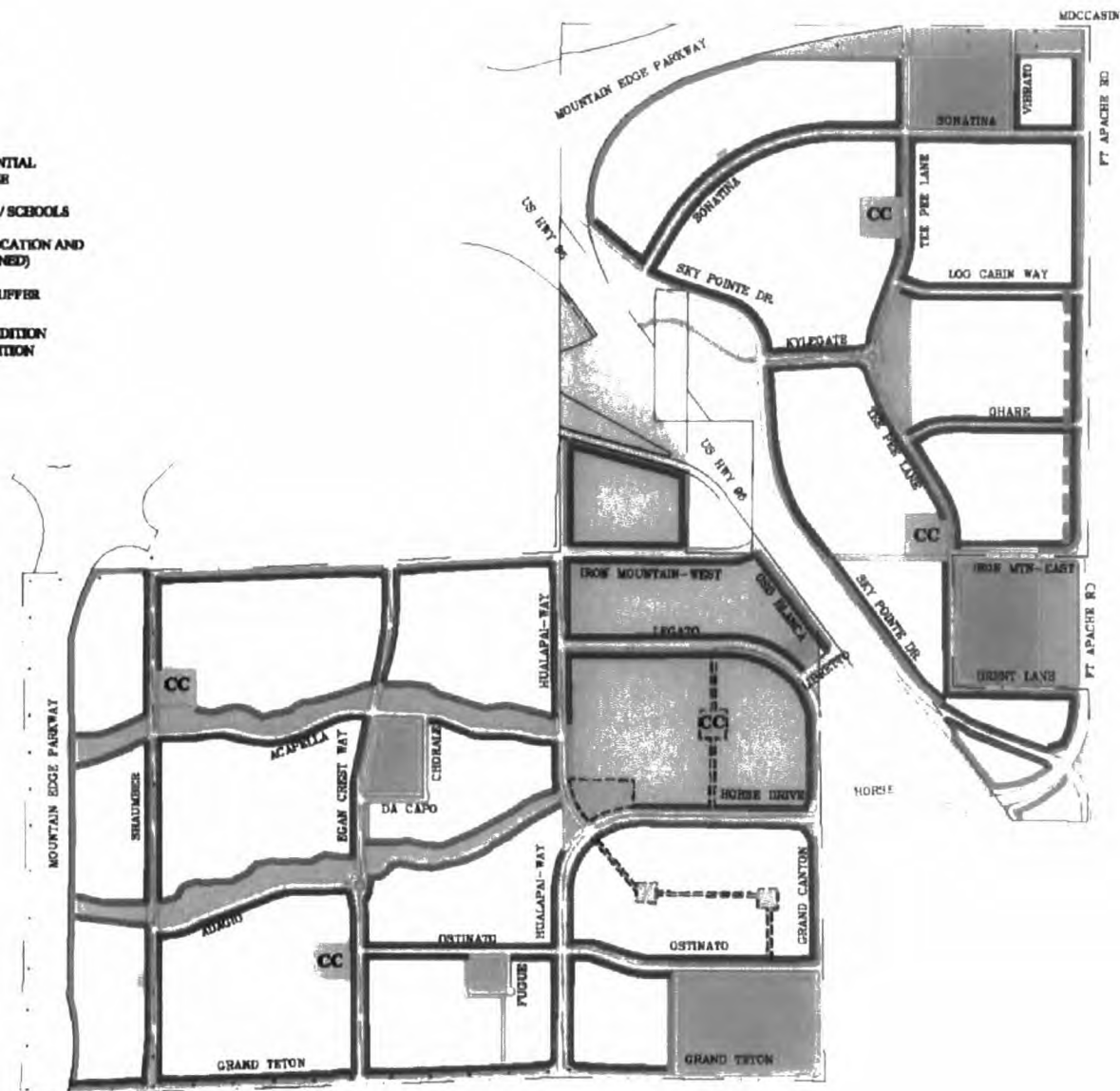


FIGURE 3-15 KYLE CANYON EDGE CONDITION MAP

All streets, alleys, and drive aisles must conform to the dimensions specified in Section 6.

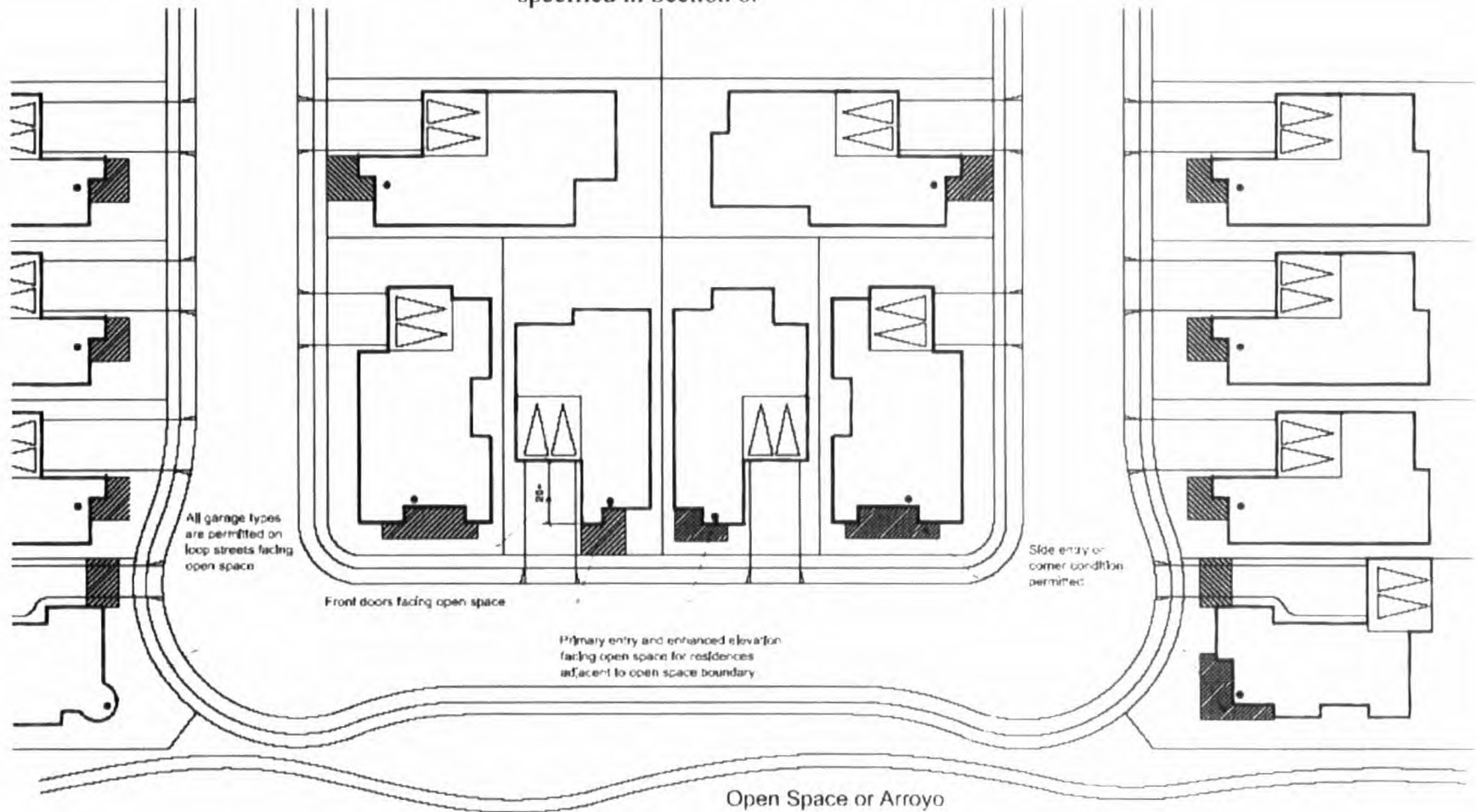


Figure 3-16 LOOP STREET Street location and buildings are conceptual and do not necessarily accurately depict actual development. All dimensions and notes are requirements.

3.5 RESIDENTIAL BUILDING TYPE STANDARDS

The following section illustrates the character of homes in Kyle Canyon's neighborhoods. Standards for each Residential Building Type include setbacks, building separation, building height, minimum open space, and parking requirements. Single Family and Court and Cluster Residential Building Types shall have a minimum of 2 ½ parking spaces per lot, including garage parking, driveway parking and on-street parking. Tandem parking shall be considered as a single parking space. Annotated diagrams illustrate many of the lot layout options. Other possible arrangements will be reviewed by the Master Developer to ensure compliance with the intent of the standards.

Figure 3-19 is a summary of the Residential Building Types allowed on Neighborhood and Village Streets in the Neighborhood Residential, Urban Mixed-Use, and Town Center Mixed-Use Districts. Figure 3-20 summarizes additional information regarding the permitted Residential Building Types.

Single Family Detached Residential Building Types

Estate Lot

Estate Lot homes are detached single family homes on larger than average lots. Estate Lots are sufficiently wide to allow for garages to be accommodated near the front façade of the main building in a variety of configurations. Garages may be accessed from a Front or Side Drive or from an alley, and garages may be attached or detached in either condition. If more than two garage doors are provided, turn-in or split garage treatments or one of the three car garage treatments described below in Section 4.3.2 must be used to reduce their visual impact.

Standard Lot

Standard Lot homes are the mainstay of the traditional family home market, with lots at least 45' feet wide that offer residents the

quintessential neighborhood lifestyle with private space. As with Estate lots, front door entries and outdoor spaces should be visible from the street. Garages may be accessed from rear alleys or from a Front or Side Drive and garages may be attached or detached in either condition.

Compact Lot

Compact Lot homes offer a strong community environment in desirable locations. Double Front Drive Garages are not permitted on Compact Lots unless the lot is at least 44' in width. Single Front Drive Garages with tandem parking and Side Drive Garages are permitted on lots of at least 36' in width. Garages may be accessed from rear alleys or from a Front or Side Drive and garages may be attached or detached in either condition.

Court and Cluster Residential Building Types

Court and Cluster Residential Building Types are relatively new types that have proven to be a popular option, especially for couples, young families and empty nesters that don't have a need for a large home or big yard. Buffered from the street by shared open spaces, Court and Cluster homes create a micro-community within the larger neighborhood for their residents.

Green Court

Green Courts are clusters of up to 16 detached single family homes that face onto three sides of a shared green. The shared greens provide a controlled environment for younger children and a park-like atmosphere in which to play without crossing any streets, as the court-facing homes allow easy supervision by parents or community members. Green Courts also serve as a setting for informal interaction and gatherings. At least one side of the green is adjacent to a street, making front entrances visible from the street and providing on-street guest parking opportunities. Because the homes face a common green space, garages must be accessed from rear alleys or common drives. In order to accommodate partial clusters at the ends of a string of green court clusters, up to 30% of the

homes in a product line may face a street. Because the common green substitutes for rear yard private space, natural turf will be permitted subject to SNWA Water Smart guidelines.

Paseo Court

Paseo Courts are a variant of Green Courts in which a shared green forms a landscaped common front yard and pedestrian link. As with Green Courts, front doors and porches of homes face onto the paseo and alleys or court streets must be used to access garages. In order to accommodate partial clusters at the ends of a string of green court clusters, up to 10% of the homes in a product line may face a street.

Paseo Court products may be mapped in two ways. If an HOA common area is created between two rows of homes, the minimum width of such common area will be 10', porches or courtyard will be set back at least 3' from the common area and the principal building wall plane will be at least 10' from the common area. Alternatively, the front lot lines of the homes may be in the middle of the paseo and front porches will be a minimum of 8' from the property line, principal wall planes a minimum of 15' from property line and the minimum distance between front wall planes of homes will be 30'. In the latter case, a reciprocal easement area will be created between rows of homes that is at least 10' wide.

Cluster Single Family

Builders have developed a variety of Single Family Cluster options. Detached single family homes are clustered around "court streets" which provide access to front-loaded garages. All parking must be accessed from the court streets. Since many homes' front doors will face onto the interior parking court, special care must be taken to create street-friendly elevations, with front doors and windows facing the street on the homes closest to the street.

Single Family Attached Housing Residential Building Types

Attached Residential Building Types combine privacy and convenience with easy access to neighborhood amenities. Attached Single Family

Homes are permitted on all Neighborhood Residential Parcels, Urban Mixed-Use Parcels and Town Center Mixed-Use Parcels. As such, these types can form an appropriate residential edge to active uses such as community centers and community parks. This affords the greatest possible number of people the option of accomplishing many local trips on foot or bicycle.

Townhomes

Each Townhome unit will have an individual ground-floor entry addressing a street, green court, paseo or open space, and a private garage. The individual outside entrance maybe elevated no more than half level above the ground floor. Garages are Alley Loaded and may be either attached to or detached from the main building. Townhomes may have a tuck-under garage similar to the Tuck-Under multi-family product.

Mansion Homes

The Mansion Home combines several residences within one structure designed to resemble a large single family home. Different-sized Mansions Homes up to a maximum of ten (10) units per building may be combined along a block face for greater architectural interest. When located on corners, Mansion Homes will provide entries and a porch, mirador or balcony on both elevations facing the street. When located on the block interior, a "family" of entrances between two buildings may provide gracious access to upper-floor residences that do not have a ground floor entry. The examples illustrated here include four- and six-unit buildings with attached garages, accessed from rear alleys. Front-loaded Mansion Home configurations are permitted, provided that each curb cut serves at least four units and all parking areas are screened from view of the street by courtyard walls, landscaping, or similar features.

Multi-Family Residential Building Types

Multi-Family Homes are allowed in all of Kyle Canyon's Residential Parcels. Such products will not exceed four (4) stories in the Neighborhood Residential Parcels and Urban Mixed-Use Residential Parcels unless adjacent to or directly accessible from a Village street where five (5) stories are permitted. Higher density Multi-Family Homes are located in the Town Center Mixed-Use District. Several Multi-Family site planning options are illustrated in this section. While parking treatments vary, in every case, Multi-Family buildings must be designed to address the street, with each façade treated as a front elevation.

Tuck Under

Tuck Under Multi-Family types offer convenient attached parking with the potential for direct, private interior access to units from garages. Parking is accessed from alleys or private drives, allowing building entries to face the street. This medium-density Multi-Family type is well-suited to ordinary wood-frame construction. Units may face onto streets, green courts, paseos or open space.

Podium

Podium Multi-Family types accommodate parking in a concrete structure, or podium, with residences above. Wood- or metal-frame buildings are built atop the parking podium and wrap around its edges, with landscaped open space provided between the buildings on top of the podium. Special care must be taken to ensure the parking podium edges present an attractive face to the street.

Embedded-Garage

A recent development in high-density Multi-Family design is the embedded garage design, in which a multilevel concrete parking structure in the interior of the block is wrapped by a wood- or steel-frame residential structure. This strategy allows residents to park on the same level as their unit and simply walk down an interior hallway or exterior cat-walk to their unit entry. Landscaped interior courtyards on one or

two sides of the parking structure provide a pleasant outlook for units that face into the interior of the block.

Reciprocal Use Easement

Reciprocal use easements (Refer to Figure 3-17 and 3-18) may be used in all Residential Parcels. The side of a unit which forms the "0" setback side of the house shall not have any doors or primary windows on the ground floor that face into the use easement area. The use easement area, if provided, may be used when calculating the private rear or side area requirement, subject to the minimum dimensions.

Maintenance Easement

In-lieu of reciprocal use easements described above, Residential Parcels may be plotted with true "0" lot lines at the builder's discretion and subject to International Building Code requirements. Minimum building separations shall be ten feet (10') for Estate Lots and Standard Lots and six feet (6') for Compact Lots.

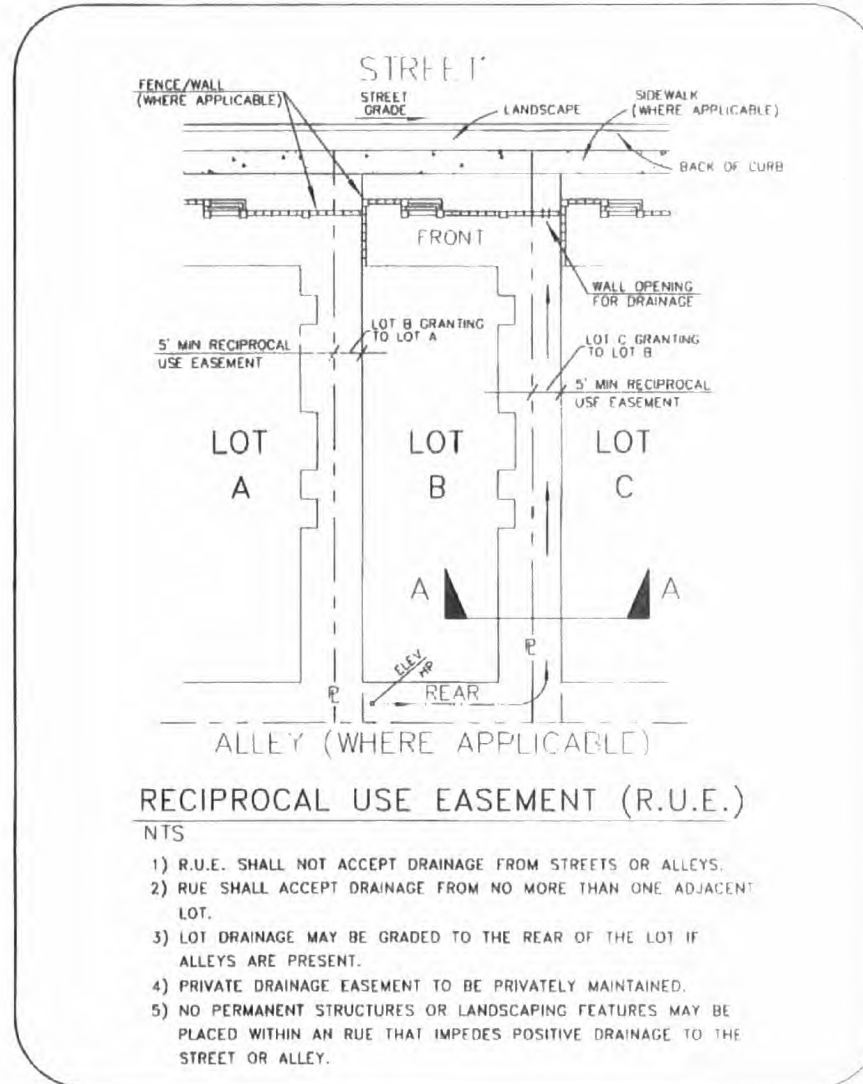


Figure 3-17 RECIPROCAL USE EASEMENT All plans and diagrams are conceptual and do not necessarily accurately depict actual development. All dimensions and notes are requirements.

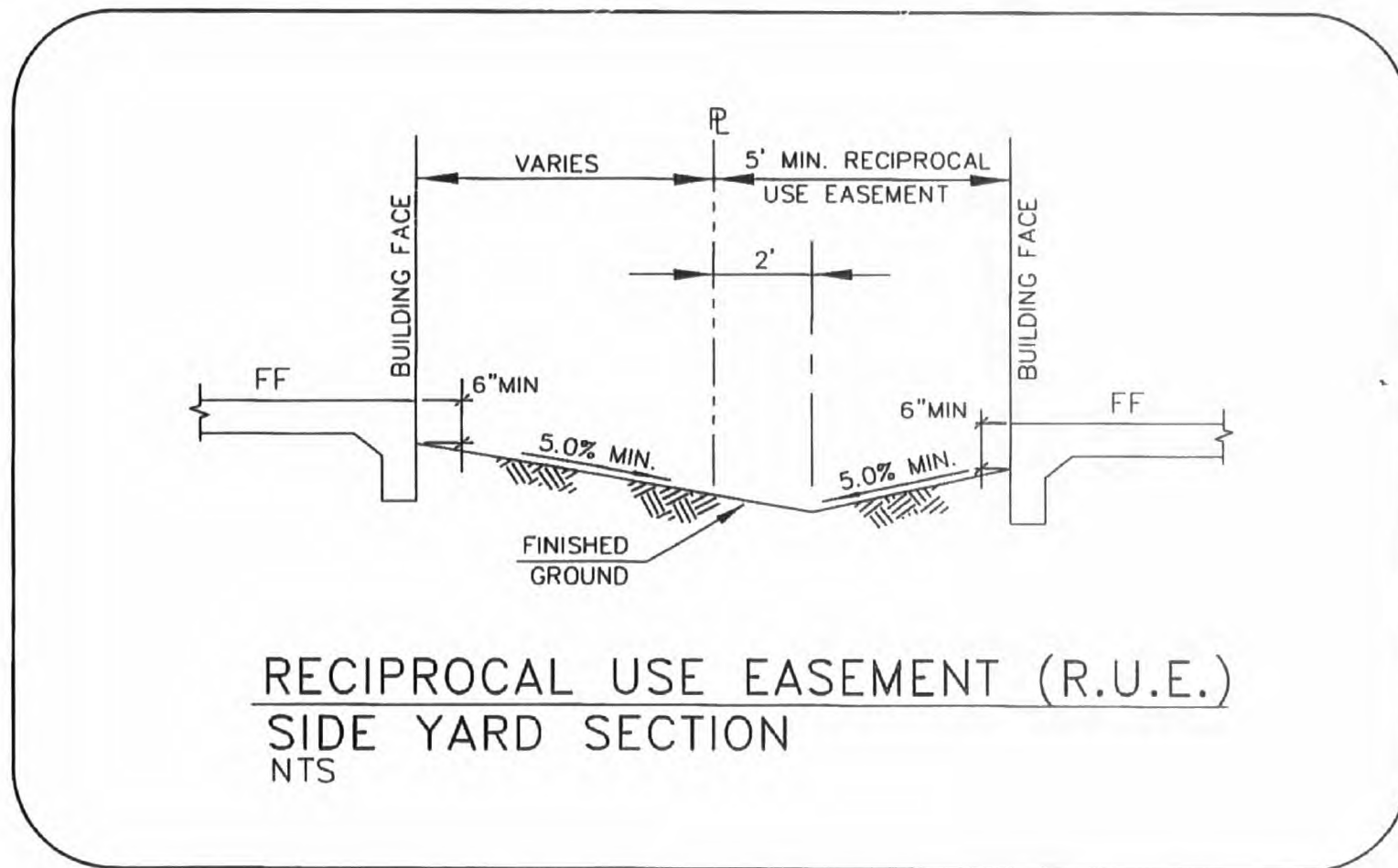


Figure 3-18 RECIPROCAL USE EASEMENT All plans and diagrams are conceptual and do not necessarily accurately depict actual development. All dimensions and notes are requirements.

Projections

An architectural projection is defined as an element that articulates the building elevation such as a media niche, bay window, chimney, balcony, and other similar elements. The encroachment may be supported by a foundation. Architectural projections may project a maximum of 3 feet into any required setback or building separation area. In no case shall such projection be closer than 3 feet to any property line, subject to IRC requirements. Architectural projections shall have a maximum length of 14 feet along the articulated wall plane. In no case shall architectural projections comprise more than fifty percent (50%) of the articulated wall plane. Architectural projections beyond exterior walls shall comply with minimum building separation and material requirements set forth by the applicable IRC requirements, Section R302. Projections for eaves (see architectural checklists), window and door pop out surrounds, pot shelves, enhanced window sills, shutter details, window trim, entry gates, material veneers and wainscoting shall be governed by the provisions of the applicable IRC requirements.

FIGURE 3-19 ALLOWABLE RESIDENTIAL BUILDING TYPES

	Neighborhood Residential		Urban Mixed-Use		Town Center Mixed-Use	
Building Type	Neighborhood Street	Village Street	Neighborhood Street	Village Street	Neighborhood Street	Village Street
Estate Lot	3 Stories Max.	3 Stories Max.				
Standard Lot	3 Stories Max.	3 Stories Max.				
Compact Lot	3 Stories Max.	3 Stories Max.				
Green Court	3 Stories Max.	3 Stories Max.	3 Stories Max.	3 Stories Max.		
Paseo Court	3 Stories Max.	3 Stories Max.	3 Stories Max.	3 Stories Max.		
Cluster Single Family	3 Stories Max.	3 Stories Max.	3 Stories Max.	3 Stories Max.		
Mansion Home	3 Stories Max.	3 Stories Max.	3 Stories Max.	3 Stories Max.	3-5 Stories	3-5 Stories
Townhome	4 Stories Max.	4 Stories Max.	4 Stories Max.	4 Stories Max.	3-5 Stories	3-5 Stories
Tuckunder Multi-Family	4 Stories Max.	5 Stories Max.*	4 Stories Max.	5 Stories Max.*	110' Max.	110' Max.
Podium Multi-Family	4 Stories Max.	5 Stories Max.*	4 Stories Max.	5 Stories Max.*	110' Max.	110' Max.
Embedded Garage Multi-Family	4 Stories Max.	5 Stories Max.*	4 Stories Max.	5 Stories Max.*	110' Max.	110' Max.
* Must Be Adjacent to or Directly Accessible From a Village Street. See Figure 3-14 for an example of a building location that is directly accessible from a Village Street.						

Figure 3-20. Residential Building Types Table. The following Table summarizes the permitted Residential Building Types.

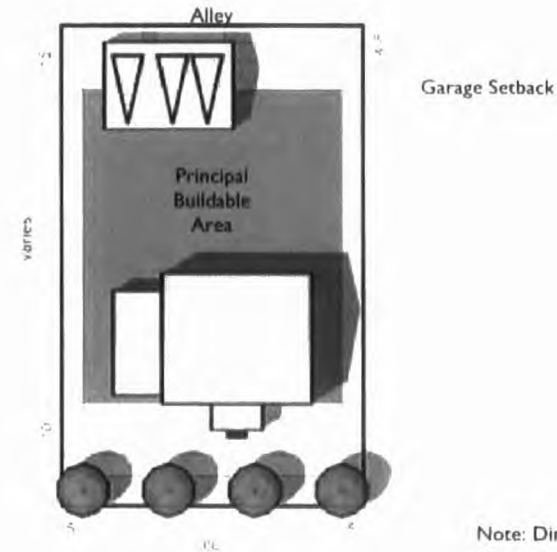
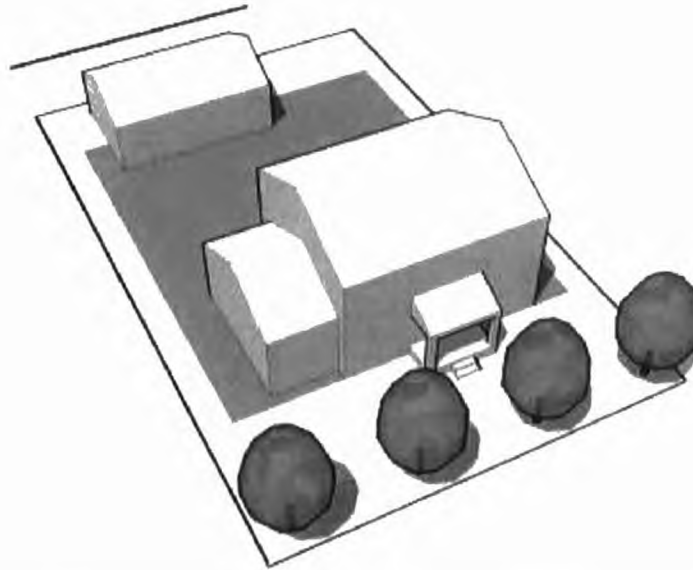
Single or Multi-Family	Attached /Detached	Residential Building Type	Garage Placement Options	Permitted	Maximum Heights
Single	Detached	Estate Lot	Alley-Loaded	All Neighborhood Residential Parcels	3 Stories 45'
Single	Detached	Estate Lot	Side Drive	All Neighborhood Residential Parcels	3 Stories 45'
Single	Detached	Estate Lot	Side Drive Detached	All Neighborhood Residential Parcels	3 Stories 45'
Single	Detached	Estate Lot	Front Drive	All Neighborhood Residential Parcels	3 Stories 45'
Single	Detached	Standard Lot	Alley-Loaded	All Neighborhood Residential Parcels	3 Stories 45'
Single	Detached	Standard Lot	Side Drive	All Neighborhood Residential Parcels	3 Stories 45'
Single	Detached	Standard Lot	Side Drive Detached	All Neighborhood Residential Parcels	3 Stories 45'
Single	Detached	Standard Lot	Front Drive	All Neighborhood Residential Parcels	3 Stories 45'
Single	Detached	Compact Lot	Alley-Loaded	All Neighborhood Residential Parcels	3 Stories 45'
Single	Detached	Compact Lot	Side Drive	All Neighborhood Residential Parcels	3 Stories 45'
Single	Detached	Compact Lot	Side Drive Detached	All Neighborhood Residential Parcels	3 Stories 45'
Single	Detached	Compact Lot	Front Drive	All Neighborhood Residential Parcels	3 Stories 45'

Building Type	Neighborhood Street	Village Street	Neighborhood Street	Village Street	Neighborhood Street
Single	Detached	Green Court	Alley-Loaded	All Neighborhood Residential and Urban Mixed-Use Parcels	3 Stories 45'
Single	Detached	Paseo Court	Alley-Loaded	All Neighborhood Residential and Urban Mixed-Use Parcels	3 Stories 45'
Single	Detached	Cluster Single Family	Alley-Loaded	All Neighborhood Residential and Urban Mixed-Use Parcels	3 Stories 45'
Single	Attached	Mansion Home	Alley-Loaded/Court	All Neighborhood Residential and Urban Mixed-Use Parcels	3 Stories 45'
				All Town Center Mixed-Use Parcels if at least 3 stories	5 Stories 75'
Single	Attached	Townhomes, Standard Width, Attached Garage		All Neighborhood Residential and Urban Mixed-Use Parcels	4 Stories 60'
				All Town Center Mixed-Use Parcels if at least 3 stories	5 Stories 75'
Single	Attached	Townhome, Standard Width, Detached Garage		All Neighborhood Residential and Urban Mixed-Use Parcels	4 Stories 60'
				All Town Center Mixed-Use Parcels if at least 3 stories	5 Stories 75'
Single	Attached	Townhome, Narrow Lot, Tandem Garage		All Neighborhood Residential and Urban Mixed-Use Parcels	4 Stories 60'
				All Town Center Mixed-Use Parcels if at least 3 stories	5 Stories 75'

Building Type	Neighborhood Street	Village Street	Neighborhood Street	Village Street	Neighborhood Street
Multi	Attached	Tuckunder		All Neighborhood and Urban Mixed-Use Residential Parcels.	4 Stories 60' or 5 Stories 75' if adjacent to or directly accessible from a Village Street.
				All Town Center Mixed-Use Parcels.	110'
Multi	Attached	Podium		All Neighborhood and Urban Mixed-Use Residential Parcels.	4 Stories 60' or 5 Stories 75' if adjacent to or directly accessible from a Village Street.
				All Town Center Mixed-Use Parcels	110'
Multi	Attached	Embedded Garage		All Neighborhood and Urban Mixed-Use Residential Parcels.	4 Stories 60' or 5 Stories 75' if adjacent to or directly accessible from a Village Street.
				All Town Center Mixed-Use Parcels.	110'

ESTATE LOT

Alley Load



Note: Dimensions shown are
Minimums unless Noted

Lot Characteristics

Lot width: 60' minimum
Lot size: 6,000 sq. ft. min

Front Porch / Courtyard

Front setback: 3' min
Corner side setback: 3' minimum
Wraparound porches are permitted at end lots and corners.

Carriage Unit or Casita

Percentage allowed: 100%
Size: 1,000 sq. ft. max.

Principal Building

Front setback: 10' minimum
Side setback: 5' minimum, 10' at corner
Rear setback: 15' minimum (4' min at Casita; 4'-8' or 20'+ at Carriage Unit)

Garage (Both Attached and Detached Allowed)

Side setback: 0' min, 10' at corner
Rear setback: 4-8' or 20'+
Spaces required: min 2 spaces per lot, including tandem spaces. Note: See Section 3.5 for total required parking per lot.
Garage access may be from alley or side street

Courtyard Walls

Front setback: 3' min
Side setback: 0' (3' at corner lots)
Height: 2' minimum; 4' maximum from finished floor

Building Mass

Maximum height: 3 stories
Maximum lot coverage: 70% (excluding overhangs)

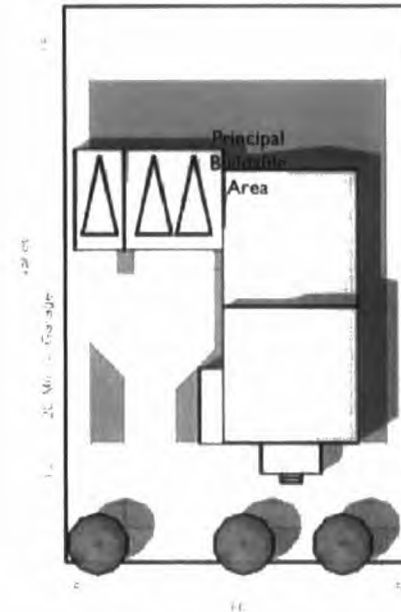
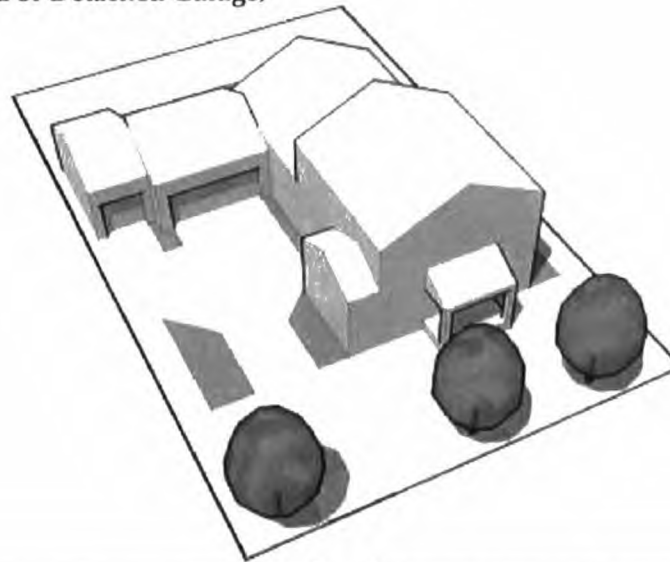
Private Outdoor Space

50% of lots per block must feature at least one outdoor living space visible from and facing the street, selected from the following:

- Front porch: 98 sq. ft. minimum with minimum dimension, 5' minimum at wrap around portion on corner lots, when provided
- Courtyard: 98 sq. ft. minimum with minimum dimension – minimum 75% open to the sky
- 2nd Story Mirador: 60 sq. ft. minimum with minimum dimension

ESTATE LOT

Side Drive (Attached or Detached Garage)



Lot Characteristics

Lot width: 60' minimum
Lot size: 6,000 sq. ft. min

Front Porch / Courtyard

Front setback: 3' min
Corner side setback: 3' minimum
Wraparound porches are permitted at end lots and corners.

Carriage Unit or Casita

Percentage allowed: 100%
Size: 1,000 sq. ft. max.

Principal Building

Front setback: 10' minimum
Side setback: 5' minimum, 10' at corner
Rear setback: 15' minimum (to 8' min and 20' max at Carriage Unit or Casita)

Garage (Both Attached and Detached Allowed)

Front Setback: 20' minimum behind front wall plane of residence
Side setback: 0'
Rear setback: 3'
Corner side setback: 10' (drive must be on interior side lot line)
Spaces required: min 2 spaces per lot, including tandem spaces. Note: See Section 3.5 for total required parking per lot.

Courtyard Walls

Front setback: 3' min
Side setback: 0' (3' at corner lots)
Height: 2' minimum; 4' maximum from finished floor

Building Mass

Maximum height: 3 stories
Maximum lot coverage: 70% (excluding overhangs)

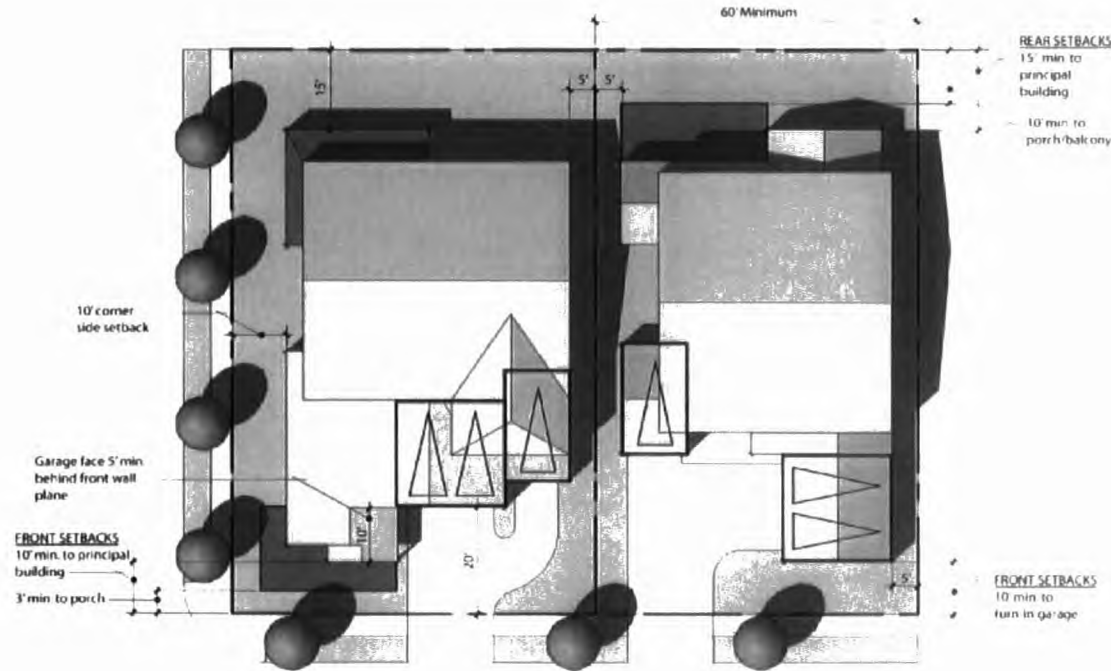
Private Outdoor Space

50% of lots per block must feature at least one outdoor living space visible from and facing the street, selected from the following:

- Front porch: 98 sq. ft. minimum with minimum dimension, 5' minimum at wrap-around portion on corner lots, when provided
- Courtyard: 98 sq. ft. minimum with minimum dimension minimum 75% open to the sky
- 2nd Story Mirador: 60 sq. ft. minimum with minimum dimension

ESTATE LOT

Front Drive



Estate Lot - front drive

Lot Characteristics

Lot width: 60' minimum
Lot size: 6,000 sq. ft. min

Porch / Courtyard

Front setback: 3' minimum
Corner side setback: 3' minimum
Rear setback: 10' minimum
Wraparound porches are encouraged at end lots and corners.

Carriage Unit or Casita

Percentage allowed: 100%
Size: 1,000 sq. ft. max.

Principal Building

Front setback: 10' minimum
Side setback: 5' minimum, 10' at corner
Rear setback: 15' minimum (4' min at Casita; 4'-8' or 20'+ at Carriage Unit)

Garage (Both Attached and Detached Allowed)

Front setback: 20' minimum (needed to avoid apron parking problems); 5' minimum behind front wall plane of residence; 10' minimum from back of sidewalk for turn-in configuration.
Side setback: 5'
Corner side setback: 10' (drive must be on interior side lot line)
Spaces required: min 2 spaces per lot, including tandem spaces. Note: See Section 3.5 for total required parking per lot.
3 car garage subject to terms of 4.3.2.

Courtyard Walls

Front setback: 3' min
Side setback: 0' (3' at corner lots)
Height: 2' minimum; 4' maximum from finished floor

Building Mass

Maximum height: 3 stories
Maximum lot coverage: 70% (excluding overhangs)

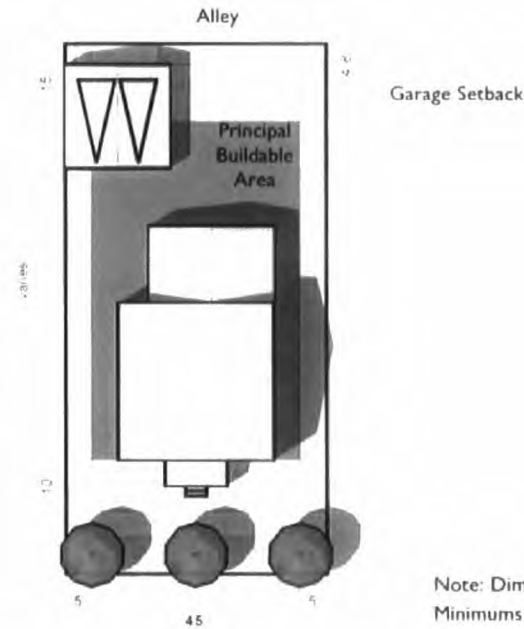
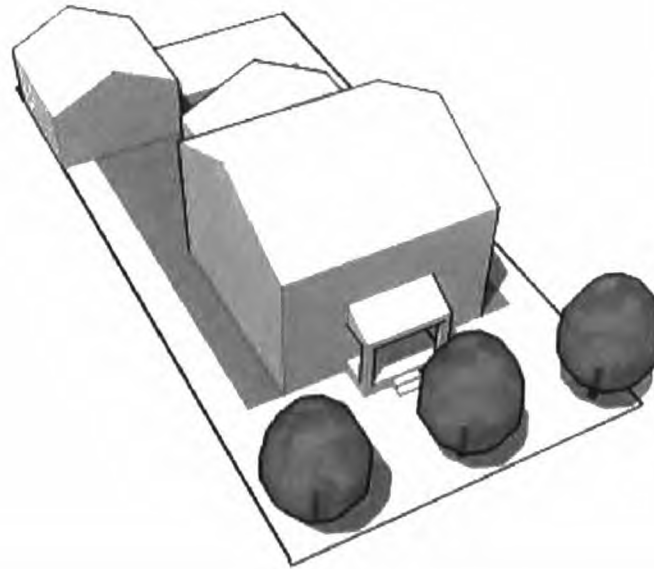
Private Outdoor Space

50% of lots per block must feature at least one outdoor living space visible from and facing the street, selected from the following:

- Front porch: 98 sq. ft. minimum with 7' minimum dimension, 5' minimum at wrap-around portion on corner lots, when provided
- Courtyard: 98 sq. ft. minimum with 7' minimum dimension - minimum 75% open to the sky
- 2nd Story Mirador: 60 sq. ft. minimum with 5' minimum dimension

STANDARD LOT

Alley Load



Lot Characteristics

Lot width: 45' minimum
Lot size: 4,000 sq. ft. min

Front Porch / Courtyard

Front setback: 3' min
Corner side setback: 3' minimum
Wraparound porches are permitted at end lots and corners.

Carriage Unit or Casita

Size: 1,000 sq. ft. max.

Principal Building

Front setback: 10' minimum
Side setback: 5' minimum, 10' at corner
Rear setback: 15' minimum (4' min at Casita; 4'-8' or 20'+ at Carriage Unit)

Garage (Both Attached and Detached Allowed)

Side setback: 0' min, 10' at corner
Rear setback: 4'-8' or 20'+
Spaces required: min 2 spaces per lot, including tandem spaces. Note: See Section 3.5 for total required parking per lot.
Garage access may be from alley or side street

Courtyard Walls

Front setback: 3' min
Side setback: 0' (3' at corner lots)
Height: 2' minimum, 4' maximum from finished floor

Building Mass

Maximum height: 3 stories
Maximum lot coverage: 70% (excluding overhangs)

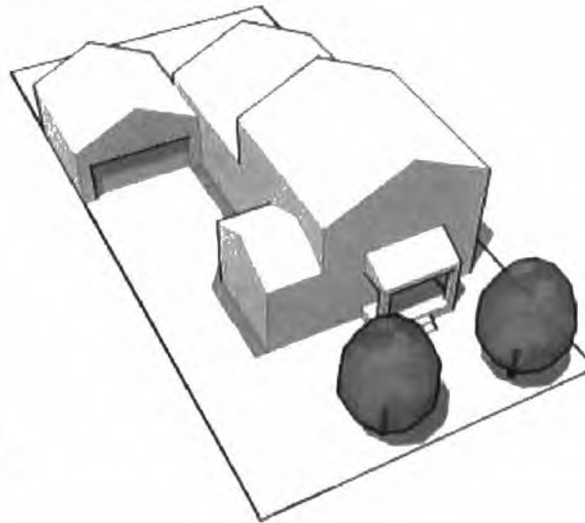
Private Outdoor Space

50% of lots per block must feature at least one outdoor living space visible from and facing the street, selected from the following:

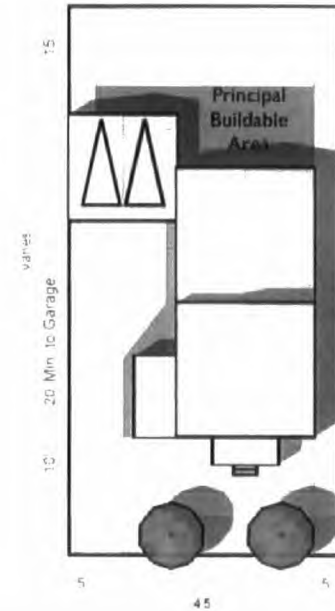
- Front porch: 72 sq. ft. minimum with minimum dimension, 5' minimum at wrap-around portion on corner lots, when provided
- Courtyard: 72 sq. ft. minimum with minimum dimension - minimum 75" - open to the sky
- 2nd Story Mirador: 50 sq. ft. minimum with minimum dimension

STANDARD LOT

Side Drive (Attached or Detached Garage)



Note: Dimensions shown are
Minimums unless Noted



Lot Characteristics

Lot width: 45' minimum
Lot size: 4,000 sq. ft. min

Front Porch / Courtyard

Front setback: 3' min
Corner side setback: 3' minimum
Wraparound porches are permitted at end lots and corners.

Carriage Unit or Casita

Size: 1,000 sq. ft. max.

Principal Building

Front setback: 10' minimum
Side setback: 5' minimum, 10' at corner
Rear setback: 15' minimum (4' min at Casita; 4'-8' or 20'+ at Carriage Unit)

Garage (Both Attached and Detached Allowed)

Front setback: 20' minimum behind front wall plane of residence
Side setback: 0' min, 10' at corner (drive must be on interior side lot line)
Rear setback: 0'
Spaces required: min 2 spaces per lot, including tandem spaces. Note: See Section 3.5 for total required parking per lot.

Courtyard Walls

Front setback: 3' min
Side setback: 0' (3' at corner lots)
Height: 2' minimum; 4' maximum from finished floor

Building Mass

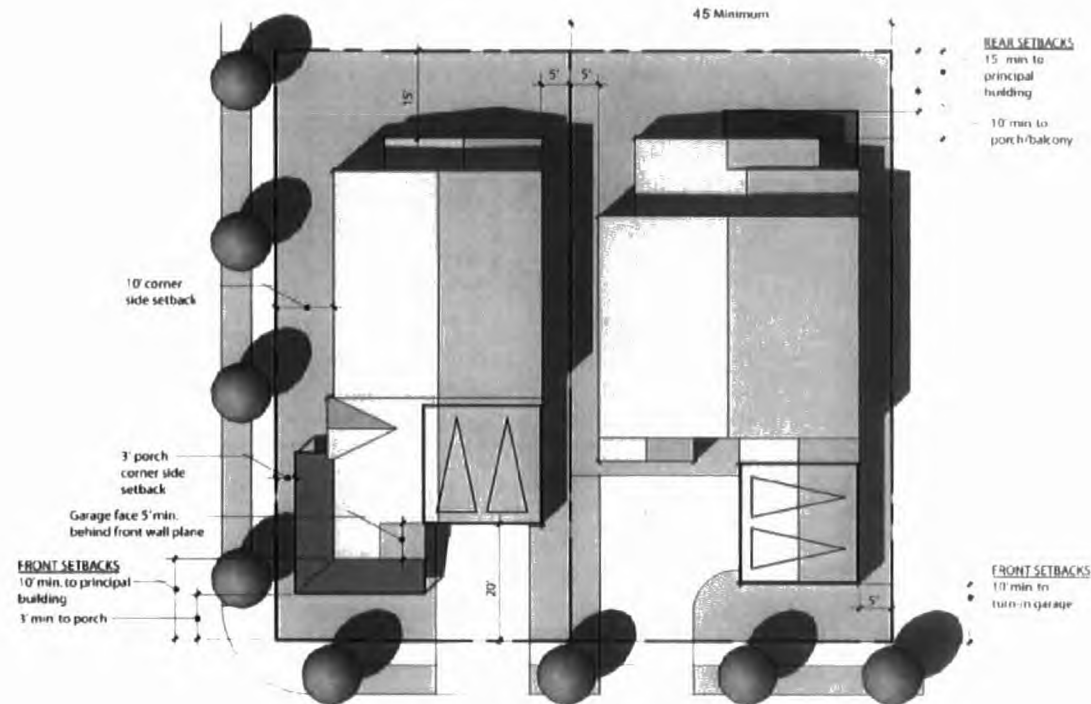
Maximum height: 3 stories
Maximum lot coverage: 70% (excluding overhangs)

Private Outdoor Space

50% of lots per block must feature at least one outdoor living space visible from and facing the street, selected from the following:

- Front porch: 72 sq. ft. minimum with minimum dimension, 5' minimum at wrap around portion on corner lots, when provided
- Courtyard: 72 sq. ft. minimum with minimum dimension - minimum 75% open to the sky
- 2nd Story Mirador: 50 sq. ft. minimum with minimum dimension

Front Drive



Lot Characteristics

Porch / Courtyard

Carriage Unit or Casita

Principal Building

Garage (Both Attached and Detached Allowed)

Courtyard Walls

Building Mass

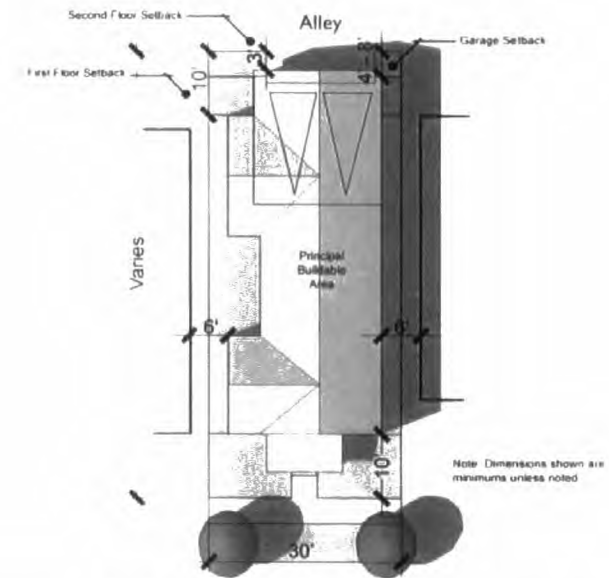
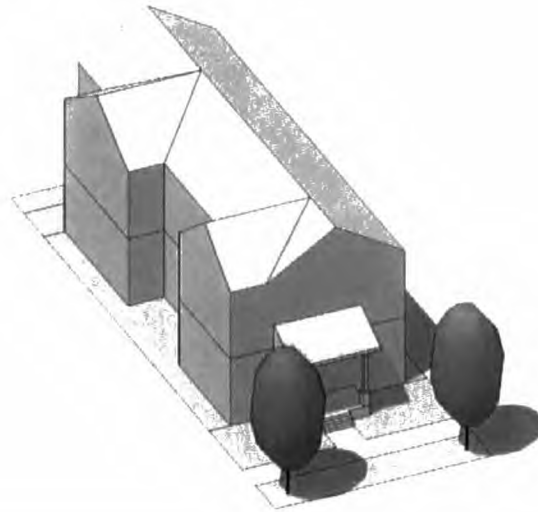
Private Outdoor Space

50% of lots per block must feature at least one outdoor living space visible from and facing the street, selected from the following:

- Front porch: 72 sq. ft. minimum with 5' minimum dimension, 5' minimum at wrap around portion on corner lots, when provided
- Courtyard: 72 sq. ft. minimum with 5' minimum dimension - minimum 75% open to the sky
- 2nd Story Mirador: 50 sq. ft. minimum with 5' minimum dimension

COMPACT LOT

Alley Load



Lot Characteristics

Lot width: 30' minimum
Lot size: 2,500 sq. ft. min

Front Porch / Courtyard

Front setback: 3' min
Corner side setback: 3' minimum

Carriage Unit or Casita

Size: 800 sq. ft. max.

Principal Building

Front setback: 10' minimum
Side setback: 0' minimum to principal building, 10' at corner. 6' minimum aggregate; 0' to non-living elements
Rear Setback: 1st Floor Living: 10' min.
2nd Floor Living: 3' min.
Carriage Unit or Casita: 5' min.

Garage (Both Attached and Detached Allowed)

Side setback: 0' minimum, 6' at corner
Rear setback: 4'-8' or 20'+
Spaces required: min 2 spaces per lot, including tandem spaces. Note: See Section 3.5 for total required parking per lot.
Garage access may be from alley or side street

Courtyard Walls

Front setback: 3' min
Side setback: 0' (3' at corner lots)
Height: 2' minimum; 4' maximum from finished floor

Building Mass

Maximum height: 3 stories
Maximum lot coverage: 80% (excluding overhangs)

Private Outdoor Space

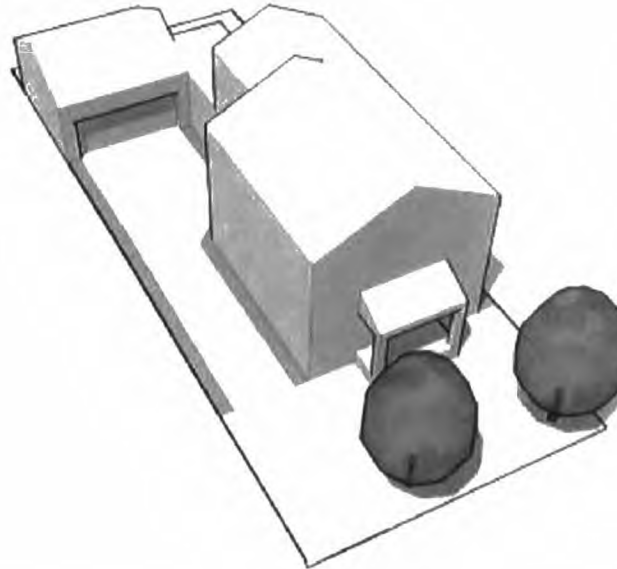
50% of lots per block shall feature at least one outdoor living space visible from and facing the street, selected from the following:

- Front porch: 50^{sq} sq. ft. minimum with minimum dimension, 5' minimum at wrap around portion on corner lots, when provided.
- Courtyard: 50^{sq} sq. ft. minimum with minimum dimension = minimum 75% open to the sky
- 2nd Story Mirador: 40^{sq} sq. ft. minimum with minimum dimension

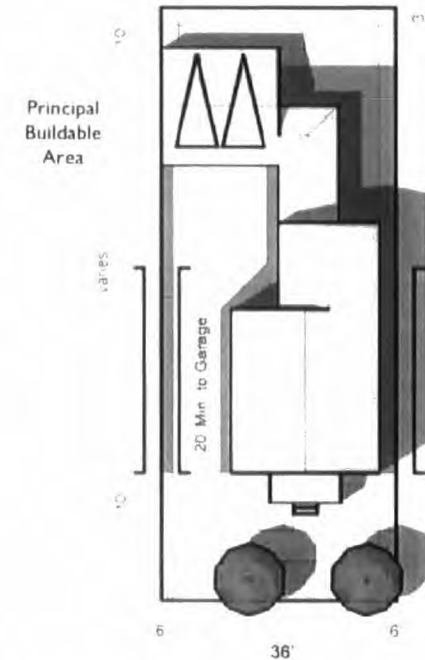
If 100% of lots feature at least one outdoor living space, minimum requirements shall be reduced to 36 sq. ft.

COMPACT LOT

Side Drive (Attached or Detached Garage)



Note: Dimensions shown are
Minimums unless Noted



Lot Characteristics

Lot width: 36' minimum
Lot size: 2,500 sq. ft. min

Front Porch / Courtyard

Front setback: 3' min
Corner side setback: 3' minimum

Carriage Unit or Casita

Size: 800 sq. ft. max.

Principal Building

Front setback: 10' minimum
Side setback: 0' minimum to principal building, 10' at corner. 6' minimum aggregate; 0' to non-living elements
Rear setback: 10' minimum (5' min at Carriage Unit or Casitas)

Garage (Both Attached and Detached Allowed)

Front setback: 20' minimum behind front wall plane of residence
Side setback: 0' minimum, 6' at corner (drive must be on interior side lot line)
Rear setback: 0'
Spaces required: min 2 spaces per lot, including tandem spaces. Note: See Section 3.5 for total required parking per lot.

Courtyard Walls

Front setback: 3' min
Side setback: 0' (3' at corner lots)
Height: 2' minimum; 4' maximum from finished floor

Building Mass

Maximum height: 3 stories
Maximum lot coverage: 80% (excluding overhangs)

Private Outdoor Space

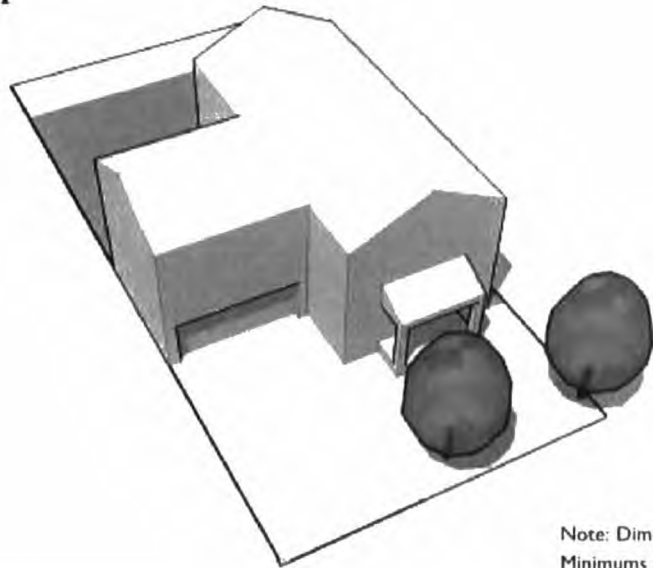
50% of lots per block shall feature at least one outdoor living space visible from and facing the street, selected from the following:

- Front porch: 50⁰ sq. ft. minimum with minimum dimension, 5' minimum at wrap around portion on corner lots, when provided
- Courtyard: 50⁰ sq. ft. minimum with minimum dimension minimum 75% open to the sky
- 2nd Story Mirador: 40⁰ sq. ft. minimum with minimum dimension

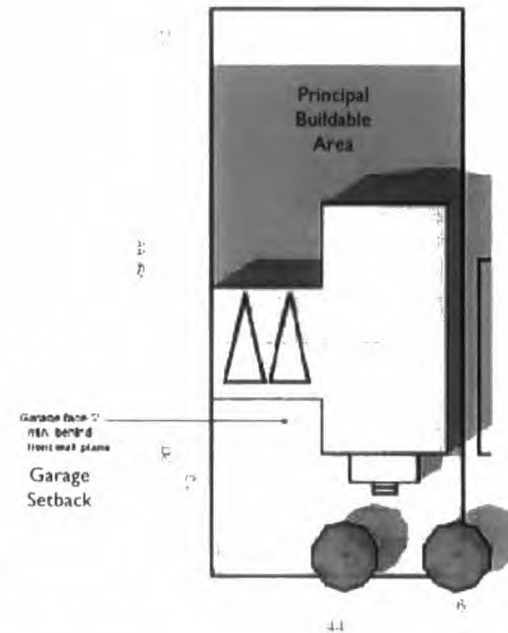
If 100% of lots feature at least one outdoor living space, minimum requirements shall be reduced to 36 sq. ft.

COMPACT LOT

Front Drive
(Double Garage)



Note: Dimensions shown are
Minimums unless Noted



Lot Characteristics

Lot width: 44' minimum
Lot size: 2,500 sq. ft. min

Front Porch / Courtyard

Front setback: 3' min
Corner side setback: 3' minimum

Carriage Unit or Casita

Size: 800 sq. ft. max.

Principal Building

Front setback: 10' minimum
Side setback: 0' minimum to principal building, 10' at corner. 6' minimum aggregate; 0' to non-living elements
Rear setback: 10' minimum (5' min at Carriage Unit or Casitas)

Garage (Both Attached and Detached Allowed)

Front setback: 20' minimum (needed to avoid apron parking problems); 5' minimum behind front wall plane of residence; 10' minimum from back of sidewalk for turn-in garage configuration.
Side setback: 0' minimum, 6' at corner
Rear setback: 4'-8' or 20'+
Spaces required: min 2 spaces per lot, including tandem spaces. Note: See Section 3.5 for total required parking per lot.
Garage access may be from alley or side street

Courtyard Walls

Front setback: 3' min
Side setback: 0' (3' at corner lots)
Height: 2' minimum; 4' maximum from finished floor

Building Mass

Maximum height: 3 stories
Maximum lot coverage: 80% (excluding overhangs)

Private Outdoor Space

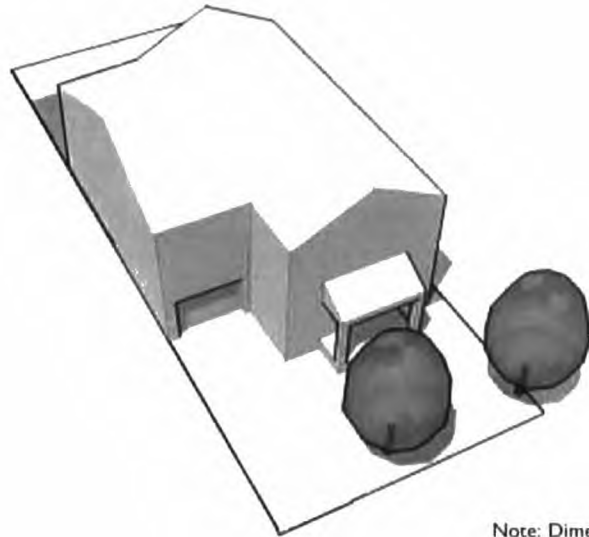
50% of lots per block shall feature at least one outdoor living space visible from and facing the street, selected from the following

- Front porch: 50⁰ sq. ft. minimum with minimum dimension, 5' minimum at wrap around portion on corner lots, when provided
- Courtyard: 50⁰ sq. ft. minimum with minimum dimension minimum 75% open to the sky
- 2nd Story Mirador: 40⁰ sq. ft. minimum with minimum dimension

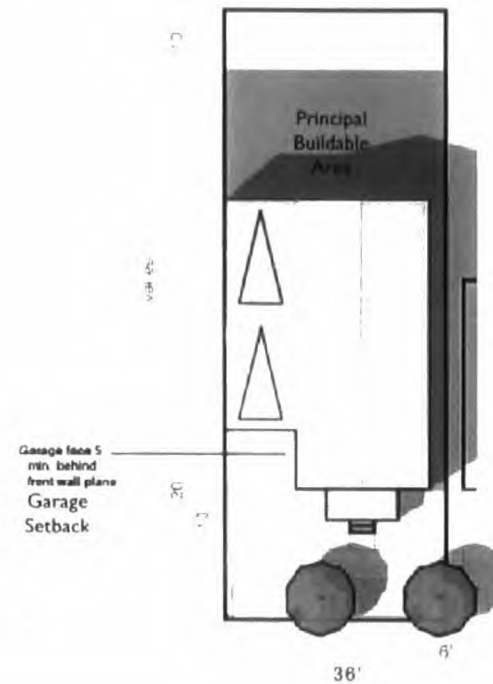
If 100% of lots feature at least one outdoor living space, minimum requirements shall be reduced to 36 sq. ft.

COMPACT LOT

Front Drive
(Single Garage
Tandem Parking)



Note: Dimensions shown are
Minimums unless Noted



Lot Characteristics

Lot width: 36' minimum
Lot size: 2,500 sq. ft. min

Front Porch / Courtyard

Front setback: 3' min
Corner side setback: 3' minimum

Carriage Unit or Casita

Size: 800 sq. ft. max.

Principal Building

Front setback: 10' minimum
Side setback: 0' minimum to principal building, 10' at corner. 6' minimum aggregate; 0' to non-living elements
Rear setback: 10' minimum (5' min at Carriage Unit or Casitas)

Garage(Both Attached and Detached Allowed)

Front setback: 20' minimum (needed to avoid apron parking problems); 5' minimum behind front wall plane of residence
Side setback: 0' minimum, 6' at corner
Rear setback: 4'-8' or 20'+
Spaces required: min 2 spaces per lot, tandem spaces.
Note: See Section 3.5 for total required parking per lot.

Courtyard Walls

Front setback: 3' min
Side setback: 0' (3' at corner lots)
Height: 2' minimum; 4' maximum from finished floor

Building Mass

Maximum height: 3 stories
Maximum lot coverage: 80% (excluding overhangs)

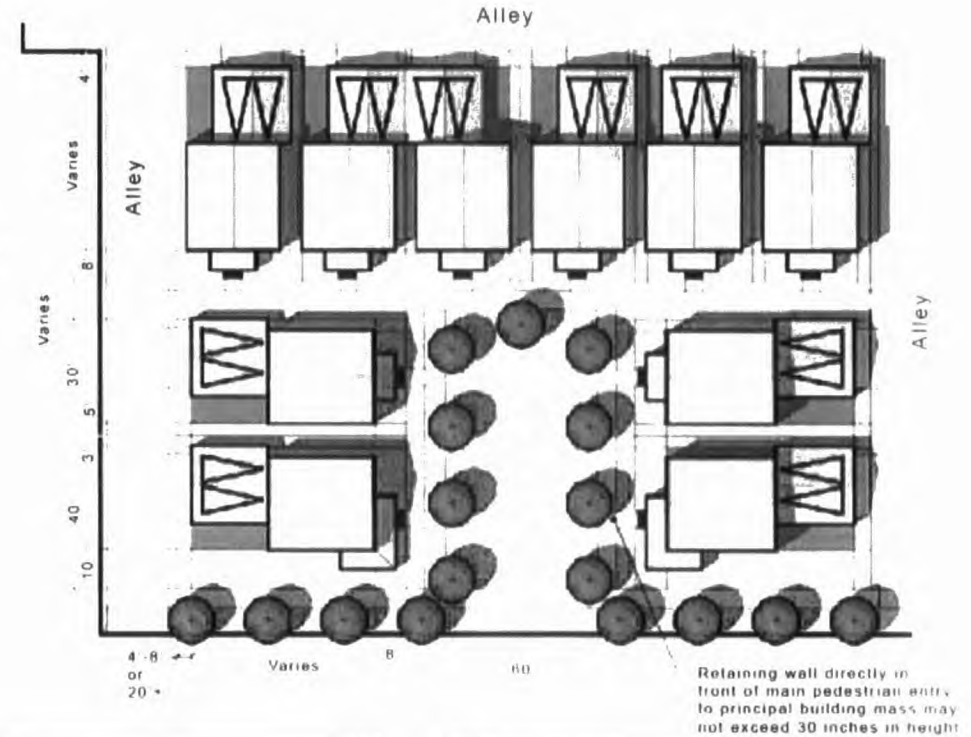
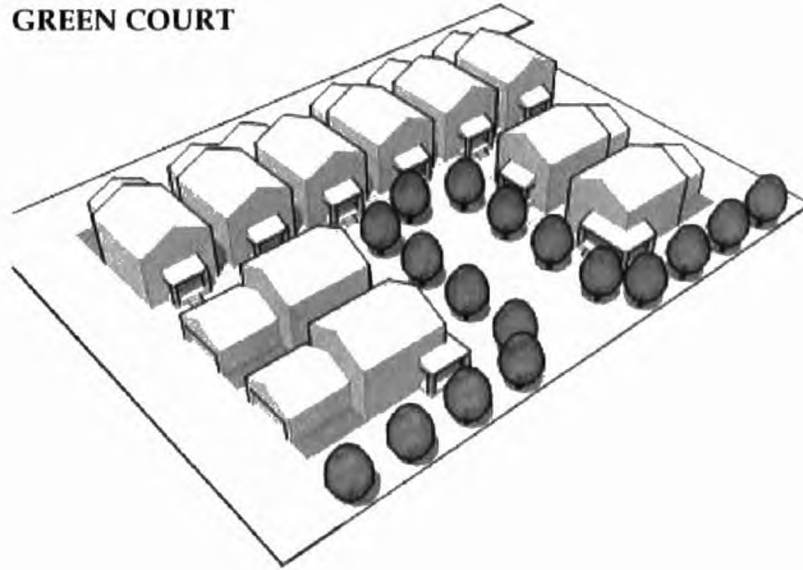
Private Outdoor Space

50% of lots per block shall feature at least one outdoor living space visible from and facing the street, selected from the following:

- Front porch: 50' sq. ft. minimum with 7' minimum dimension, 5' minimum at wrap around portion on corner lots, when provided.
- Courtyard: 50' sq. ft. minimum with 7' minimum dimension – minimum 75% open to the sky
- 2nd Story Mirador: 40' sq. ft. minimum with 5' minimum dimension

If 100% of lots feature at least one outdoor living space, minimum requirements shall be reduced to 36 sq. ft.

GREEN COURT



Lot Characteristics

Lot width: 30' min (40' at corner lots)
Lot size: 1,800 sq. ft. min

Private Outdoor Space

Setback at green: 4' min. Setback at street: 6' min
50% of lots per block must feature at least one outdoor living space visible from and facing the street or green, selected from the following:

- Front porch: 50' sq. ft. minimum with 6' minimum dimension, 5' minimum at wrap-around portion on corner lots, when provided
- Courtyard: 50' sq. ft. minimum with 6' minimum dimension - minimum 75% open to the sky

2nd Story Mirador: 40 sq. ft. minimum with 5' minimum dimension

¹ If 100 percent of lots feature at least one outdoor living space, minimum requirements shall be reduced to 40 sq. ft.

Principal Building

Front setback: 8' from green, 10' from street
Side setback: 3' minimum, 10' at corner
Rear setback: 4' minimum

Garage

Side setback: 0' minimum
Rear setback: 4'-8' or 20'+
Permitted orientation: alley
Spaces required: min 2 spaces per lot, including tandem spaces. Note: See Section 3.5 for total required parking per lot.
Parking space footprints may not exceed 12 by 24 feet

Building Mass

Maximum height: 3 stories
Maximum lot coverage: 70% aggregate for grouping of homes (excluding overhangs)

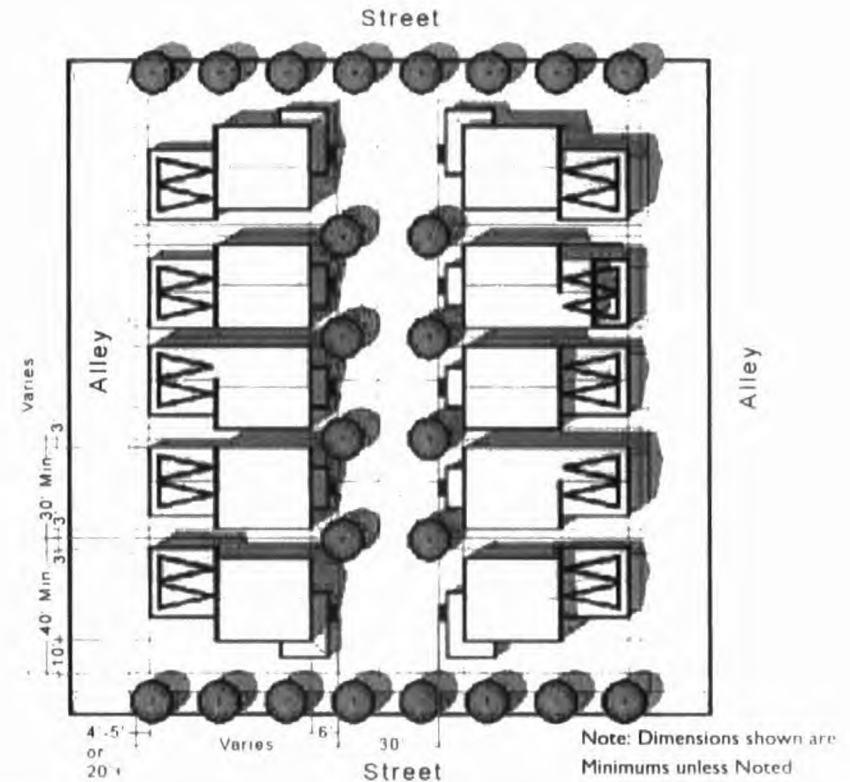
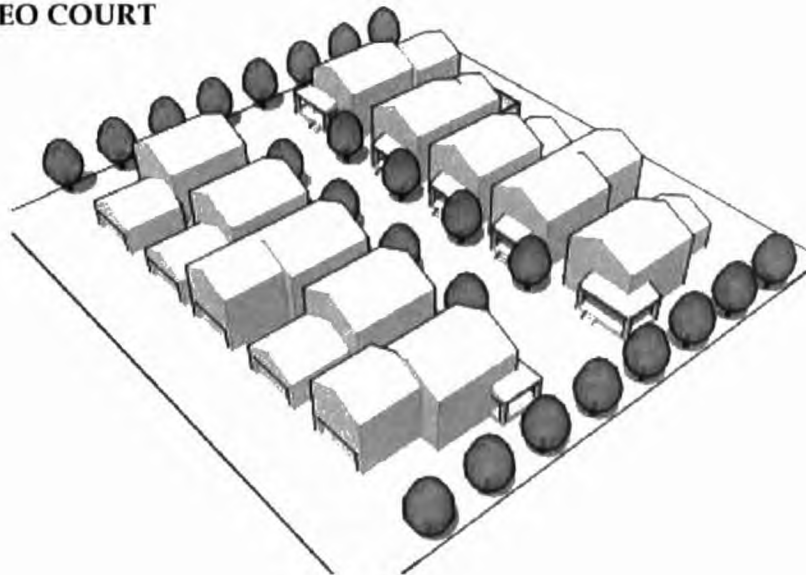
Carriage Unit or Casita

Max 50% of units in group may have carriage unit
Max 50% of units in group may have casita

Common Open Space (Green Court)

125 sq. ft. per unit in a group minimum

PASEO COURT



Lot Characteristics

Lot width: 30' min (40' at corner lots)
Lot size: 1,800 sq. ft. min

Front Porch

See note below-for paseo setback requirements.
Depth: 6' min
Square feet: 48 minimum
Percentage of homes required to have porch: 50%
Wraparound porches are allowed at end lots and corners.

Principal Building

See note below-for paseo setback requirements.
Front setback from street: 10'
Side setback: 3' minimum, 10' at corner
Rear setback: 4' minimum

Garage

Side setback: 0' minimum
Rear setback: 4'-8' or 20'+
Permitted orientation: alley
Spaces required: min 2 spaces per lot, including tandem spaces. Note: See Section 3.5 for total required parking per lot.

Building Mass

Maximum height: 3 stories
Maximum lot coverage: 70% of lot plus share of common open space (excluding overhangs)

Carriage Unit or Casita

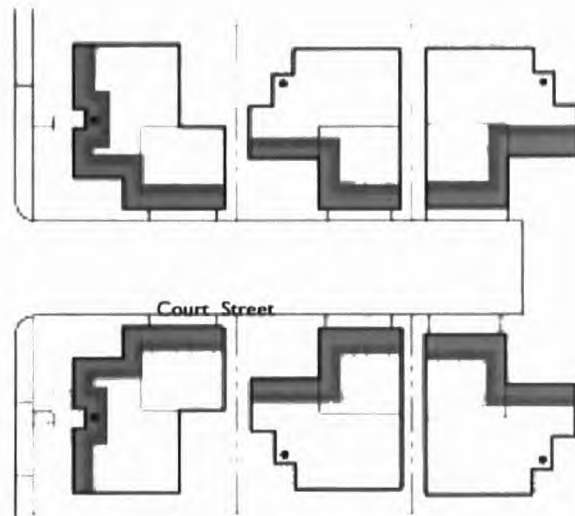
Max 50% of units in group may have carriage unit
Max 50% of units in group may have casita

Common Open Space

125 sq. ft. per unit minimum

Note: Paseo Court products may be mapped in two ways. If an HOA common area is created between two rows of homes, the minimum width of such common area will be 10', porches or courtyards will be set back at least 3' from the common area and the principal building wall plane will be at least 10' from the common area. Alternatively, the front lot lines of the homes may be in the middle of the paseo and front porches will be a minimum of 8' from the property line, principal wall planes a minimum of 15' from property line and the minimum distance between front wall planes of homes will be 30'. In the latter case, a reciprocal easement area will be created between rows of homes that is at least 10' wide.

CLUSTER SINGLE FAMILY



Lot Characteristics

Lot width: 30' min (40' at corner lots)
Lot size: 1,800 sq. ft. min

Porch

Setback at court street: 3' min
Setback at street: 6' min
Depth: 6' min
Square feet: 96 minimum
Percentage of homes required to have front or side entry porch: 50%
Wraparound porches are permitted at end lots and corners.

Elevations

At least 1/3 of the cumulative elevation lengths that front onto a court street shall be devoted to the ground level "living" portion of the residences. (Not every house is subject to the 1/3 criteria, rather it is a cumulative total for all residences on the motor court.

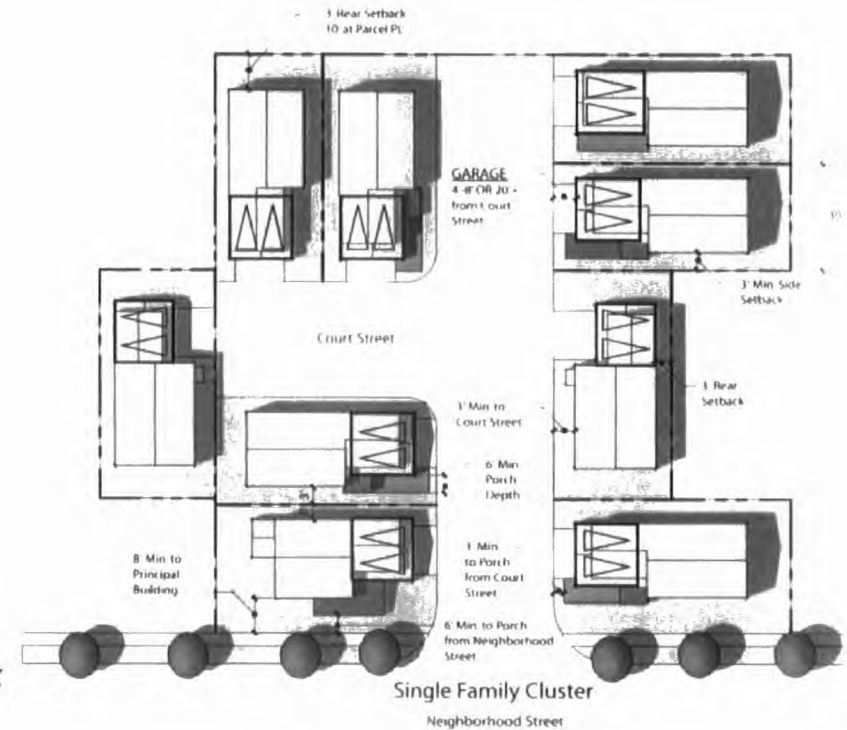
Principal Building

Front setback: 8' minimum from neighborhood street, 3' minimum to court street
Side setback: 3' minimum
Rear setback: 3' (10' at parcel property line)

Garage

Front setback (from court street): 4'-8' or 20'+
Side setback: 0' minimum
Rear setback: 3' minimum
Permitted orientation: court street
Spaces required: min 2 spaces per lot, including tandem spaces. Note: See Section 3.5 for total required parking per lot.
Notes: All garages must be accessed from court street
3-car garages not allowed

At least on elevation facing the court street should feature an at-grade front porch or courtyard with a minimum depth of 6', or a 2nd story balcony with a minimum depth of 3'.



Building Mass

Maximum height: 3 stories
Maximum lot coverage: 70% (excluding overhangs)

Carriage Unit or Casita

Not allowed

Private Open Space

150 sq. ft per unit
10' minimum dimension
Note: May be in front, side or rear yard

Planting

Planting areas should be sufficiently sized to accommodate at least one 15 gal. tree visible from the court street per residence. (Not every house requires a tree on its lot, so long as the cumulative total of 1 tree per residence is achieved within each court

MANSION HOME

Porch

Front setback: 6' minimum
Side setback: 6' at corner
Rear setback: 6' minimum
Depth: 6' min (5' minimum for wrap-around portion at corners)
Size: at least 1/3 the width of the front of the building

Principal Building

Front setback: 10' minimum
Side setback: 5' minimum, 15' aggregate
Rear setback:
 Between abutting lots: 15'
 Adjacent to open space or street: 10'

Garage

Side setback: 10' minimum (attached garage), 4' minimum (detached garage)
Garage Face setback: 4-8' or 20'+
Permitted orientation: alley or interior motor court accessed from alley or neighborhood street
Spaces required: 1 space per studio or 1 BR unit, 2 spaces per 2-3 BR unit, ½ additional space for each bedroom over 3 (Including tandem spaces)

Building Mass

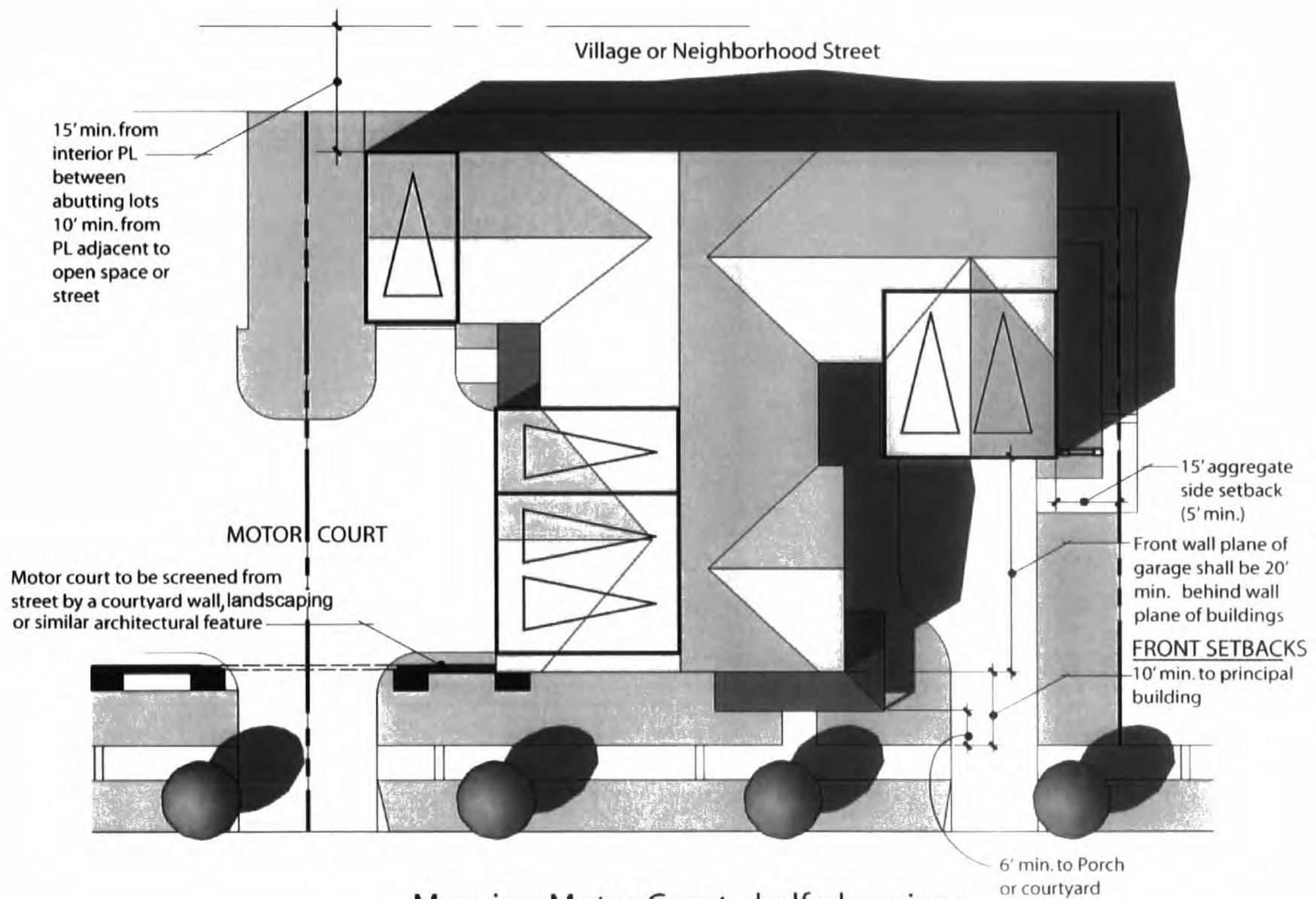
Maximum height:
Neighborhood Residential and Urban Mixed-Use Parcels: 3 stories
Town Center Mixed-Use Parcels: 5 stories
Maximum lot coverage: 70% (excluding overhangs)

Private Outdoor Space

Each unit shall provide at least one of the following:

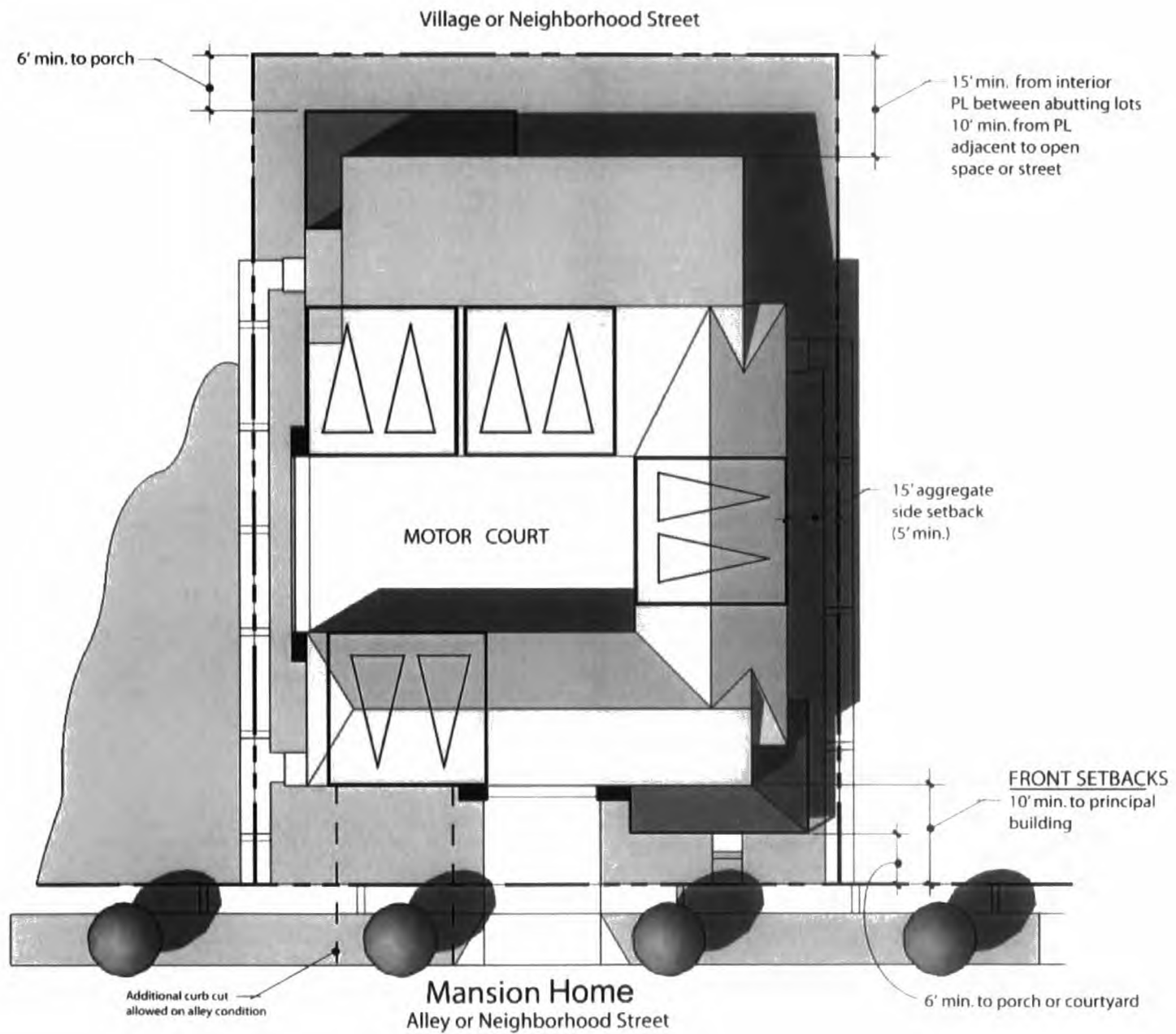
- Covered porch: 50 sq. ft. minimum with 6' minimum dimension, 5' minimum at wrap-around portion on corner lots when provided
- Courtyard: 50 sq. ft. minimum with 6' minimum dimension - minimum 75% open to the sky
- 2nd Story Mirador: 40 sq. ft. minimum with 7' minimum dimension

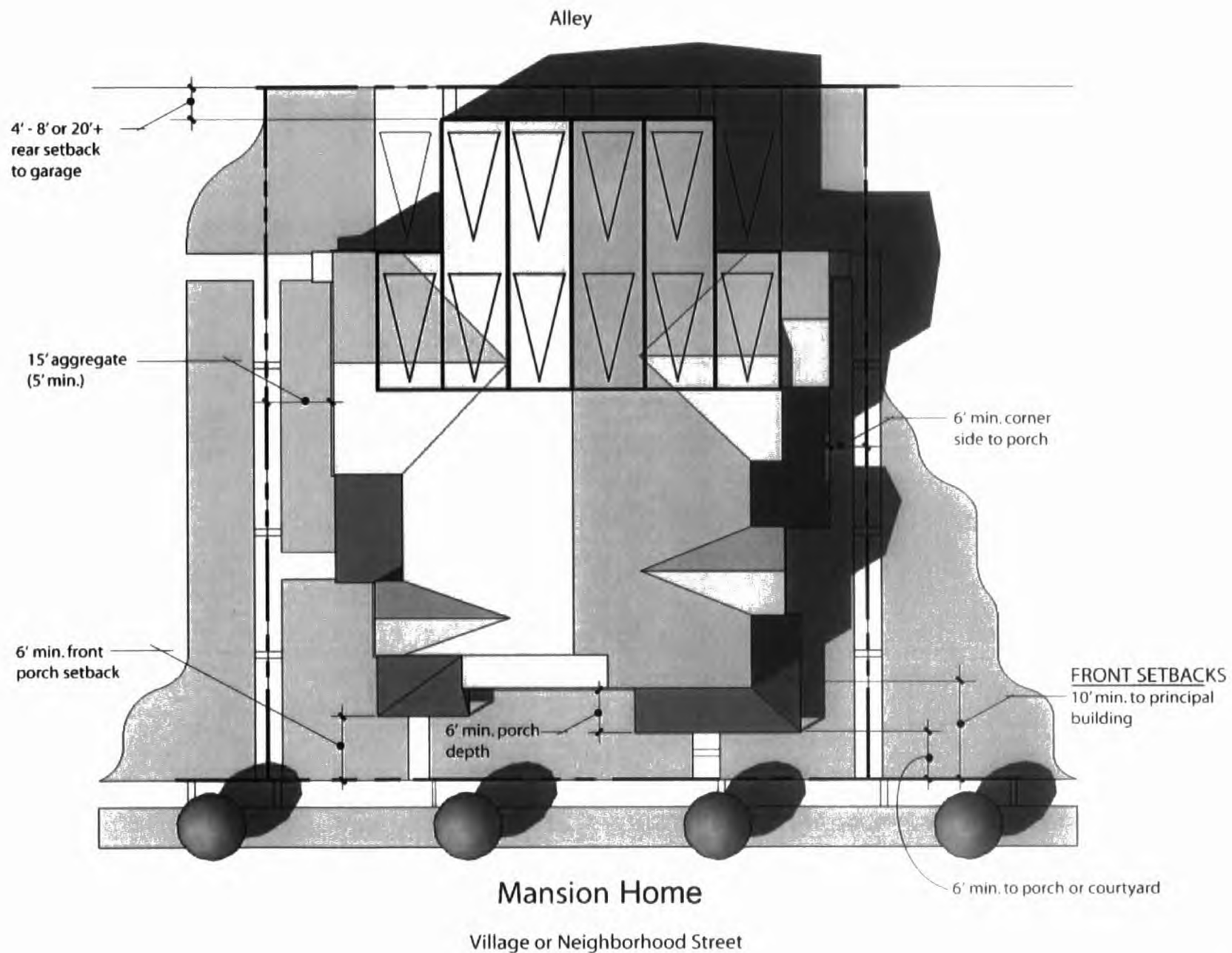
Individual entry porches or courtyards are required for all ground-floor units



Mansion Motor Court - half plan view

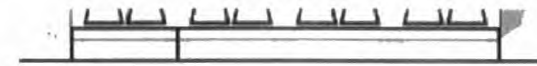
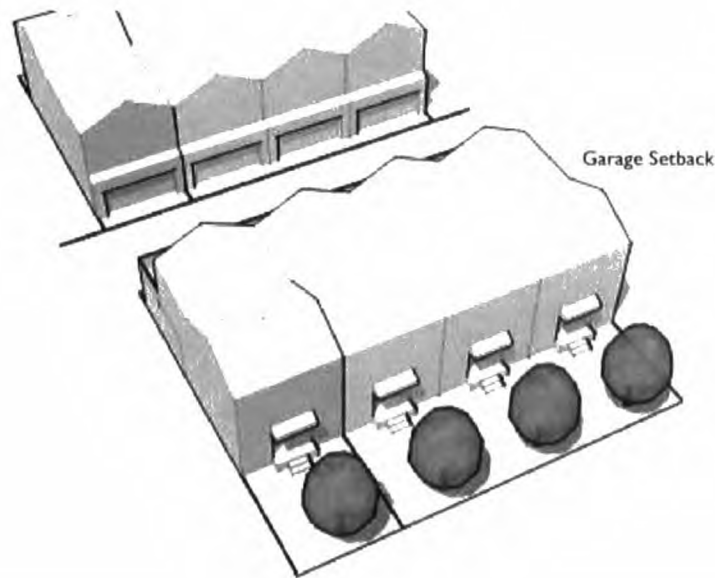
Neighborhood Street



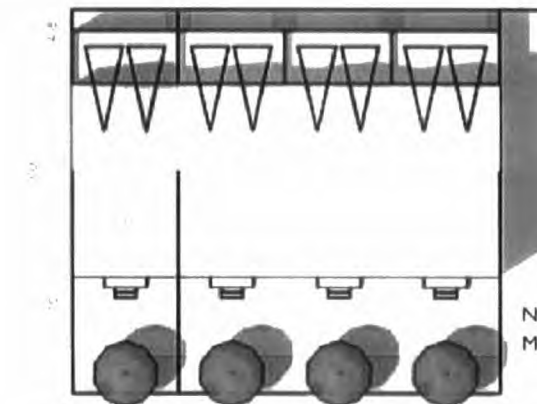


TOWNHOME

Standard Width, Attached Garage



Alley or Court Street



Note: Dimensions shown are Minimums unless Noted

Lot Characteristics

Lot width: 20' minimum
Lot size: 1,200 sq. ft. min

Front Porch / Courtyard

Front setback: 3' minimum
Corner side setback: 0' minimum (openings and architectural projections permitted into public right of way subject to International Building Code Section 32)

Private Open Space

All units must have a porch, courtyard or mirador facing street, paseo or open space.
50 sq. ft per unit
6' minimum dimension

Principal Building

Front setback: 10' minimum
Side setback: 0'
Corner side setback: 0' (openings and architectural projections permitted into public right of way subject to International Building Code Section 32)
Rear setback: 5' minimum with 2' offset from garage

Garage

Side setback: 0' minimum
Rear setback: 4-8' or 20'+
Permitted orientation: alley or court street
Spaces required: 1 space per studio or 1BR unit, 2 spaces per 2-3 BR unit, ½ additional space for each bedroom over 3 (including tandem spaces)
Tuck-under garage permitted

Note: 1 space of guest parking per 6 units required if on-street parking is not available.

Note: Dimensions shown are Minimums unless Noted

Building Mass

Maximum height:
Neighborhood Residential and Urban Mixed-Use
Parcels: 4 stories
Town Center Mixed-Use Parcels: 5 stories

Carriage Unit or Casita

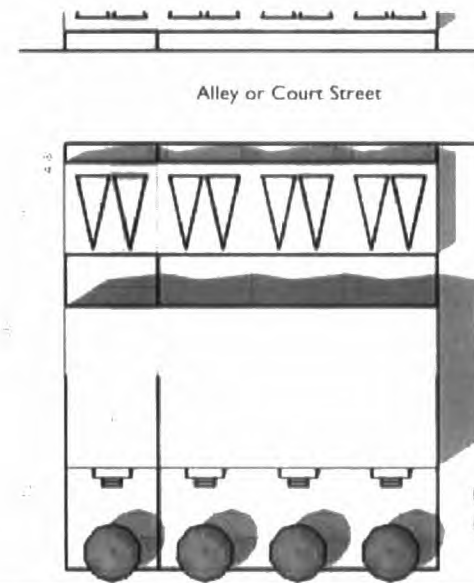
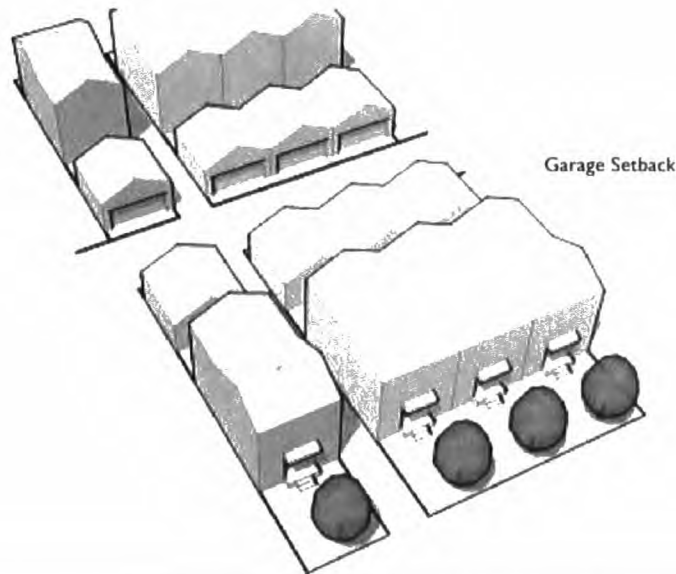
Not allowed

Building Separation

Separation between principal buildings: 20' for every 200' of building length or every 10 units.

TOWNHOME

Standard Width, Detached Garage



Lot Characteristics

Lot width: 20' minimum
Lot size: 1,200 sq. ft. min

Front Porch / Courtyard

Front setback: 3' minimum
Corner side setback: 0' minimum (openings and architectural projections permitted into public right of way subject to International Building Code Section 32)

Private Open Space

All units must have a porch, courtyard or mirador facing street, paseo or open space.
50 sq. ft per unit
6' minimum dimension

Principal Building

Front setback: 10' minimum
Side setback: 0'
Corner side setback: 0' (openings and architectural projections permitted into public right of way subject to International Building Code Section 32)
Rear setback: 31' minimum

Garage

Side setback: 0' minimum
Rear setback: 4-8' or 20'+
Permitted orientation: alley or court street
Spaces required: 1 space per studio or 1BR unit, 2 spaces per 2-3 BR unit, ½ additional space for each bedroom over 3 (including tandem spaces)
Min 6' building separation

Note: 1 space of guest parking per 6 units required if on-street parking is not available.

Building Mass

Maximum height:
Neighborhood Residential and Urban Mixed-Use
Parcels: 4 stories.
Town Center Mixed-Use Parcels: 5 stories.

Carriage Unit or Casita

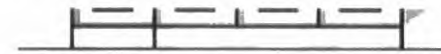
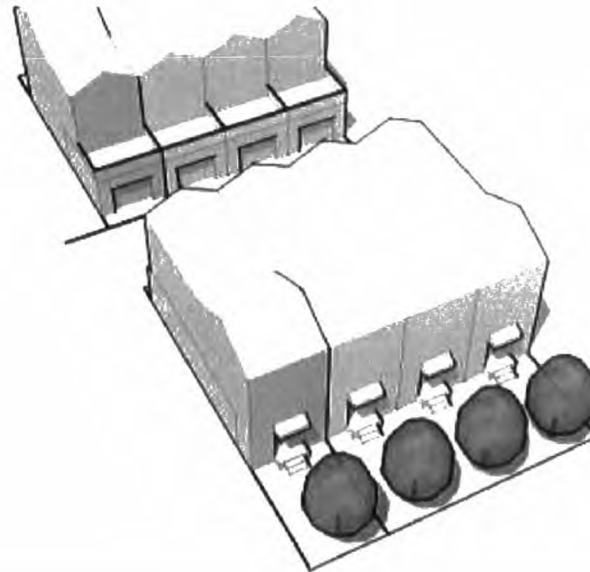
Not allowed

Building Separation

Separation between principal buildings: 20' for every 200' of building length or every 10 units.

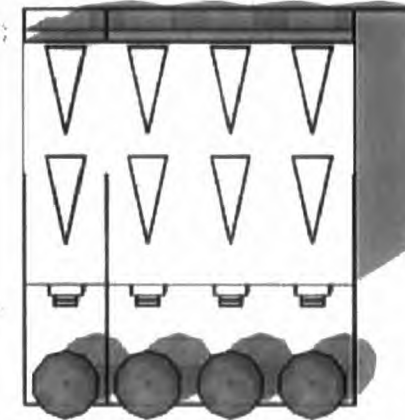
TOWNHOME

Narrow Lot



Alley or Court Street

Garage Setback



Lot Characteristics

Lot width: 15' minimum
Lot size: 750 sq. ft. min

Front Porch / Courtyard

Front setback: 3' minimum
Corner side setback: 0' minimum (openings and architectural projections permitted into public right of way subject to International Building Code Section 32)

Private Open Space

All units must have a porch, courtyard or mirador facing street, paseo or open space.
50 sq. ft per unit
6' minimum dimension

Principal Building

Front setback: 10' minimum
Side setback: 0'
Corner side setback: 0' (openings and architectural projections permitted into public right of way subject to International Building Code Section 32)
Rear setback: 5' minimum with 2' offset from garage

Garage

Side setback: 0' minimum
Rear setback: 4-8' or 20'+
Permitted orientation: alley or court street
Spaces required: 1 space per studio or 1BR unit, 2 spaces per 2-3 BR unit, ½ additional space for each bedroom over 3 (including tandem spaces)

Note: 1 space of guest parking per 6 units required if on-street parking is not available.

Building Mass

Maximum height:
Neighborhood Residential and Urban Mixed-Use
Parcels: 4 stories
Town Center Mixed-Use Parcels: 5 stories

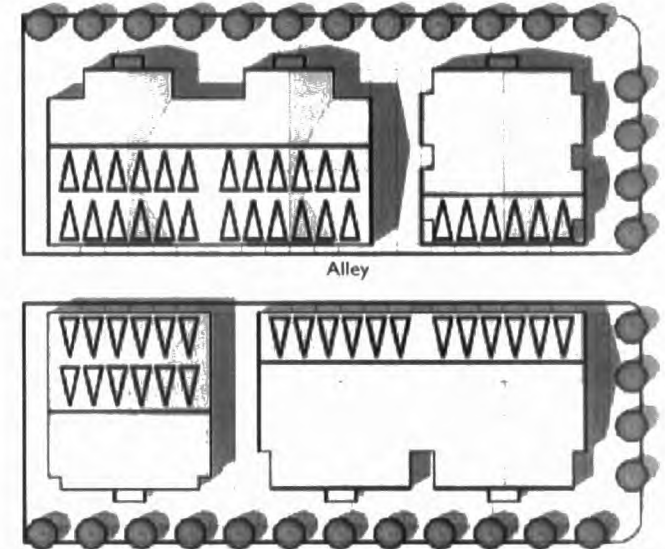
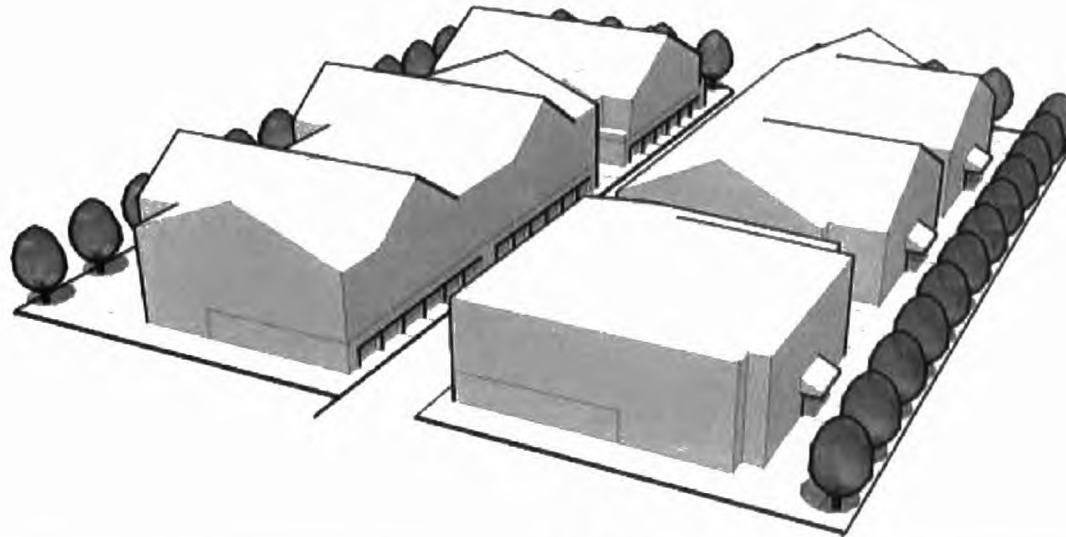
Carriage Unit or Casita

Not allowed

Building Separation

Separation between principal buildings: 20' for every 200' of building length or every 10 units.

TUCKUNDER MULTI-FAMILY-NEIGHBORHOOD RESIDENTIAL AND URBAN MIXED-USE DISTRICTS



Lot Characteristics

Variable

Principal Building

Front setback: 10' minimum
Side setback: 10' minimum
Rear setback: 4-8' or 20' +

Building Mass

Maximum height: 4 stories or 5 stories if adjacent to or directly accessible from a Village Street.
Maximum lot coverage: 75% (excluding overhangs)

Front or Side Entry Porch

Front setback: 6' minimum
Side setback: 5' at corner
Depth: 7' min (5' minimum for wrap-around portion at corners)
Size: at least 1/3 the width of the front of the building

Percentages of buildings required to have front or side entry porches: 100%
Note: Individual entry porches are required for 50% of ground-floor units

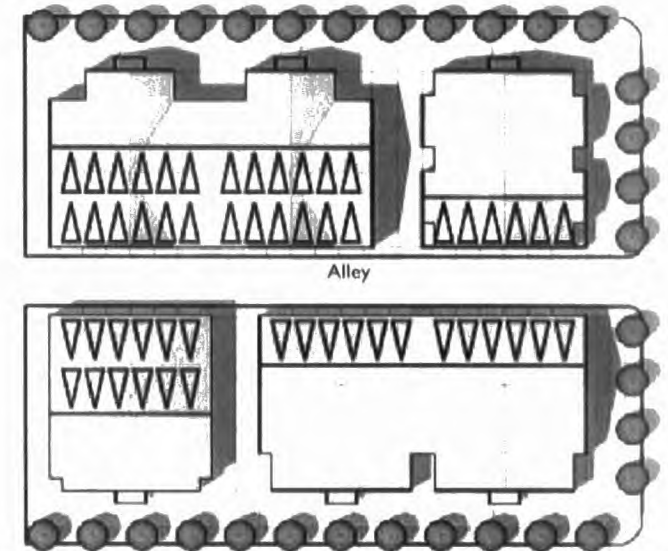
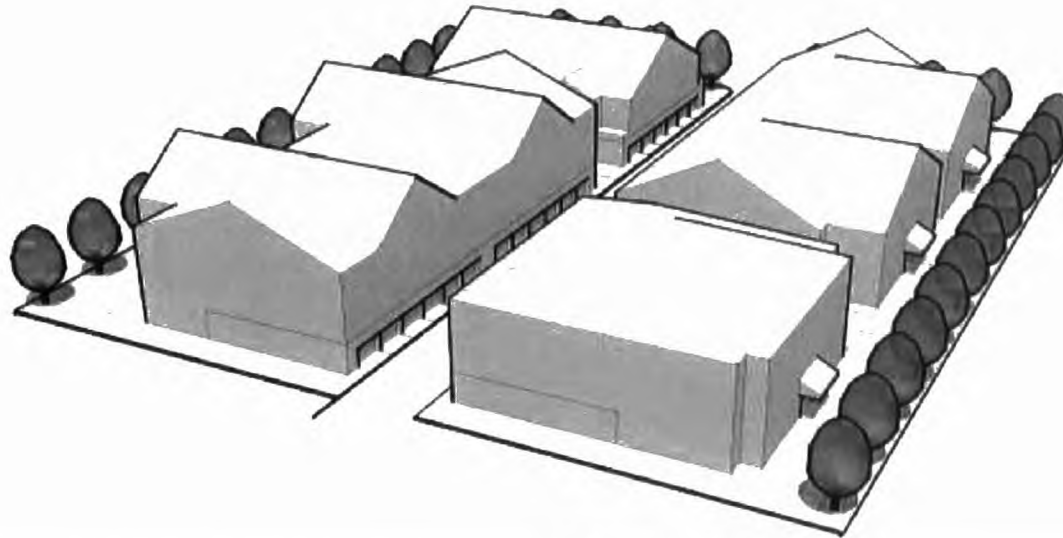
Garage

Side setback: 10' minimum
Rear setback: 4-8' or 20' +
Permitted orientation: alley
Spaces required (aggregate for building including tandem parking): 1.25 space per studio or 1BR unit, 1.75 spaces per 2BR unit, 2 spaces per 3+BR unit. Senior housing: 1 covered or enclosed space per unit.

Common Outdoor Space

100 sq. ft. per unit including footprint of any recreational building

TUCKUNDER MULTI-FAMILY TOWN CENTER MIXED USE DISTRICT



Lot Characteristics

Variable

Principal Building

Front setback: 0' minimum. Special Town Center Mixed-Use District sidewalk/ landscape area treatments required. See Figure 3-21.
Side setback: 10' minimum
Rear setback: 4-8' or 20'+

Building Mass

Maximum height: 110'.
Maximum lot coverage: 75% (excluding overhangs)

Front or Side Entry Porch

Front setback: 6' minimum
Side setback: 5' at corner
Depth: 7' min (5' minimum for wrap-around portion at corners)
Size: at least 1/3 the width of the front of the building

Percentages of buildings required to have front or side entry porches: 100%
Note: Individual entry porches are required for 50% of ground-floor units

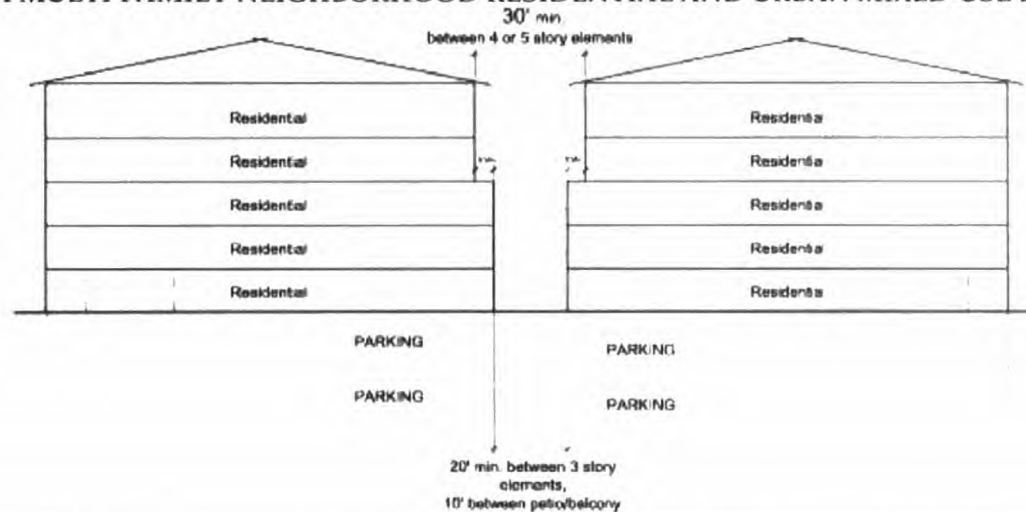
Garage

Side setback: 10' minimum
Rear setback: 4-8' or 20'+
Permitted orientation: alley
Spaces required (aggregate for building including tandem parking): 1.25 space per studio or 1BR unit, 1.75 spaces per 2BR unit, 2 spaces per 3+BR unit. Senior housing: 1 covered or enclosed space per unit.

Common Outdoor Space

100 sq. ft. per unit including footprint of any recreational building

PODIUM MULTI-FAMILY-NEIGHBORHOOD RESIDENTIAL AND URBAN MIXED-USE DISTRICTS



Lot Characteristics

Varies

Principal Building

Front setback: 10' minimum
 Side setback: 10' minimum
 Rear setback: 10' minimum
 Building Separation: both buildings require 5' min. offsets
 3 story elements: 20' minimum
 4-5 story elements: 30' minimum

Porch/Balcony

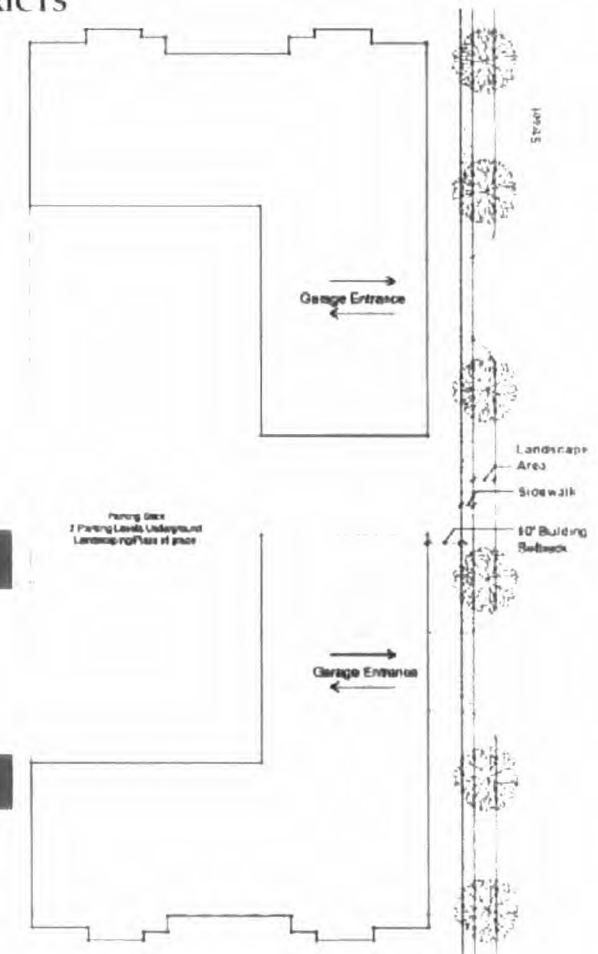
Front setback: 6' minimum
 Side setback: 5' at corner; 10' minimum between elements
 Depth: 7' min (5' minimum for wrap-around portion at corners)
 Size: at least 1/4 the width of the front of the building
 Percentages of buildings required to have front or side entry porches: 100%
 Note: Individual entry porches are required for all ground-floor units

Common Outdoor Space

100 sq. ft. per unit including footprint of any recreational building.

Parking Structure

Front setback: 10' minimum above grade, 0' minimum below-grade
 Side setback: 10' minimum above grade, 5' minimum below-grade
 Rear setback: 10' minimum above grade, 5' minimum below-grade
 Permitted orientation: alley, side or front entry to parking structure permitted (max. one curb cut per block face).
 Spaces required: 1.25 space per studio or 1BR unit, 1.75 spaces per 2BR unit, 2 spaces per 3+BR unit. Senior housing: 1 covered or enclosed space per unit.
 Note: Parking structure must be visually screened from view from public streets and parks, either fully below grade or concealed from view by habitable space at perimeter or shielded by landscaping

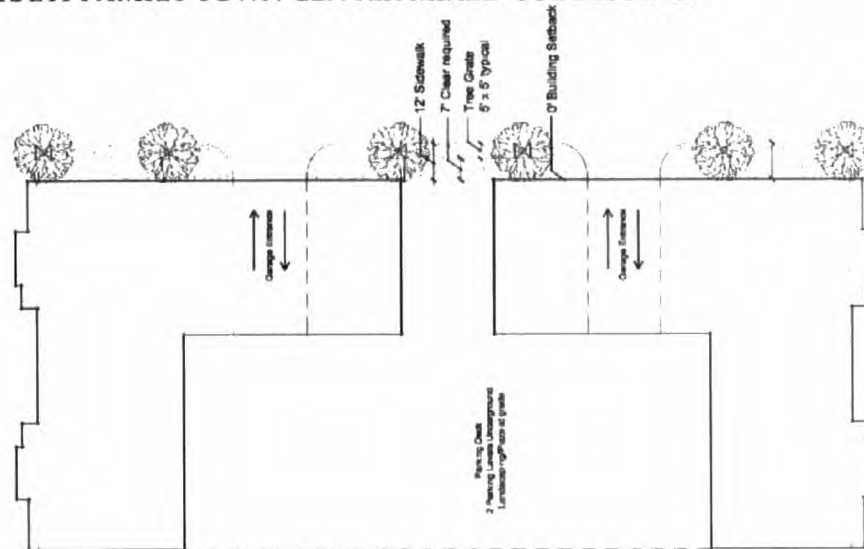


Building Mass

Maximum height on top of podium garage: 4 stories or 5 stories when adjacent to or directly accessible from a Village Street.

Maximum lot coverage: 75% (excluding overhangs)

PODIUM MULTI-FAMILY TOWN CENTER MIXED-USE DISTRICT



Lot Characteristics

Varies

Porch/Balcony

Front setback: 6' minimum
 Side setback: 5' at corner; 10' minimum between elements
 Depth: 7' min (5' minimum for wrap-around portion at corners)
 Size: at least 1/4 the width of the front of the building
 Percentages of buildings required to have front or side entry porches: 100%
 Note: Individual entry porches are required for all ground-floor units

Common Outdoor Space

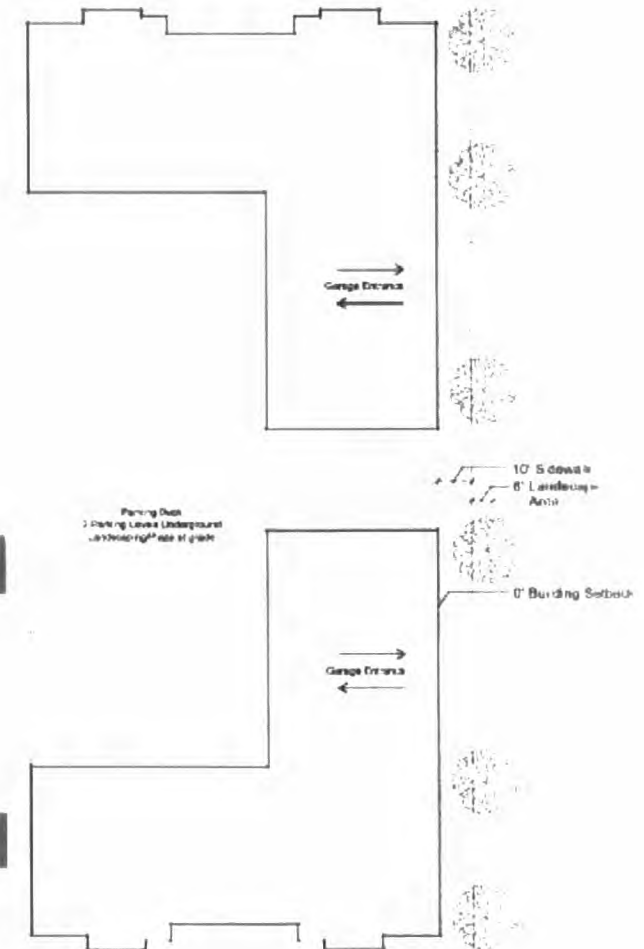
100 sq. ft. per unit including footprint of any recreational building.

Principal Building

Front setback: 0' minimum. Special Town Center Mixed-Use District sidewalk/landscape area treatments required. See Figure 3-21 and exhibits on this page.
 Side setback: 10' minimum
 Rear setback: 10' minimum
 Building Separation: both buildings require 5' min. offsets
 3 story elements: 20' minimum
 4-5 story elements and higher: 30' minimum

Parking Structure

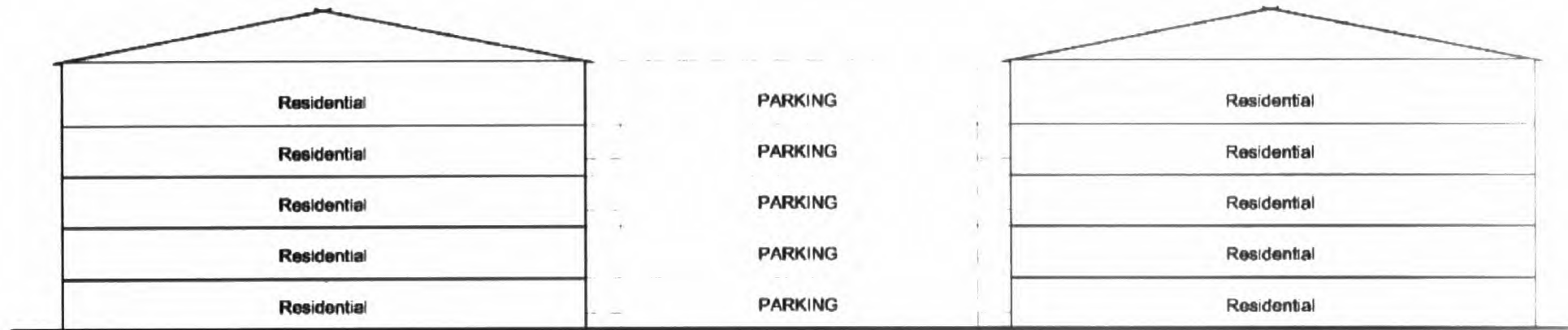
Front setback: 0' min. above or below grade
 Side setback: 0' min. above grade, 5' min. below grade
 Rear setback: 10' minimum above grade, 5' minimum below grade
 Permitted orientation: alley, side or front entry to parking structure permitted (max. one curb cut per block face)
 Spaces required: 1.25 space per studio or 1BR unit, 1.75 spaces per 2BR unit, 2 spaces per 3+BR unit. Senior housing: 1 covered or enclosed space per unit.
 Note: Parking structure must be visually screened from view from public streets and parks, either fully below grade or concealed from view by habitable space at perimeter or shielded by landscaping



Building Mass

Maximum height: 110'
 Maximum lot coverage: 75% (excluding overhangs)

EMBEDDED-GARAGE MULTI-FAMILY- NEIGHBORHOOD RESIDENTIAL AND URBAN MIXED-USE DISTRICT



Lot Characteristics

Varies

Principal Building

Front setback: 10' minimum
Side setback: 10' minimum
Rear setback: 20' minimum

Building Mass

Maximum height: 4 stories or 5 stories if adjacent to or directly accessible from a Village Street
Maximum lot coverage: 75% (excluding overhangs) (not including parking structure)

Front or Side Entry Porch

Front setback: 6' minimum
Side setback: 5' at corner
Depth: 7' min (5' minimum for wrap-around portion at corners)
Size: at least 1/4 the width of the front of the building

Percentages of buildings required to have front or side entry porches: 100%
Note: Individual entry porches are required for all ground-floor units

Common Outdoor Space

Parking Structure

Front setback: 30' minimum
Side setback: 30' minimum
Rear setback: 40' minimum
Permitted orientation: alley, side or front entry to parking structure permitted (max. one curb cut per block face)
Spaces required: 1.25 space per studio or 1BR unit, 1.75 spaces per 2BR unit, 2 spaces per 3+BR unit. Senior housing: 1 covered or enclosed space per unit.
Note: Parking structure must be visually screened from view by habitable space at perimeter, except at interior courtyards

EMBEDDED-GARAGE MULTI-FAMILY TOWN CENTER MIXED-USE DISTRICT

Lot Characteristics

Varies

Front or Side Entry Porch

Front setback: 6' minimum

Side setback: 5' at corner

Depth: 7' min (5' minimum for wrap-around portion at corners)

Size: at least 1/4 the width of the front of the building

Percentages of buildings required to have front or side entry porches: 100%

Note: Individual entry porches are required for all ground-floor units

Principal Building

Front setback: 0' minimum. Special Town Center Mixed-Use District sidewalk/landscape area treatments required. See Figure 3-21 and exhibits on this page.

Side setback: 10' minimum

Rear setback: 20' minimum

Building Separation: buildings require 5' min. wall plane offsets

3 story elements: 20' minimum

4-5 story elements and higher: 30' minimum

Parking Structure

Front setback: 30' minimum

Side setback: 30' minimum

Rear setback: 40' minimum

Permitted orientation: alley, side or front entry to parking structure permitted (max. one curb cut per block face).

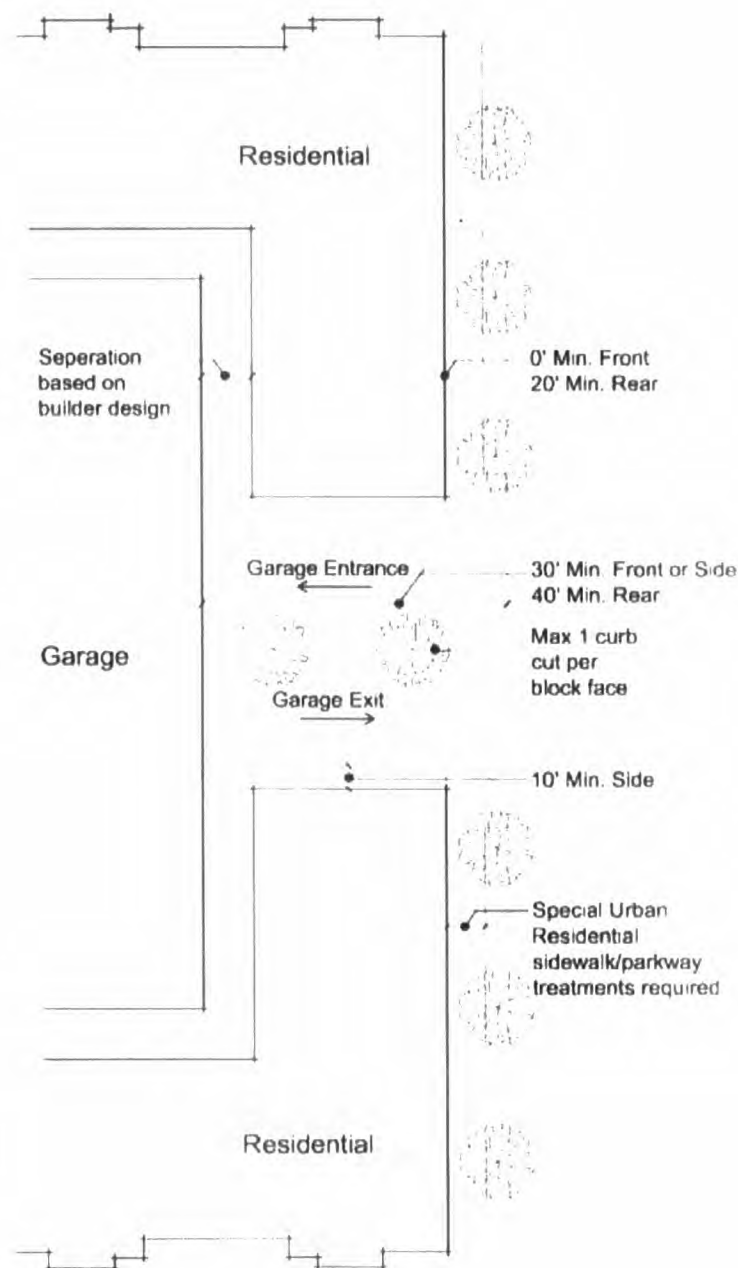
Spaces required: 1.25 space per studio or 1BR unit, 1.75 spaces per 2BR unit, 2 spaces per 3+BR unit. Senior housing: 1 covered or enclosed space per unit.

Note: Parking structure must be visually screened from view by habitable space at perimeter, except at interior courtyards

Building Mass

Maximum height: 110'

Maximum lot coverage: 75% (excluding overhangs) (not including parking structure)



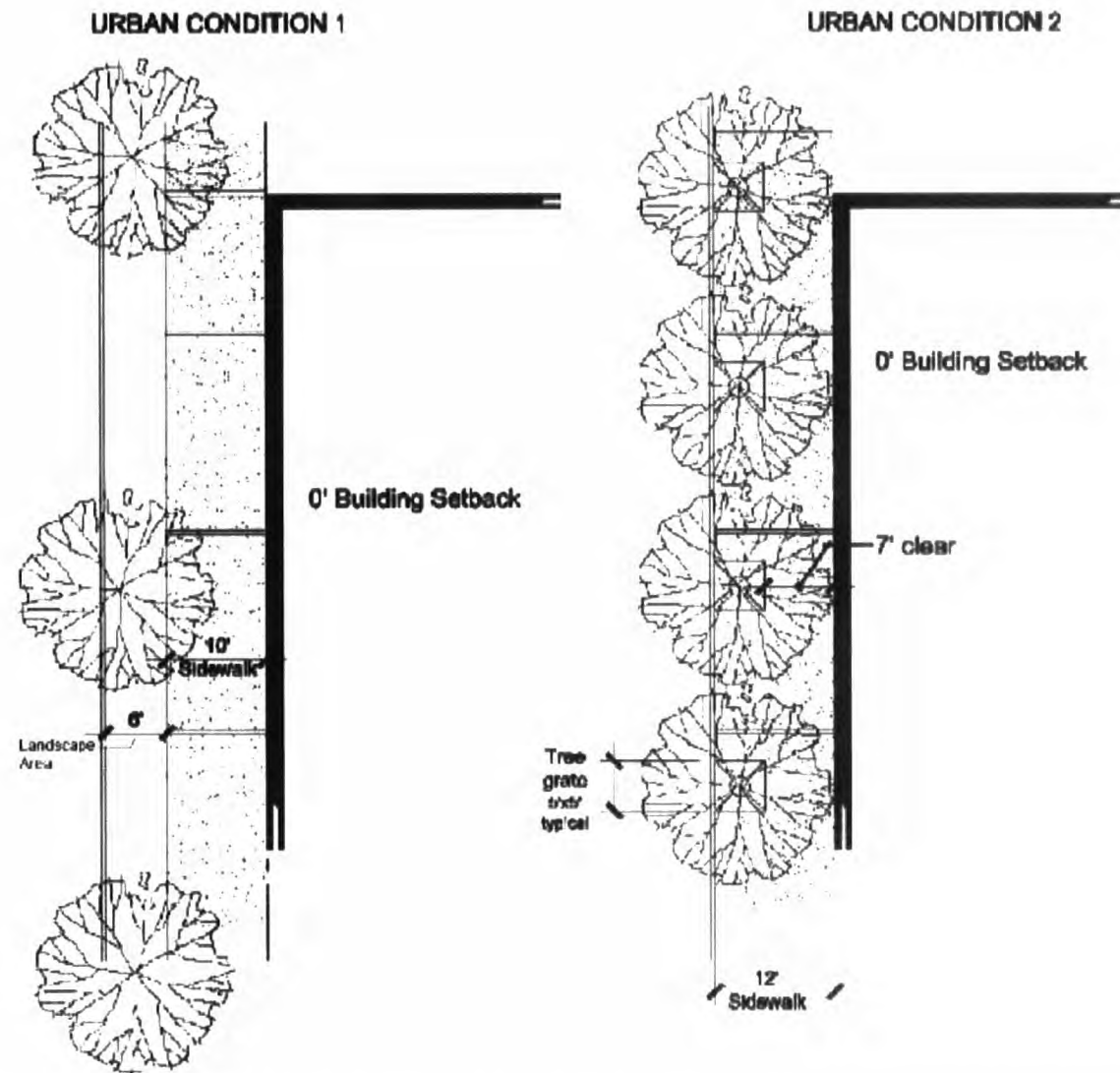


Figure 3-21 SPECIAL SETBACKS FOR MULTI-FAMILY BUILDINGS IN TOWN CENTER MIXED USE DISTRICTS Tree separation and buildings are conceptual and do not necessarily accurately depict actual development. All dimensions and notes are requirements.

SECTION 4 ARCHITECTURAL GUIDELINES

4.1 OVERVIEW AND GOALS

The Architectural Guidelines for the residential areas of Kyle Canyon are intended to facilitate the creation of diverse and varied walkable streetscapes. Key elements that will be incorporated into the design of residences include architectural details that provide visual interest to the street scene, de-emphasis of garages, and authenticity of architectural details.

A variety of architectural styles and elements focusing on human scale details will enhance the pedestrian friendly character of the neighborhoods within Kyle Canyon. Such elements may include the use of front porches, courtyards and miradors, enhanced entries, a mix of materials and textures, and authentic detailing on features such as columns, balconies, windows, doors, shutters, flower boxes, and lighting. Furthermore, a variety of garage designs will be integrated into the massing, design and styling of each home to present an enhanced street frontage. Together, such design features enliven the street scene and promote the friendly interaction of neighbors.

The architectural styles permitted within the community are Craftsman, Prairie Ranch, American Traditional, Spanish Colonial, Country European, Andalusian, Tuscan, Mediterranean, Southern Italian, Brownstone, and Contemporary. The architectural styles may be applied to single family detached, attached and multi-family products.

An architectural checklist and image board of each style is presented in this section. The checklists contain primary identifying characteristics of each style and the requirements of each style. The image boards provide visual examples of each style and their primary identifying characteristics.

Section 4.2 contains the general architectural requirements for all Single Family Homes, attached and detached, regardless of the architectural style selected.

Section 4.3 contains the general architectural requirements for all multi-family buildings within the community regardless of the architectural style selected.

4.2 SINGLE FAMILY ARCHITECTURAL STANDARDS

Well-planned, Neighborhood Residential Parcels contain consistent streetscape elements coupled with a diversity of architecture. While the whole composition is unified, individual homes present considerable variation in style, massing, detail, and color. Streetscape diversity can be achieved through varying setbacks, articulated building massing, variable lot widths, de-emphasized garages, and enhanced elevations and/or single story elements on corner lots. The following standards are designed to create diversity while respecting the needs of today's building process. Figure 4-3 summarizes the residential diversity requirements for the community.

4.2.1 PRODUCT MIX STANDARDS

- In each of the Neighborhood Residential Parcels, each builder will produce a minimum of two of the following Single Family Residential Building Types (No single Residential Building Type, except Alley Loaded, may exceed 60 percent of the dwelling units in a Development Parcel):
 - Estate Lot – Alley Loaded
 - Estate Lot – Front Drive or Side Drive
 - Standard Lot – Alley Loaded
 - Standard Lot – Front Drive or Side Drive
 - Compact Lot – Alley Loaded
 - Compact Lot – Front Drive or Side Drive
 - Green Court
 - Paseo Court
 - Cluster
 - Townhome – Neighborhood Residential

- Mansion Home – Neighborhood Residential

An exception to this rule is that a Development Parcel may contain just one Single Family Residential Building Type if there are 150 or fewer detached dwelling units or 200 or fewer attached dwelling units in the Development Parcel.

4.2.2 PLAN VARIATION

Each builder will produce a minimum of three plans for each single family detached Residential Building Type they build. Different plans are defined as those with significant variation in floor plan, garage access (i.e., Front-Drive, Side-Drive, Side Drive Detached or Alley-Loaded), or massing.

- Each plan must have a minimum of three exterior architectural treatments, defined as variation in primary siding material, roof material, window design, architectural style, or porch/courtyard treatment.
- No more than two dwelling units with the same floor plan shall be plotted adjacent to one another along the same street to avoid a repetitious street scene.

4.2.3 Architectural Variety

In addition to the product mix requirements, the design and placement of homes on lots shall be designed to avoid a monotonous street presence. Variation may be achieved in any of the following ways:

- Single Story Elements. Single story homes, when part of the builder's product program, may be plotted between two two-story elevations to create a diversity of building height and massing.
- Porches and Patios. On two-story dwellings, single story elements such as porches or patios may be used to provide articulation and visual interest to the street elevation.
- Variation Of Roof Planes. A variety of roof forms may be employed, including gable, cross-gable, hip, and shed elements.

- Variation of Primary Materials. Within a Development Parcel a variety of primary facade finishes and roofing materials may be used. If stucco is the only primary facade finish for a Residential Product Type, the stucco must be of two discernibly different textures and trim elements shall be smoother than the primary facade.
- Rear and Side Enhancements. As required by Section 4.3.1, the rear or side elevations Adjacent to and Visible from a Public Place shall be sufficiently articulated to provide visual interest, including:
 - Principal Window Treatments
 - Offset wall planes (Minimum offset: 2')
 - Roof Plane Breaks
 - Color Blocking
 - Introduction of accent building materials and colors
 - Introduction of accent elements such as clay vents, out lookers, and decorative grille work consistent with the front elevation

4.2.4 Corner Treatments

The relationship of buildings to one another and the street is especially important at corners. Homes plotted on corner lots shall feature enhancements that provide a similar level of detail to corner side elevations as the front elevation.

All corner lot side elevations must have:

- At least one principal window, and
- Window trim similar to front elevations.

In addition, corner lot side elevations must have at least one of the following elements:

- Wrap-around porches or courtyards
- Open side yard landscape treatments

- Roof plane breaks
- Accent colors, materials and detailing

4.2.5 MINIMUM NUMBER OF ARCHITECTURAL TREATMENTS

Each plan must have at least three architectural treatments, defined as variation in primary siding material, roof material, window design, trim details, architectural style, and/or porch treatment.

Two primary siding material treatments must be selected from the following five primary exterior wall options:

1. Light Lace or smoother Stucco
2. Dash or smoother Stucco
3. Cementitious Shingles
4. Cementitious Siding
5. Board & Battan (Hardi-Plank)
6. Masonry

Within each treatment, variation in roofing material or profile and color is required. Porches, courtyards, balconies, or other focal architectural elements are required on each Residential Building Type in varying proportions as described in Section 4.3.

4.2.6 COLOR VARIATION

The following color variation standards apply to all residential construction in Kyle Canyon. See Section 7, Color, for additional color standards and approved color palettes.

A. NUMBER OF COLOR PACKAGES

A unique color package shall be developed for each Residential Building Type within a Development Parcel.

B. NUMBER OF COLOR SCHEMES WITHIN A COLOR PACKAGE

Each color package for single family neighborhoods shall have a minimum of six (6) color schemes. Not more than 35% of the homes in any Development Parcel shall use the same color scheme.

Each color package for Urban Residential Parcels shall have a minimum of three color schemes. Not more than 40% of the buildings in any Development Parcel shall use the same color scheme.

C. ROOF COLORS

Single family neighborhoods shall have at least four different roof colors. The same roof color in a different profile shall count for two colors.

D. BUILDING COLORS

Each color scheme shall contain a minimum of four different colors, not including the roof color. Masonry may be substituted for one of the required colors on those styles that allow it.

E. COLOR SELECTION CRITERIA

All single family neighborhoods shall conform to the following criteria:

- All primary field colors shall be discernibly different from each other
- No more than one third of the selected schemes may use the same fascia color.
- No more than one third of the selected schemes may use the same trim color.
- Each scheme shall have a different accent color.
- Fascia and trim colors may be the same within a scheme.

All Urban Residential Parcels shall conform to the following criteria:

- All primary and secondary field colors shall be discernibly different from all other field colors.
- The same fascia color may be used throughout.
- The same trim color may be used throughout.
- Fascia and trim colors may be the same within a scheme.

F. COLOR PLOTTING CRITERIA

The two houses on either side of a specific lot and the lot across from it must all use different color schemes than that specific lot. This requirement applies to all detached neighborhoods. Adjacent multi-family buildings may not employ the same color scheme.

G. MASONRY

Masonry is required on at least one of the elevations for each plan and at least 20% of the front face of the plan excluding doors and windows will contain a masonry element.

4.3 SINGLE FAMILY DETACHED ARCHITECTURAL CRITERIA

4.3.1 ARCHITECTURAL ELEMENTS

The architecture of a house consists of three basic elements regardless of its architectural style. These architectural elements are Building Facades, Roofs, and Detail Elements. Together, when these elements are designed appropriately, a cohesive yet diverse residential neighborhood environment will be realized, consistent with the goals and objectives of the Kyle Canyon master plan.

BUILDING FORM

Variety in building forms provides diversity and visual interest to the neighborhood street scene. The following shall be incorporated into the design of residential structures:

- Articulation of wall planes
- Projections and recesses to provide shadow and depth
- Simple bold forms
- Combinations of one, two and three story elements on a single building as appropriate to the architectural style of the home.

Building wall planes, particularly on the front elevation, shall be staggered to create interest along the street scene, to provide a desirable human scale, and to avoid visual monotony.

Residential design shall provide articulation and detail to the rear and side of the dwelling when Adjacent to and Visible from a Public Place.

The use of outdoor living space along the front elevation is required as described in the Residential Building Types Requirements in Section 4.3 to provide visual interest to the street scene.

Uninterrupted 3 story wall planes on front or rear elevations, greater than 1/3 the elevation, are not permitted. Vertical and horizontal wall plane breaks must be offset a minimum of 2'.

BUILDING MATERIALS AND COLORS

The design of residences shall use building materials that are consistent with the architectural styles as identified on the architectural checklist for each style. All surface treatments or materials shall be designed to appear as an integral part of the design, and not merely applied. All materials shall wrap columns and the exterior faces of porches or balconies in their entirety.

Changes in wall material should clarify, not clutter, the design. One or two siding materials per residence are preferred and no more than three materials may be used per building without Master Developer approval.

Wall material changes should occur only in the following places:

- Between the body of a building and its gable ends.
- At horizontal and vertical inside corners between component parts of a building such as additions, garages, chimneys, bays or porches. Mark horizontal wall material changes with a significant change in wall plane or a pronounced trim detail such as a water table or string course.
- At functional details such as sills, headers, posts, etc.

- Material breaks at garage corners shall have a return dimension equal to or greater than the width of the material on the front elevation.
- Material breaks should occur at inside corners, where feasible. In cases where materials wrap an outside corner, it should extend to a logical termination point related to rooflines or building massing when they are available, otherwise returns shall be 3 feet minimum.
- Between the base and the top of a building along a sill line, floor line, porch rail line or plate line.

STUCCO

Traditionally, stucco was a finish coat applied over masonry walls: stone, brick, adobe and later block. Although it is now commonly used over wood frame construction, it still has masonry at its roots and looks best when applied in a simple manner over large planar wall surfaces.

Recessed windows and broad overhangs emphasize the play of light and shadow, one of stucco's most beautiful qualities. Delicate details such as wrought iron railings, exposed rafter tails, inset panels of contrasting color and finish such as ceramic tile, and trellises also cast beautiful shadows.

Stucco finished window trim and bands, when used, shall be light dash finish or smoother.

MASONRY

Masonry elements, when used, must be integral to the building's architecture and not have the appearance of wallpaper. Plans using masonry should be designed with modular dimensions.

Take advantage of the myriad decorative patterns possible using Masonry. Combinations of soldiers, headers, stringers, etc. form delightful patterns which create cornices, wall caps, water tables, and other details with little additional effort beyond the imagination of the designer and/or mason. When employing

decorative patterns within a Masonry wall, always do so in a logical manner consistent with the material and function.

SIDING

Highlighting architectural style through the use of siding elements is effective and encouraged, as consistent with the architectural style of the residence. The most common form of siding is a cement-based product that resembles various traditional siding patterns.

Siding should terminate at inside corners or otherwise be properly trimmed at corners. Avoid very small sections of siding between openings, at columns and at corners.

ROOF FORM AND SLOPE

Roof treatments shall be consistent with the architectural style of the dwelling.

Variety of roof design and treatment is encouraged to provide visual interest to the neighborhood roofscape throughout Kyle Canyon, including the use of gable, cross-gable, hip, flat roof with parapet, or a combination of these roof forms.

Likewise, variety in roof lines is required to avoid a common roof line along neighborhood streets. Rooflines of adjoining residences are required to vary ridge heights, roof forms, or direction of gables.

Repetitious gable ends framed side to side on rear elevations are not permitted along perimeter edges of residential neighborhoods. No more than three adjacent residences may have primary gable end roof forms Adjacent to and Visible from a Public Place.

Minimum overhangs shall be as identified on the architectural checklist for each style.

Roof slopes shall be consistent with the architectural style of the residence as indicated on the architectural checklist for each style.

Broken roof pitches extending over porches, patios or other similar features are encouraged where appropriate to the architectural style.

ROOF MATERIALS

A variety of roof materials are allowed throughout the neighborhoods of Kyle Canyon in order to avoid a monotonous roofscape appearance.

Roof materials shall be compatible with the architectural style of the residence as indicated on the architectural checklist for each style.

Roof materials shall have a matte finish to minimize glare.

Fascias may be either stucco, wood, or tile. If wood is used, it shall be stained or painted.

Skylights are permitted, but shall be designed as an integral part of the roof. "Bubble" skylights (except solar tubes) are not permitted. Skylight framing material shall be bronze anodized or colored to match the adjacent roof. Solar tubes or tubular skylights are preferred.

- **Permitted Materials**

- Clay or Concrete Barrel Tiles
- Clay or Concrete Flat Tiles
- Clay or Concrete Shakes
- Metal Tiles
- Metal Shakes
- Metal Shingles/Slate
- Metal Panel
- Slate
- Low profile S-tiles on single family lots
- Photo-Voltaic roof tiles, when used, are subject to the design criteria below

If all homes on a block face use the same roof material, not more than 70% may use one profile.

- **Prohibited Materials**

- Wood Shake
- Fiberglass Shingles
- Rolled roofing material, except on flat patio covers or in places not Adjacent to and Visible from a Public Place.

Solar panels, if offered, are to be integrated into the roof design, flush with the roof slope. Frames must be colored to complement the roof. Mill finish aluminum frames are prohibited. Solar equipment shall be enclosed and screened from view.

Photo-voltaic roof tiles, when used, shall conform to the following criteria.

- Located on rear or side roof planes only. Photo-voltaic tiles are not permitted on front roof planes or any other roof plane that is Adjacent to and Visible from a Public Place.
- Photo-voltaic roof tiles shall be used in conjunction with flat roof tiles only. The use of barrel shaped tiles in conjunction with photo-voltaic roof tiles is prohibited.
- The color of the roof tiles shall not unduly contrast with the photo-voltaic roof tiles.
- Installation of photo-voltaic roof tiles shall result in an overall shape that is square or rectangular.
- An uneven edge where the photo-voltaic roof tiles meet the primary roofing material is not permitted.

4.3.2 ARCHITECTURAL FEATURES AND ACCENTS

ENTRIES

The entry of a residential dwelling shall be articulated through the appropriate use of roof elements, columns, porticos, recesses or projections, window or other architectural features.

COURTYARDS

Courtyards provide a transition from the public space of the street to the entrance of the dwelling. Courtyard walls, when provided, shall be finished to match the house and may be embellished with stone, ceramic tiles, steps, recesses, cut-outs, or wrought iron accents appropriate to the architectural style of the residence.

PORCHES

Porches and balconies, when provided, shall be designed as an integral component of the building's architecture.

Porches may have railings or screen walls and be fully covered in one of the following ways:

- Roof element and tile matching the residence
- Trellis structure
- Second floor mirador or overhang

Second story balconies are encouraged to provide further visual interest to the street scene, and to increase the perceived front setback of the second story.

COLUMNS AND ARCHWAYS

The use of columns and archways adds articulation to the character of the residence and is encouraged where appropriate to the architectural style. Columns and archways shall be scaled appropriately to provide a sense of strength and support that is compatible with the architectural style of the dwelling.

TRELLIS AND ARBORS

Trellises and arbors, when used, must be designed to maintain their appearance considering the climatic conditions of the valley.

PATIO COVERS AND BALCONIES

The use of rear patio covers and second story balconies provide an excellent opportunity for the articulation of rear facades, particularly along visible perimeter conditions and is encouraged. Such elements are required on a minimum of 25% of the dwellings that are Adjacent to and Visible from a Public Place.

Such patio covers and balconies shall be designed as an integral component of the architecture.

ROOFTOP DECKS

Rooftop decks are permitted in any residential category, subject to the following requirements:

- All components of the rooftop deck shall be designed consistent with the architectural style of the residence.
- Rooftop decks, including parapet walls, rails, stair or elevator towers, trellis or other overhead elements shall not exceed the permitted maximum height of the building.
- Stair or elevator towers that provide access to the rooftop deck shall be designed as an integral component of the architectural composition of the elevation.
- Parapets may be solid wall to match the architecture of the residence or open rail in a design that is compatible with the architecture of the residence.
- Rooftop decks enclosed by solid parapet walls must use scuppers and/or internal drains for drainage.
- Exposed parapet walls on front elevations (and visible rear elevations, if any) are permitted on Spanish Colonial, Mediterranean, Andalusian, Italian, Brownstone and Contemporary architectural styles only.
- An exposed parapet wall on front elevations (and visible rear elevations, if any) is not permitted on Craftsman, Prairie, American Traditional, Country European, and Tuscan architectural styles. These styles must feature a sloped roof to disguise the parapet element.
- Exposed parapet walls to enclose the rooftop decks are not allowed on corner side elevations regardless of architectural style. When rooftop

decks are plotted on corner lots, a sloped roof must be used to disguise the parapet element.

- Side facing parapets are permitted for the full length of the rooftop deck on interior side lot lines, regardless of architectural style.
- Roof-mounted mechanical equipment such as air conditioners, heaters, and other such devices are not permitted. Such devices shall be ground mounted and located behind side yard privacy return walls or screened by walls at least 1' higher than the unit(s).

WINDOW OPENINGS

At least one principal window is required on front elevations. Principal windows are defined as one of the following:

- A prominent window recessed a minimum of 12" or having a minimum 12" pop-out surround.
- All other windows on the front elevation and exposed side or rear elevations must be trimmed or recessed a minimum of 2" or having a minimum 6" pop-out surround.
- A bay window with a minimum 24" projection and detailing appropriate to the architectural style of the residence.
- A primary window in conjunction with a porch qualifies as a principal window and does not need to be recessed in the wall plane. Trim detail is required.
- A minimum 12" deep pot-shelf with corresponding roof element and corbels.
- An overhead trellis element projecting a minimum of 12"
- Decorative iron window grille projecting forward of the wall plane a minimum of 12" if appropriate to the architectural style

Rear and side elevations that are Adjacent to and Visible from a Public Place require the use of at least one principal window as defined above. The use of shutters is an acceptable principal window treatment on visible elevations when used in conjunction with a minimum 12" deep pot-shelf or other form of articulation.

All other windows on the front elevations and side and rear elevations Adjacent to and Visible from a Public Place shall feature trim surrounds, or headers and sills. The minimum reveal for trim elements on small decorative windows is 1 ½". All other windows require a minimum reveal on trim elements of 2"

The design of header, sill and trim elements must be consistent with the architectural style of the residence.

The style of windows shall be compatible with the architectural style of the residence with the following recommendations:

- Aluminum or vinyl extruded frame windows shall be appropriately colored to match or complement the house or trim colors.
- Glazing may be either clear or tinted. Reflective glass is not permitted.

WINDOW SHADING (ENERGY CONSERVATION CRITERIA)

For energy conservation, all southerly and westerly facing windows must be shaded in one of the following ways:

- An overhang that is at least 24" and otherwise adequate to provide shade from summer afternoon sun, as reasonably determined by the Master Developer
- An adjacent building situated in a manner adequate to provide shade from summer afternoon sun, as reasonably determined by the Master Developer
- For first story windows only, a deciduous shade tree (at least 36" box size) planted within 10' of the window and located to shade at least 50% of the window at mid-afternoon
- Awnings or trellis structures
- Low-e windows
- Solar Screens externally mounted
- Window Tinting
- External, operable shutters

DETAIL ELEMENTS

Detail Elements such as shutters, exposed rafter ends or cross beams, decorative grille work, decorative stucco or clay pipe vents, decorative ceramic tile and / or other similar features shall be used to provide visual interest to the residential architecture consistent with the architectural style.

Exposed gutters and downspouts shall be colored to match or complement the surface to which they are attached.

GARAGES

Except for Alley-Loaded Single Family Detached Residential Building Types (See Figure 3-20) builders must incorporate at least two different Garage Placement Options (See Figure 4-1) for each Single Family Detached Residential Building Type.

A. Garage Placement

Residential garages shall be positioned to de-emphasize their visual presence on the street. This will allow the active, visually interesting features of the house, to dominate the streetscape. Driveways adjacent to intersections shall be a minimum of 12' from the end of the intersection curb return. The following Garage Placement Options are permitted in Kyle Canyon (see Figure 4-1):

- Front Drive Garages. Front Drive Garages are permitted subject to a minimum recess of five feet (5') from the front wall plane of the residence to the garage door and a minimum setback of 20' from back of sidewalk to the garage door. The driveway width at the street for a double garage is eighteen feet (18'). The driveway width at the street for a single garage with tandem parking is ten feet (10').
- Side Drive Garages. Side Drive Garages are allowed with a minimum recess of twenty feet (20') from the front wall plane of the residence to the garage door depending on the Residential Building Type as described in the Residential

Building Type Guidelines in Section 3.5. The driveway width at the street is ten feet (10').

- Alley Loaded Garages. Alley Loaded Garages are permitted on all homes.
- Side Entry Garages. Side Entry garages are permitted on corner lots subject to a minimum setback of 20' from back of sidewalk to the garage door. Driveway widths are the same as for Front Drive Garages.
- Split Garages. Split Garages are permitted only on Standard and Estate Lots.
- Turn-In Garages. Turn-In Garages are permitted on all residential lots that are at least 44 feet (44') in width.

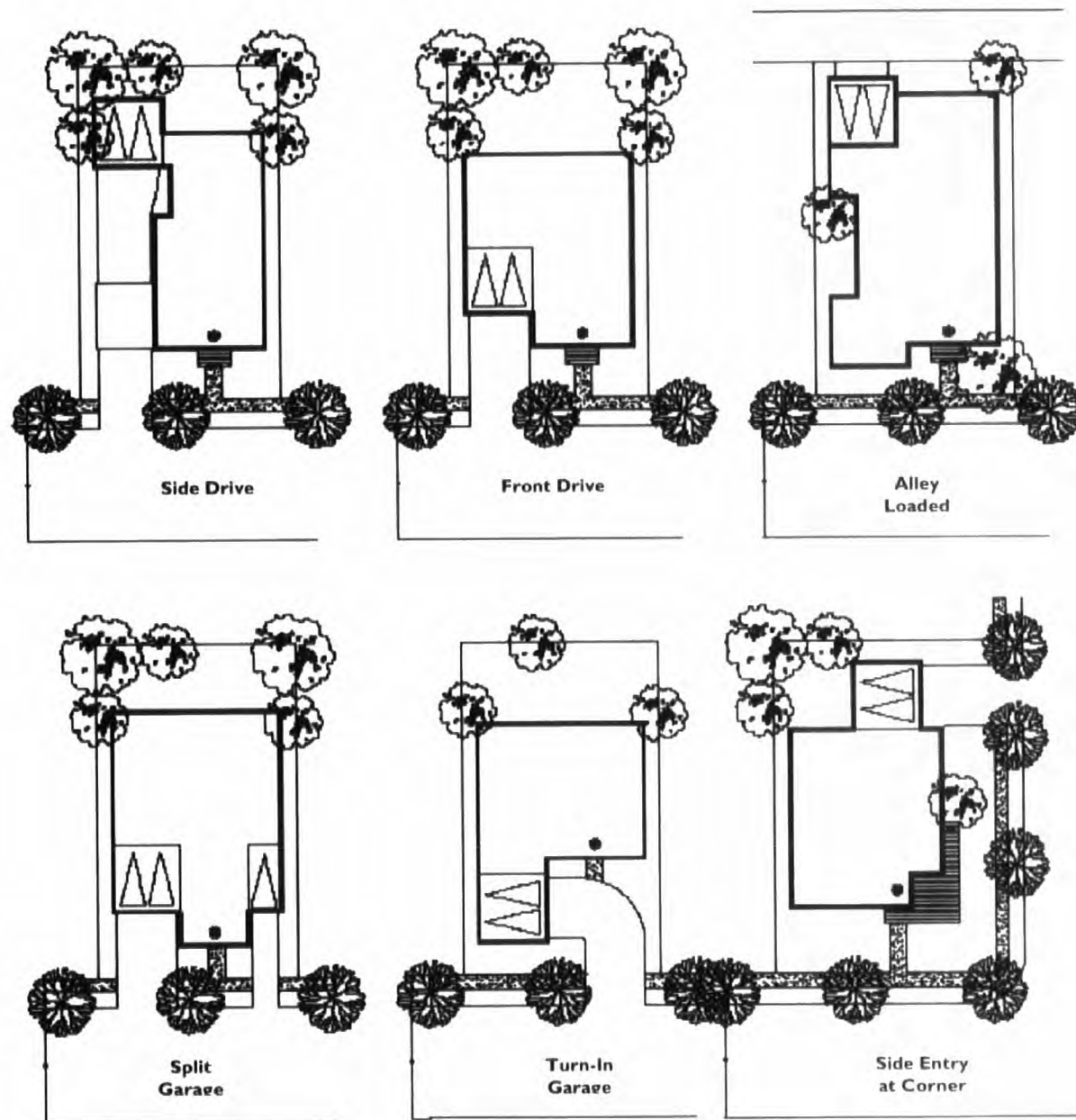


Figure 4-1 GARAGE TREATMENTS

B. Front Entry Garages.

All garages that face a Neighborhood or Village Street will be enhanced or de-emphasized in one of the following ways:

- A porch or courtyard in the front yard projecting beyond the front face of the garage doors
- Second floor living space above the garage either projecting forward or set back from the face of the garage doors
- A trellis mounted above the garage doors, extending the entire width of the doors and projecting at least 18" in front of the face of the doors
- All single garage doors (no double doors)
- Enhanced driveway materials as described below in this section
- Other similar, appropriate enhancement

No more than two front facing garage spaces are permitted on any single family lot less than 60' in width. Where three garage doors face the street, the builder must enhance the driveway with one of the following:

- pavers
- stamped concrete
- scoring patterns
- landscape strip between one and two car garage openings

Additional garages spaces, if provided, must be in a turn-in configuration, tandem, pushed back with a long driveway or motor-court. No more than three front facing garage doors are permitted on any single family detached product.

C. Variation in Set-Backs

Where garages are adjacent to one another along interior lot lines, a 3' difference in setback to garage faces is required except on Side-Drive and Alley-Loaded Garages. On Neighborhood Streets, the face of garage doors shall be offset a minimum of 12" from surrounding wall planes. On court streets or drive aisles, the face of garage doors shall be offset a minimum of 6" from surrounding wall planes.

D. Variation in Garage Doors

Varying garage door appearance by varying garage door pattern windows and/or color (as appropriate to individual architectural styles), and using

two single doors instead of a large one is encouraged. Use of sectional carriage style garage doors, or similar upgraded garage door, is encouraged.

Porch/courtyard elements extending in front of the front wall plane of the garage are encouraged.

In lieu of pop-out surrounds, a trellis element projecting a minimum of 18" forward of the garage door wall plane and extending the entire length of the garage door, may be used.

Garage doors shall be compatible with the architectural style of the residence. In order to avoid the impact of garage doors, they shall be appropriately treated with decorative relief cuts, panels, small decorative windows, etc. The use of sectional carriage style roll-up garage doors, or similar upgraded garage door is encouraged.

FRONT FACING THREE-CAR GARAGES

Front facing three-car garages are allowed in Neighborhood Residential Parcels only on lots that are a minimum of sixty feet (60') in width. In all Neighborhood Residential Parcels, 3 car garages, if used, must be designed in one of the following ways: (Please refer to Figure 4-2)

- **OFFSET SINGLE AND DOUBLE GARAGES:** one door must be a minimum of 3' behind the front façade of the residence; the second door must be a minimum of 2' behind the forward-most garage door.
- **THREE SINGLE GARAGE DOORS IN A SINGLE PLANE:** all three garage doors must be a minimum of 5' behind the front façade of the residence and be recessed at least 12" behind the front face of the garage.
- **SINGLE AND DOUBLE GARAGE DOORS IN SAME PLANE:** both doors must be recessed at least 24" behind the front face of the garage.

PARKING

Dedicated on street parking spaces shall be counted in establishing the total unit count in any Neighborhood Residential Parcel.

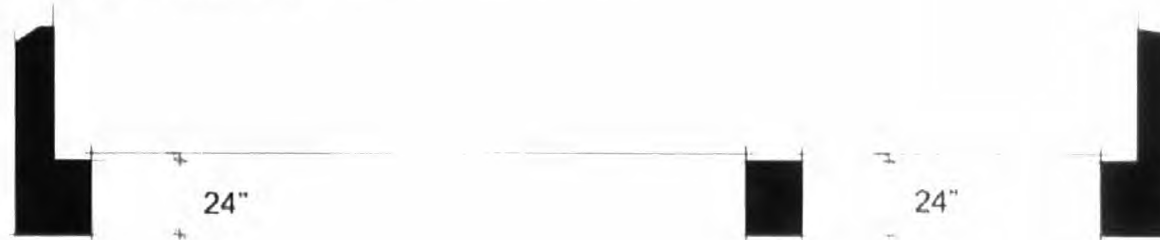
Single Garage Doors in Same Plane

Minimum recess is 12"



Single and Double Garages in Same Plane

Minimum recess is 24"



Offset Single and Double Garages

Minimum offset is 24"

Minimum recess is 12"

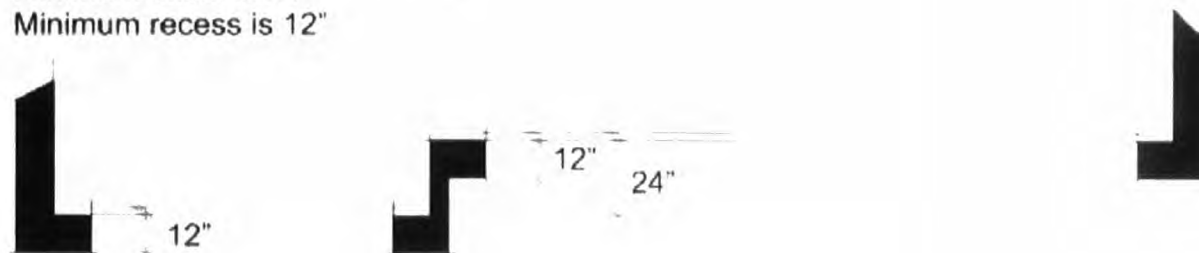


Figure 4-2 THREE CAR GARAGE OPTIONS

CHIMNEYS

Chimneys are not required but, if used shall be simple in design, so as not to distract from the building. The design of chimneys shall be compatible with the architecture of the building. The following features are appropriate:

- Tile caps, brick or tile banding
- Elaborated chimney tops for Spanish Eclectic style.
- Decorative metal caps that match trim colors.

The following features are prohibited

- Exposed flues.
- Extravagant metal fireplace caps.

EXTERIOR LIGHTING

The level of on-site lighting as well as lighting fixtures, shall comply with any and all applicable requirements of the City of Las Vegas. Energy conservation shall be emphasized when designing any lighting system.

The style of exterior lighting fixtures shall be consistent with the architectural style of the residence. Manufacturer's cut sheets shall be provided in the design review submittal package for all proposed exterior lighting fixtures.

ACCESSORY STRUCTURES

Casitas, guesthouses, detached garages, greenhouses, and other similar accessory structures shall be compatible in design, materials, and color with the main residence. Such structures must be visually related to the main residence through the use of courtyards, garden walls, or other landscape elements.

MECHANICAL EQUIPMENT

Mechanical equipment such as air conditioners, heaters, evaporative coolers, television and radio antennas, satellite dishes, and other such devices Adjacent to and Visible from a Public Place must be located or mounted below the top plate of the first floor or hidden behind a parapet on the roof. Placement plans must be submitted for review and approval of the Master Developer and are subject to all federal regulations currently in effect.

Mechanical devices such as exhaust fans, vents and pipes shall be painted to match adjacent roof surfaces.

Ground mounted air conditioning units must be located behind side yard privacy return walls or screened by walls at least 1' higher than the unit(s).

All antenna and satellite dishes Adjacent to and Visible from a Public Place or adjacent lot must be submitted for review and are subject to the Development Declaration and all federal regulations.

TRIM

The design of header, sill and trim elements must be consistent with the architectural style of the residence.

All window and door openings on the front elevations shall feature trim surrounds or headers and sills. The minimum reveal for trim elements is 2" except for small decorative windows which may have a 1 1/2" minimum reveal.

Stucco finished trim elements, when used, shall be sand finish or smoother.

FOUNDATIONS

At raised footing conditions, all foundation stem walls must be stuccoed and painted to within six inches (6") of finished grade or otherwise finished to match the façade of the residence.

FIGURE 4-3 SUMMARY OF RESIDENTIAL DIVERSITY

DIVERSITY ELEMENT	DIVERSITY MEASUREMENT	PERMITTED	REQUIRED	NOTES
Building Product Type	15 Single Family Detached 4 Single Family Attached 3 Multi-Family	Permitted Permitted Permitted		All Building Product Types Allowed in All Neighborhood Residential Parcels. All Building Product Types Except Single Family Detached Allowed in All Mixed-Use Parcels (See Figures 3-19 and 3-20).
Building Product Mix	2 (Minimum)		Required	Section 4.2.1
Architectural Styles	11	Permitted		Section 4.1
Plan Variation	3 (Minimum)		Required	Section 4.2.2
Architectural Treatments	3 (Minimum)		Required	Section 4.2.5
Garage Placement	2 (Minimum)		Required	4.3.2
Color Schemes	6 (Minimum)		Required	4.2.6 (B)
Roof Colors	4 (Minimum)		Required	4.2.6 (C)
Building Colors	4 (Minimum)		Required	4.2.6 (D)

4.4 MULTI FAMILY ARCHITECTURAL CRITERIA

The following architectural standards apply to all structures that contain Multi-Family Homes, meaning structures that are divided into more than one dwelling unit and in which one household or family lives above another or in which dwelling units do not have separate outside entrances.

4.4.1 ARCHITECTURAL ELEMENTS

BUILDING FACADES

The scale of multi-family buildings shall be broken down through the use of varied building massing and materials on a single structure.

Buildings shall incorporate significant offsets both horizontally and vertically, minimizing expansive uninterrupted wall planes.

All elevations of a multi-family building shall be treated as a "front" elevation and shall include:

- A minimum of one principal window per floor per elevation, with remaining windows featuring trim surrounds, or headers and sills consistent with the architectural style of the building.
- Recessed or covered entry doors
- Window groupings
- Sufficient articulation of building walls to provide interest

HEIGHT

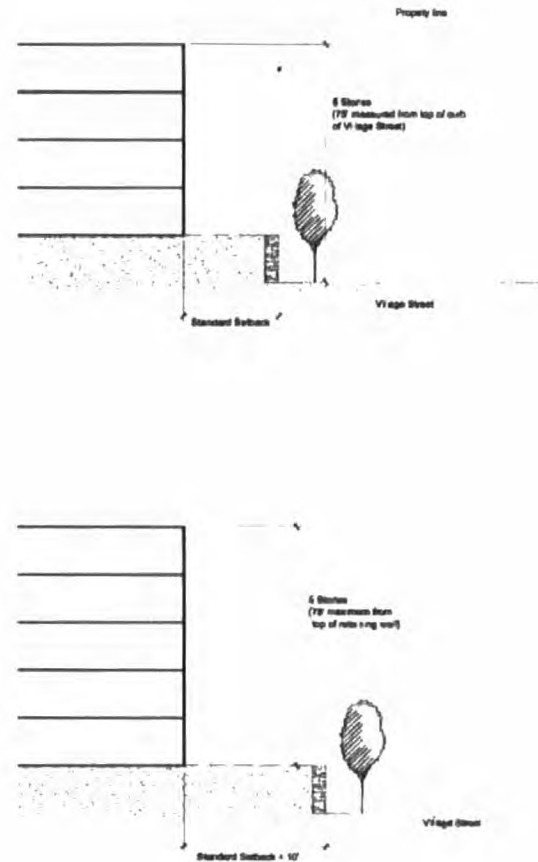
The following requirements apply to multi-family buildings on Neighborhood Residential parcels.

- Adjacent to Village Streets, multi-family buildings may be up to 5 stories. Maximum height is 75' measured from top of the adjacent curb of the Village Street. In conditions where building pads are at a higher elevation than the Village Street, the building height may be measured from the finish grade at the top of the retaining wall only if the buildings are setback an additional 10', otherwise the building

height shall be measured from top of the adjacent curb of the Village Street. (Figure 4-4).

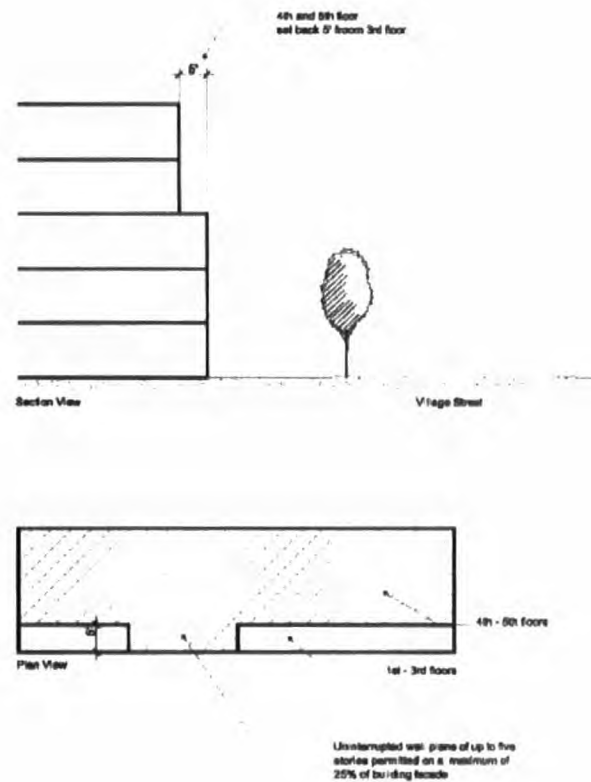
- Adjacent to Village Streets, 4th and 5th floors (when provided) shall be setback an additional 5' from the 3rd floor, except that an uninterrupted wall plane of up to 5 stories is permitted on a maximum of 25% of the building façade for elements such as tower elements or other architectural features that provide articulation to the wall plane. (Figure 4-5).
- Adjacent to Village Streets, a maximum of 75% of the building facades lining the street may be a full 5 stories. The calculation for this requirement shall be on a cumulative basis so that all of an individual building may be a full 5 stories so long as the cumulative total of all buildings combined does not exceed the 75% maximum. (Figure 4-6).
- Adjacent to a common development parcel boundary line, multi-family buildings shall be limited to 4 stories (60') in height and the fourth floor shall be setback at least 5' from the 3rd floor, except that an uninterrupted wall plane of up to 4 stories is permitted on a maximum of 25% of the building façade for elements such as tower elements or other architectural features that provide articulation to the wall plane. (Figure 4-7).
- All multi-family buildings of more than 3 stories, regardless of location, shall incorporate significant offsets both horizontally and vertically, minimizing expansive uninterrupted wall planes. No more than one third (1/3) of a primary exposure elevation may be comprised of an uninterrupted 3-story wall plane. Vertical and horizontal wall plane breaks must be offset a minimum of 2'. (Figure 4-8).
- Height reducing elements such as eroding prominent corners is encouraged. (Figure 4-9).

Figure 4-4



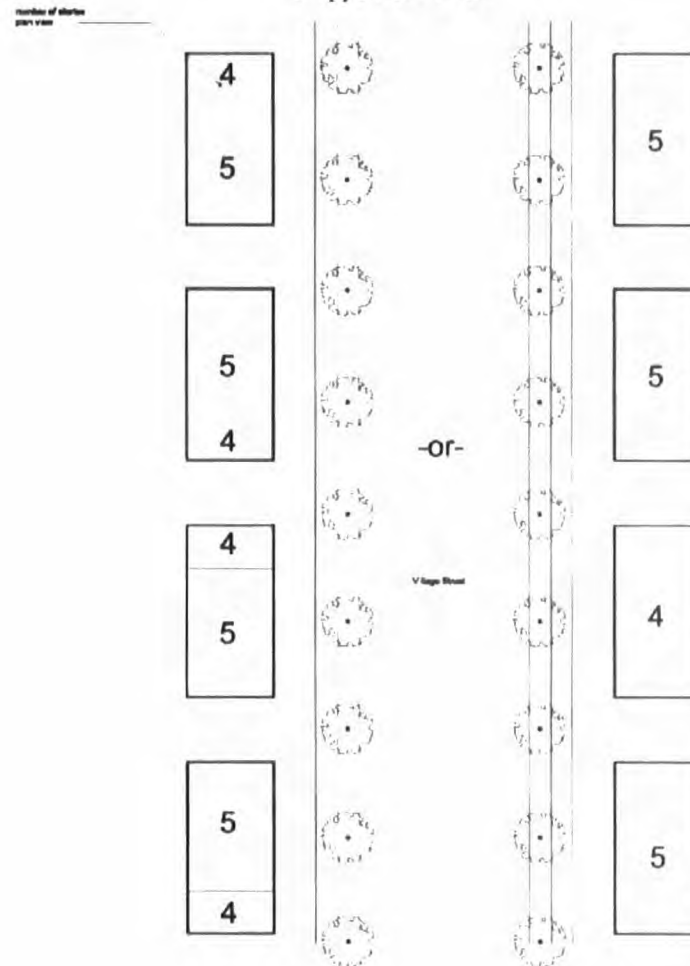
Adjacent to Village Streets, multi-family buildings, may be up to 5 stories. Maximum height is 75' measured from top of the adjacent curb of the Village Street. In conditions where building pads are at a higher elevation than the Village Street, the building height may be measured from the finish grade at the top of the retaining wall only if the buildings are setback an additional 10', otherwise the building height shall be measured from top of the adjacent curb of the Village Street.

Figure 4-5



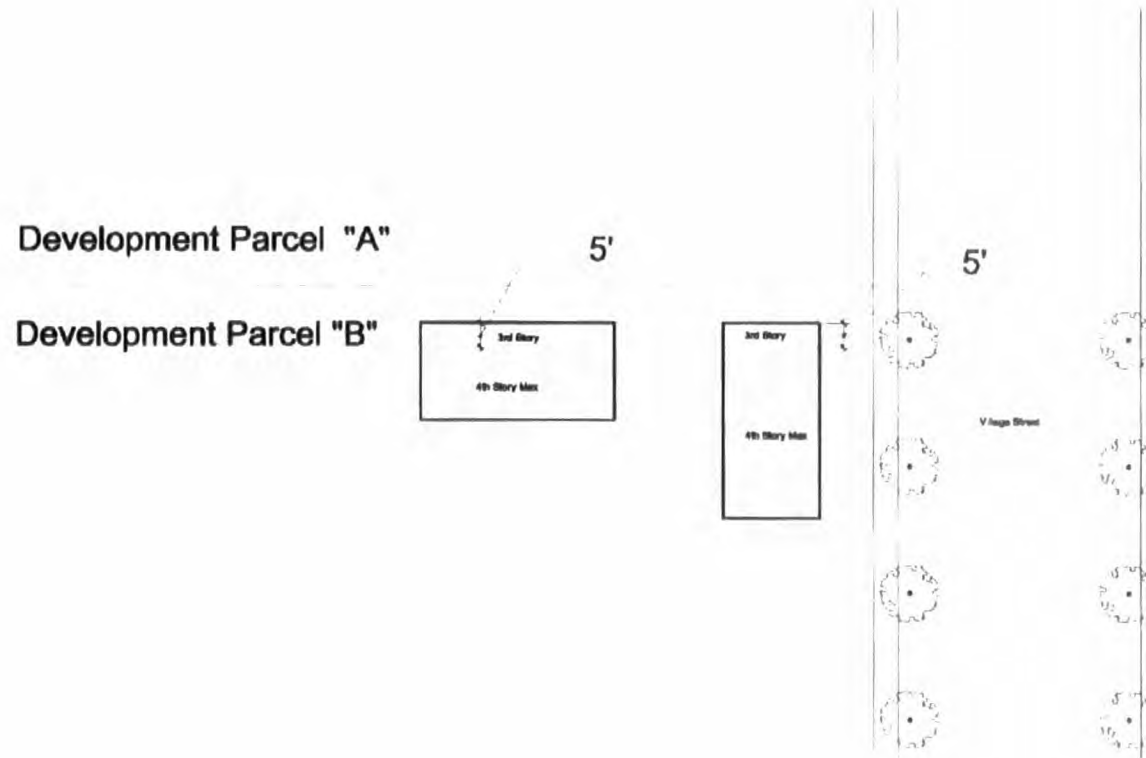
Adjacent to Village Streets, 4th and 5th floors (when provided) shall be setback an additional 5' from the 3rd floor, except that an uninterrupted wall plane of up to 5 stories is permitted on a maximum of 25% of the building façade for elements such as tower elements or other architectural features that provide articulation to the wall plane.

Figure 4-6



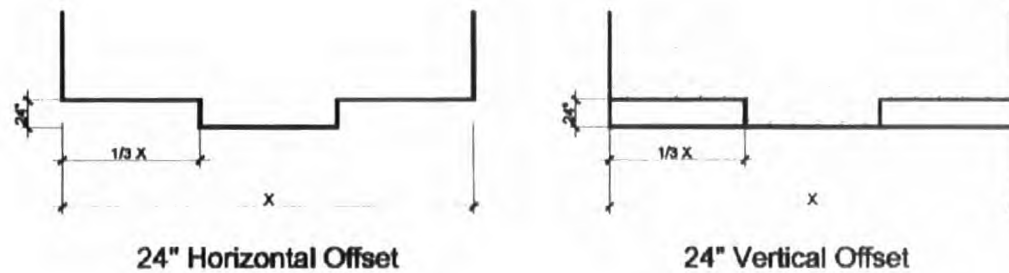
Adjacent to Village Streets, a maximum of 75% of the building facades lining the street may be a full 5 stories. The calculation for this requirement shall be on a cumulative basis so that all of an individual building may be a full 5 stories so long as the cumulative total of all buildings combined does not exceed the 75% maximum.

Figure 4-7



Adjacent to a common development parcel boundary line, multi-family buildings shall be limited to 4 stories (60') in height and the fourth floor shall be setback at least 5' from the 3rd floor, except that an uninterrupted wall plane of up to 4 stories is permitted on a maximum of 25% of the building facade for elements such as tower elements or other architectural features that provide articulation to the wall plane.

Figure 4-8



All multi-family buildings of more than 3 stories, regardless of location, shall incorporate significant offsets both horizontally and vertically, minimizing expansive uninterrupted wall planes. No more than one third (1/3) of a primary exposure elevation may be comprised of an uninterrupted 3 story wall plane. Vertical and horizontal wall plane breaks must be offset a minimum of 2'.

Figure 4-9



Height reducing elements such as eroding prominent corners is encouraged.

BUILDING MATERIALS

The design of residences shall use building materials that are consistent with the architectural styles as identified on the architectural checklist for each style. All surface treatments or materials shall be designed to appear as an integral part of the design, and not merely applied. All materials shall wrap columns, porches, or balconies in their entirety.

Changes in wall material should clarify, not clutter, the design. One or two siding materials are preferred and no more than three materials may be used per building.

Wall material changes should occur only in the following places:

- Between the body of a building and its gable ends.
- At horizontal and vertical inside corners between component parts of a building such as additions, garages, chimneys, bays or porches. Mark horizontal wall material changes with a significant change in wall plane or a pronounced trim detail such as a water table or string course.
- At functional details such as sills, headers, posts, etc.
- Between the base and the top of a building along a sill line, floor line, porch rail line or plate line.

ROOFS

Roof treatments shall be consistent with the architectural style of the building.

Variety in roof forms, ridge heights and direction of gables is required in order to avoid monotonous roof lines along master planned streets and paseos.

Minimum overhangs shall be as identified on the architectural checklist for each style.

Roof slopes shall be consistent with the architectural style of the building as indicated on the architectural checklist for each style.

Broken roof pitches extending over porches, patios or other similar features are encouraged where appropriate to the architectural style.

ROOF MATERIALS

A variety of roof materials is encouraged throughout the neighborhoods of Kyle Canyon in order to avoid a monotonous roofscape appearance.

Roof materials shall be compatible with the architectural style of the residence as indicated on the architectural checklist for each style.

Roof materials shall have a matte finish to minimize glare.

Fascias may be either stucco, wood, or tile. If wood is used, it shall be stained or painted.

Skylights are permitted, but shall be designed as an integral part of the roof. "Bubble" skylights (except solar tubes) are not permitted. Skylight framing material shall be bronze anodized or colored to match the adjacent roof. Solar tubes or tubular skylights are preferred.

• Permitted Materials

- Clay or Concrete Barrel Tiles
- Clay or Concrete Flat Tiles
- Clay or Concrete Shakes
- Metal Tiles
- Metal Shakes
- Metal Shingles/Slate
- Metal Panel
- Slate
- Photo-Voltaic roof tiles subject to the design criteria below

• Prohibited Materials

- Wood Shake
- Fiberglass Shingles
- Rolled roofing material, except on flat patio covers or in places not Adjacent to and Visible from a Public Place.

Solar panels, if offered, are to be integrated into the roof design, flush with the roof slope. Frames must be colored to complement the roof. Mill finish aluminum frames are prohibited. Solar equipment shall be enclosed and screened from view.

Photo-voltaic roof tiles, when used, shall conform to the following criteria:

- Located on rear or side roof planes only. Photo-voltaic tiles are not permitted on front roof planes or any other roof plane that is Adjacent to and Visible from a Public Place.
- Photo-voltaic roof tiles shall be used in conjunction with flat roof tiles only. The use of barrel shaped tiles in conjunction with photo-voltaic roof tiles is prohibited.
- The color of the roof tiles shall not unduly contrast with the photo-voltaic roof tiles.
- Installation of photo-voltaic roof tiles shall result in an overall shape that is square or rectangular.
- An uneven edge where the photo-voltaic roof tiles meet the primary roofing material is not permitted.

4.4.2 ARCHITECTURAL FEATURES AND ACCENTS

WINDOWS

At least one "principal window" is required per floor per elevation. Principal windows are defined as one of the following:

- A prominent window recessed a minimum of 12" or having a minimum 12" pop-out surround.

- A bay window with a minimum 24" projection and detailed appropriate to the architectural style of the building.
- A minimum 12" deep pot-shelf with roof element and corbels
- An overhead treillage element projecting a minimum of 12"
- A decorative iron window grille projecting a minimum of 12" if appropriate to the architectural style
- An enhanced window surround

All other windows and openings shall be trimmed or otherwise treated. Stucco trim elements, when used, shall be sand or smooth finish. The minimum reveal for trim elements on small decorative windows is 1 ½". All other windows require a minimum reveal on trim elements of 2".

Windows must be grouped or located near strong architectural elements and shall be proportional to the building massing of the structure.

Reflective glass is not permitted.

WINDOW SHADING (ENERGY CONSERVATION CRITERIA)

For energy conservation, all southerly and westerly facing windows must be shaded in one of the following ways:

- An overhang that is at least 24" and otherwise adequate to provide shade from summer afternoon sun, as reasonably determined by the Master Developer
- An adjacent building situated in a manner adequate to provide shade from summer afternoon sun, as reasonably determined by the Master Developer
- For first story windows only, a deciduous shade tree (at least 36" box size) planted within 10' of the window and located to shade at least 50% of the window at mid-afternoon
- Awnings or trellis structures
- Low-e windows
- Solar Screens externally mounted
- Window Tinting
- External, operable shutters

GARAGE DOORS

All garage doors shall be recessed 12" or be surrounded with 12" minimum pop-outs.

Minimum garage door widths for garages served by an alley shall be 9' for one-car and tandem parking garages and 18' for two-car garages.

Door lights, when used, shall be appropriate to the architectural style of the building.

FRONT ENTRY DOORS

Front entry doors and entryways where access is provided from the exterior shall provide a focal point to each residential unit and shall be sun protected with overhangs, recesses, porches, or trellises.

COURTYARDS

Courtyards are encouraged on multi-family buildings and, when used, shall appear as an extension of the architecture of the main building.

Courtyard walls shall be finished to match the building and may be embellished with stone, ceramic tiles, steps, recesses, cut-outs, or wrought iron accents appropriate to the architectural style of the building.

BALCONIES

Balconies, when provided, shall be designed to be in scale and proportion with the architecture of the adjoining building. Covered or trellised balconies are preferred.

ROOFTOP DECKS

Rooftop decks are permitted on multi-family buildings, subject to the following requirements:

- All components of the rooftop deck shall be designed consistent with the architectural style of the building.
- Rooftop decks, including parapet walls, rails, stair or elevator towers, trellis or other overhead elements shall not exceed the permitted maximum height of the building.

- Stair or elevator towers that provide access to the rooftop deck shall be designed as an integral component of the architectural composition of the elevation.
- Parapets may be solid wall to match the architecture of the residence or open rail in a design that is compatible with the architecture of the building.
- Rooftop decks enclosed by solid parapet walls must use scuppers and/or internal drains for drainage.
- Exposed parapet walls on front elevations (and visible rear elevations, if any) are permitted on Spanish Colonial, Mediterranean, Andalusian, Italian, Brownstone and Contemporary architectural styles only.
- An exposed parapet wall on front elevations (and visible rear elevations, if any) is not permitted on Craftsman, Prairie, American Traditional, Country European, and Tuscan architectural styles. These styles must feature a sloped roof to disguise the parapet element.
- Exposed parapet walls to enclose the rooftop decks are not allowed on corner side elevations regardless of architectural style. When rooftop decks are plotted on corner lots, a sloped roof must be used to disguise the parapet element.
- Side facing parapets are permitted for the full length of the rooftop deck on interior side lot lines, regardless of architectural style.

CHIMNEYS

Chimneys, when provided, shall be compatible in design, material, and color with the adjoining building. Chimneys caps shall be compatible with the architecture of the building.

VENTS

B' type vents for gas appliances, water heaters, and heating units shall be painted to match the roof color. Such elements shall be located to minimize visual impact to building elevations.

EXTERIOR STAIRS

Exterior stairs must be designed as an integral part of the architecture.

Stairs are included in the setback calculation.

Stair guardrail design must be consistent with the architecture of the building.

AWNINGS

Awnings, when provided, must be designed as an integral part of the architecture.

Unacceptable awning treatments include metal louvers (except for Bermuda style shutters), untreated fabric, and project names, texts, or logos.

MECHANICAL EQUIPMENT

No mechanical equipment (air conditioning/heating units, etc.) shall be mounted on, or attached to, any sloped roof. Mechanical equipment, when mounted on flat roofs, must be completely screened by parapet walls at least as tall as the equipment screened.

Ground mounted air conditioning units must be screened by walls or permanent screening materials at least 1' higher than the unit(s) and located away from pedestrian paths and project amenities.

Mechanical devices such as exhaust fans, vents, and pipes shall be painted to match adjacent roof surfaces.

METERS

Natural gas meters shall be grouped and screened behind walls or permanent screening materials. Builders shall contact Southwest Gas for minimum clearances.

Electrical meters shall be ganged and located behind doors. Builders shall contact Nevada Power Company for minimum clearances.

Screen walls and electrical enclosures shall be designed integral to the project's architecture.

SOLAR PANELS

Panels shall be mounted directly to a sloped roof plane and be integral to the roof design.

Roof mounted solar panel equipment shall be similar to the roof in color and appearance and have a reflectivity value of 20% or less.

Non-camouflaged solar panel equipment shall be located behind parapet walls of equal height to the equipment.

GUTTERS AND DOWNSPOUTS

Exposed gutters and downspouts, when used, shall be colored to either match or complement the surface to which they are attached.

4.4.3 ACCESSORY STRUCTURES

CLUBHOUSE AND RECREATION BUILDINGS

Clubhouses, recreation buildings, and other support buildings shall match the architectural style and detailing of the residential buildings.

STORAGE BUILDINGS

Storage buildings must have the same level of architectural detailing as the residential buildings within the project.

DETACHED GARAGES

Detached garages, when provided, must use a similar roof treatment and building material as the residential buildings they serve.

Six-car detached garage structures are preferred as a maximum. Detached garage structures with more than six parking spaces shall have a minimum 2' garage door offset within the length of the structure.

CARPORTS

Free-standing metal carports shall be cantilever type and must have a minimum 6" tall fascia wrapping all four sides of the roof.

Carports shall have end walls or other screening devices with architectural detailing similar to the residential buildings.

Carport length shall not exceed the width of 8 parking spaces.

Carport color, including roofs, must complement the development.

PARKING

Dedicated on street parking spaces shall be counted in establishing the ratio of guest parking spaces to total unit count in any Urban Residential Parcel.

TRASH ENCLOSURES

Trash enclosures shall be constructed of concrete masonry units finished similar to buildings in the development.

All trash enclosures shall have opaque metal gates that are designed consistent with the development.

Each trash enclosure shall have a lighted access that meets federal accessibility standards.

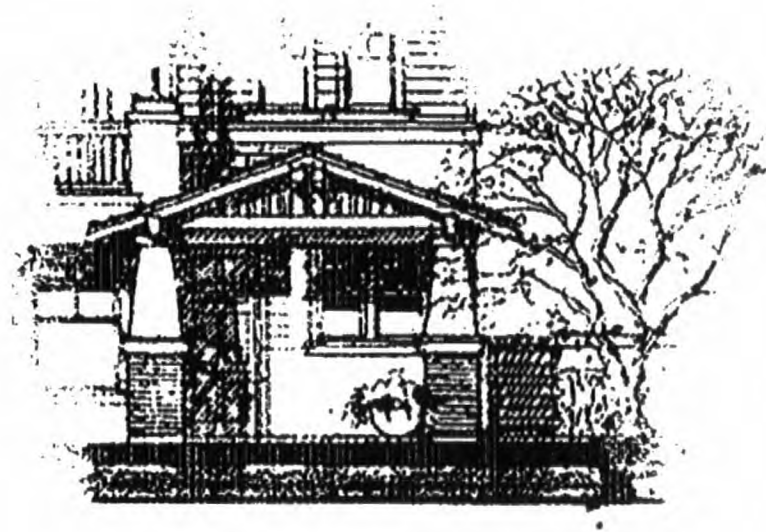
4.5 ARCHITECTURAL STYLES

The following pages describe the wide variety of architectural styles that are permitted in Kyle Canyon. The goal is to create the memorable character, identity and appeal that these neighborhoods display, not to produce exact replicas of historic buildings.

4.5.1 CRAFTSMAN

IDENTIFYING CHARACTERISTICS

- Low-pitched gable roofs, occasionally hipped
- Wide projecting eaves with exposed rafter tails, and decorative beams or braces added under the gables
- Broad windows and doors
- Walls of stucco, siding, shingles, brick, stone or other masonry



4.5.1 CRAFTSMAN

BUILDING FORM

Horizontal character through the use of one and/or two story boxed massing with vertical and horizontal offsets.

ROOFS

Roof Form: Low-pitched gabled roofs

Minimum Overhang:	<u>Rake or Eave</u>
Estate Lots	24"
Standard Lots	18"
Compact Lots	18"

Roof Slope: 4:12 Preferred
5:12 Maximum

Roof Material: Flat concrete or metal tile to simulate wood shakes

WALLS

Stucco walls combined with other accent materials such as simulated siding or shingles, river rock stone, brick or other masonry.

Stucco, when used, shall be as follows

Primary Walls: Light lace or smoother
Trim, Stucco Eaves, Etc.: Sand or smoother

WINDOWS

At least one principal window with a minimum recess or surround of 12"

All other windows on front and visible side and rear elevations to have header, sill, or trim surrounds

Vertical proportion to windows

Typically, multi-paned upper sash with single pane below

Ribbon windows – 3 or more ganged

ENTRIES

Entry sheltered within front porch

DOORS

Entry doors should feature basic geometric patterns, and or multi-paned windows with wood trim surround

DETAIL ELEMENTS

Broad front porches

Heavy square or tapered columns resting on stone or brick piers

Wide projecting eaves with exposed rafter tails, and decorative beams or braces added under the gables

Generous use of river rock stone, brick or other masonry as an accent material

Arts and Crafts style lighting fixtures

Shutters, when used, that are plank or panel

COLORS

Light to medium earth tone colors with contrasting trim and accent colors