

**IN THE SUPREME COURT OF THE STATE OF NEVADA**

**Case No. 78792**

CITY OF LAS VEGAS, a political subdivision of the State of Nevada

Petitioner

v.

Electronically Filed  
May 21 2019 12:30 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

EIGHTH JUDICIAL DISTRICT COURT of the State of Nevada, in and for the County of  
Clark, and the Honorable Timothy C. Williams, District Judge,

Respondents

and

180 LAND CO., LLC, a Nevada limited liability company,

Real Party in Interest

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District Court Case No. A-17-758528-J  
Eighth Judicial District Court of Nevada

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**REAL PARTY IN INTEREST'S APPENDIX  
TO OPPOSITION TO EMERGENCY MOTION UNDER NRAP 27(e)  
FOR STAY PENDING WRIT PETITION  
VOLUME 5  
OMS 915 - OMS 1196**

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AFFIRMATION

Pursuant to NRS 239B.030, the undersigned does hereby affirm that Real Party in Interest's Appendix does not contain the social security number of any person.

DATED this 21<sup>st</sup> day of May, 2019

**LAW OFFICES OF KERMITT L. WATERS**

By: /s/ Autumn Waters

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## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of the Law Offices of Kermitt L. Waters, and that on the 21<sup>st</sup> day of May, 2019, a copy of the foregoing **REAL PARTY IN INTEREST'S APPENDIX TO OPPOSITION TO EMERGENCY MOTION UNDER NRAP 27(e) FOR STAY PENDING WRIT PETITION VOLUME 5** was electronically filed with the Clerk of Court for the Nevada Supreme Court by using the Nevada Supreme Court's E-Filing system (E-Flex). Participants in the case who are registered with E-Flex as users will be served by E-Flex system and others not registered will be served via U.S. mail as follows:

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<b><i>Surrounding Property</i></b>	<b><i>Existing Land Use Per Title 19.12</i></b>	<b><i>Planned or Special Land Use Designation</i></b>	<b><i>Existing Zoning District</i></b>
North	Single Family, Detached	ML (Medium Low Density Residential)	R-PD7 (Residential Planned Development – 7 Units per Acre)
		MLA (Medium Low Attached Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)
South	Office, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
	Single Family, Detached	ML (Medium Low Density Residential)	R-PD7 (Residential Planned Development – 7 Units per Acre)
	Single Family, Attached	M (Medium Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)
	Multi-Family Residential		R-3 (Medium Density Residential)
East	Shopping Center	SC (Service Commercial)	PD (Planned Development)
	Office, Other Than Listed		C-1 (Limited Commercial)
	Mixed Use	GC (General Commercial)	C-2 (General Commercial)
	Utility Installation	PF (Public Facilities)	C-V (Civic)
	Single Family, Attached	M (Medium Density Residential)	R-PD10 (Residential Planned Development – 10 Units per Acre)
West	Single Family, Detached	SF2 (Single Family Detached – 6 Units per Acre)	P-C (Planned Community)
	Golf Course	P (Parks/Open Space)	

<b>Surrounding Property</b>	<b>Existing Land Use Per Title 19.12</b>	<b>Planned or Special Land Use Designation</b>	<b>Existing Zoning District</b>
West	Multi-Family Residential	MF2 (Medium Density Multi-family – 21 Units per Acre)	

<b>Master Plan Areas</b>	<b>Compliance</b>
Peccole Ranch	Y
<b>Special Purpose and Overlay Districts</b>	<b>Compliance</b>
R-PD (Residential Planned Development) District	Y
<b>Other Plans or Special Requirements</b>	<b>Compliance</b>
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

## DEVELOPMENT STANDARDS

Pursuant to Las Vegas Zoning Code Title 19.06.040 prior to Ordinance 6135 (March 2011), the Development Standards within an R-PD District are established by the Site Development Plan. The following standards are proposed by the applicant:

<b>Standard</b>	<b>Lots less than or equal to 20,000 sf*</b>	<b>Lots greater than 20,000 sf</b>
Minimum Lot Size	10,000 sf	20,000 sf
Building Setbacks:		
• Front yard to private street or access easement	30 feet	35 feet
• Side yard	5 feet	7.5 feet
• Corner side yard	12.5 feet	15 feet
• Rear yard	25 feet	30 feet
Accessory structure setbacks:		
• Porte cochere to private street	15 feet	15 feet
• Side loaded garage to side yard property line	15 feet	15 feet
• Patio covers and/or 2 <sup>nd</sup> story decks	20 feet	20 feet
• Separation from principal dwelling	6 feet	6 feet
• Side yard	5 feet	5 feet
• Corner side yard	5 feet	5 feet
• Rear yard	5 feet	5 feet

Standard	Lots less than or equal to 20,000 sf*	Lots greater than 20,000 sf
Building Heights: <ul style="list-style-type: none"> <li>Principal dwelling</li> <li>Accessory structures</li> <li>Floors</li> </ul>	40 feet 25 feet 2 stories on slab or over basement	50 feet 30 feet 3 stories on lots greater than 35,000 sf; otherwise 2 stories
Permitted uses	Single family residence and accessory structures**	Single family residence and accessory structures**
Lot Coverage	Bound by setbacks	Bound by setbacks

\*Includes Lots 1, 2 and 24.

\*\*Accessory structures may have a trellis or canopy attached to the principal dwelling.

Existing Zoning	Permitted Density	Units Allowed
R-PD7	7.49 du/ac	1,250 (based on 166.99 acres)
Proposed Zoning	Permitted Density	Units Allowed
N/A	N/A	N/A
General Plan	Permitted Density	Units Allowed
PR-OS	N/A	N/A
Proposed General Plan	Permitted Density	Units Allowed
L	5.49 du/ac	916 (based on 166.99 acres)

**Pursuant to Title 19.06.040, the following standards apply:**

Landscaping and Open Space Standards				
Standards	Required		Provided	Compliance
	Ratio	Trees		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	10 Trees	15 Trees	Y
• South	N/A	N/A	81 Trees	N/A
• East	N/A	N/A	0 Trees	N/A
• West	1 Tree / 20 Linear Feet	43 Trees	47 Trees	Y



*Pursuant to Title 19.06.040, the following standards apply:*

Landscaping and Open Space Standards					
Standards	Required		Provided	Compliance	
	Ratio	Trees			
TOTAL PERIMETER TREES			53 Trees	143 Trees	Y
LANDSCAPE BUFFER WIDTHS					
Min. Zone Width					
• North		6 Feet		20 Feet	Y
• South		0 Feet		0 Feet	Y
• East		0 Feet		0 Feet	Y
• West		6 Feet		20 Feet	Y
Wall Height	Not required	6' wrought iron or CMU adjacent to Orient Express Ct.  Stepped retaining/screen wall not exceeding 10' adjacent to Verlaine Ct. and existing lots to the north  10' retaining/screen wall adjacent to Hualapai Way			Y

<b>Open Space – R-PD only</b>							
<b>Total Acreage</b>	<b>Density</b>	<b>Required</b>			<b>Provided</b>		<b>Compliance</b>
		<b>Ratio</b>	<b>Percent</b>	<b>Area</b>	<b>Percent</b>	<b>Area</b>	
34.07 ac	1.8	1.65	2.97%	1.01 ac	6.22%	2.12 ac	Y

<b>Street Name</b>	<b>Functional Classification of Street(s)</b>	<b>Governing Document</b>	<b>Actual Street Width (Feet)</b>	<b>Compliance with Street Section</b>
Alta Drive	Major Collector	Master Plan of Streets and Highways Map	84	Y
Hualapai Way	Primary Arterial	Master Plan of Streets and Highways Map	98	N

<b>19.04.040 Connectivity</b>		
<b>Transportation Network Element</b>	<b># Links</b>	<b># Nodes</b>
Internal Street	9	0
Intersection – Internal	0	5
Cul-de-sac Terminus	0	3
Intersection – External Street or Stub Terminus	0	0
Intersection – Stub Terminus w/ Temporary Turn Around Easements	0	0
Non-Vehicular Path - Unrestricted	0	0
Total	9	8

	<b>Required</b>	<b>Provided</b>
<b>Connectivity Ratio (Links / Nodes):</b>	<b>N/A</b>	<b>1.13</b>

**Pursuant to Title 19.08 and 19.12, the following parking standards apply:**

Parking Requirement							
Use	Gross Floor Area or Number of Units	Required		Provided		Compliance	
		Parking Ratio	Parking		Parking		
			Regular	Handi-capped	Regular	Handi-capped	
Single Family, Detached	61 units	2 spaces per unit	122				
Accessory Structure (Class I) [Casita]	61 casitas	1 additional space per lot	61				
TOTAL SPACES REQUIRED			183		183		Y
Regular and Handicap Spaces Required			183	0	183	0	Y

<b>Waivers</b>		
<b>Requirement</b>	<b>Request</b>	<b>Staff Recommendation</b>
Private streets must meet public street standards unless waived (47' minimum with L-curbs and sidewalks on both sides of the street)	To allow 32' wide private streets with 30" roll curbs with sidewalk on one side (easement) in a gated community	Approval

**CITY COUNCIL MEETING OF**  
***AUGUST 2, 2017***  
**COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

1165 very, very well and believe your reports are accurate with the proper information. And those  
1166 charts, I don't think we've seen before. Maybe Mr. Jerbic or Mr. Perrigo have. But the reality is  
1167 the record that's been made over the past two years does speak to issues of where density can be.

1168

1169 **COUNCILMAN SEROKA**

1170 Madame Mayor?

1171

1172 **COUNCILMAN COFFIN**

1173 Your Honor –, if I can just engage you one more time.

1174

1175 **MAYOR GOODMAN**

1176 Who is there? Oh, sorry.

1177

1178 **COUNCILMAN SEROKA**

1179 I was just going to ask that I'd be comfortable hearing their testimony at whatever length that is  
1180 needed. It would be – wonderful to hear that as well.

1181

1182 **MAYOR GOODMAN**

1183 You would prefer to have that?

1184

1185 **COUNCILMAN SEROKA**

1186 Sure. Yes, Ma'am.

1187

1188 **MAYOR GOODMAN**

1189 All right.

1190

1191 **COUNCILMAN SEROKA**

1192 And I think it would be good for Councilwoman Fiore as well.

**CITY COUNCIL MEETING OF**  
***AUGUST 2, 2017***  
**COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

1193 **MAYOR GOODMAN**

1194 All right. So what –

1195

1196 **DOUG RANKIN**

1197 So – as I truncated my presentation, and it won't be very long, Mayor, trust me, consistency is  
1198 defined by your Zoning Code. Consistency, with the General Plan means not only consistency  
1199 with the plan's land use and density designations, but also consistency with all policies and  
1200 programs of the General Plan. It's defined by the Zoning Code what consistency is, PR-OS does  
1201 not allow that density.

1202 And, finally, as I said, we – worked to be brief. The application is deficient. The development  
1203 agreement requires plans for traffic to access Rampart through the Las Vegas Valley Water  
1204 District. There is no agreement with the Las Vegas Valley Water District to have that easement.  
1205

1206 **MAYOR GOODMAN**

1207 No, I think we know that. We know that. We have letters from them denying that.

1208

1209 **DOUG RANKIN**

1210 Pursuant to your Zoning Code, a development agreement or any development application must  
1211 include all parties that are privy to that application.

1212

1213 **MAYOR GOODMAN**

1214 Yes, we do know that.

1215

1216 **DOUG RANKIN**

1217 They must sign and acknowledge the application before you.

1218

1219 **MAYOR GOODMAN**

1220 Right –.

**CITY COUNCIL MEETING OF**  
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1221 **DOUG RANKIN**

1222 They have not done so. The application is deficient and defective. It cannot be acted upon.

1223

1224 **MAYOR GOODMAN**

1225 Thank you.

1226

1227 **DOUG RANKIN**

1228 And that concludes my presentation. I have –

1229

1230 **MAYOR GOODMAN**

1231 Give those to the Clerk. If you would (inaudible) –

1232

1233 **DOUG RANKIN**

1234 – items for the Clerk for the record.

1235

1236 **MAYOR GOODMAN**

1237 Thank you very much, Mr. Rankin.

1238

1239 **GEORGE GARCIA**

1240 Thank you, Mayor, Council. George Garcia, 1055 Whitney Ranch Drive, Suite 10. And,

1241 certainly, welcome Councilwoman Fiore and Councilman Seroka as new members to the City

1242 Council. Pleasure to be before you.

1243 Mayor, maybe I think it would help as you, after I'm done, I'm gonna get into my presentation,

1244 but – since this question has arisen about the 30-day continuance, perhaps, that you may discuss,

1245 if you – do go for it, I think it would be clear, because the discussions I heard yesterday and, you

1246 know, we had these discussions with you and Brad, one of the premises that I heard was that it

1247 would start with there's up to 2100 units where the discussion would begin.

1248 And I would think, and I know talking with my client, that if there – was ever going to be a

1249 discussion, it doesn't start with determining what the outcome is and saying, okay, you get to

**CITY COUNCIL MEETING OF**  
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1250 discuss how you get there. I think the – discussion should start, as I think Councilman Coffin  
1251 suggested, starting with where do the residents come from. You can't start at 2100, where the  
1252 developer may want to end up, and then figure out how to get there. I think you have to have a  
1253 discussion, and there's a process of steps and a framework where you might get there.  
1254 But with that being said, this particular development agreement's, as we know, goes back to,  
1255 first off, it has to be consistent, as Mr. Rankin just told you, with the PR-OS. And that PR-OS,  
1256 the parks, recreational, and open space goes back and is consistent with the Peccole Ranch  
1257 Master Plan. And we discussed this over the last two years, and all those documents and things  
1258 associated with all the elements associated with the Peccole Ranch modifications and the  
1259 Badlands applications all should be brought into the record yet once again.  
1260 But referring to, this was right out, and I know you've seen this many times, but it's – critical,  
1261 because it is – an important part of the record, which is, this is part of the Peccole Ranch Master  
1262 Plan from 1990, when this was officially commenced and started. Two applications, one was the  
1263 Master Plan, one was the zoning application.  
1264 In the Master Plan, there's (sic) some specific documents and exhibits that I've pulled out here,  
1265 but they're all fully in the records we've provided before. But in that is, again, the open space and  
1266 drainage is clearly identified here, golf course drainage, and it refers to a golf course open space  
1267 and drainage in the text as well.  
1268 And was always clearly articulated that what was then initially about 212 acres allowed for  
1269 absolutely no net units. In this column here, net units, and there's none. All of those net units are  
1270 either single-family or multi-family in those two rows, and in this final column the net units. So  
1271 there was never, ever contemplated to be residential allowed in there, let alone certainly the –  
1272 hotel and commercial.  
1273 That absence is basically why the City, in its General Plan Amendment in '92 said, consistent  
1274 with what we've already approved in the Master Plan and in – the zoning, consistent with that,  
1275 we're going to make the land PR-OS. And that has existed, and that is the history that everybody  
1276 has relied on in purchasing and buying and selling property and building their homes since then.  
1277 The Peccole Ranch Master Plan, this is out of the 2020 Master Plan Land Use element, this is  
1278 about major modifications, and you do not have a general plan amendment to change the PR-OS,

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1279 and you do not have a major modification. But it specifically says in the southwest sector,  
1280 Peccole Ranch, in this red box I identified here, is a master development plan area located within  
1281 the southwest sector. And it calls it out on the map.

1282 And then it goes on to say that in order to have major modifications of master development  
1283 plans, we just heard Peccole Ranch is a master development plan, so modifications of master  
1284 development plan and development standards, it basically says that if you're going to modify that  
1285 plan, you have to do a major modification. So not only do you need the general plan, you need  
1286 the major modification. And this all goes on then further in excerpts out of the Master Plan to  
1287 talk about what you need to do and how you need to do it.

1288 So while this one chart here on this other portion, where it talks about major modifications in  
1289 these other special areas, Peccole Ranch is still a master development plan that requires a major  
1290 modification. Even though it's not in this group category, it is in the other master development  
1291 category. So, either way, it does require a major mod.

1292 The zoning – that coincides with that plan that was done in 1990 is Z-1790. And Z-1790 has a  
1293 specific condition of approval. That's what we see here. This is the City's letter, City letterhead.  
1294 It specifically says a maximum of 4,247 dwelling units be allowed in – this Peccole Ranch Phase  
1295 II, which we call Queensridge, and Badlands is all a part of.

1296 You have an application before you already at this point that numerically, given the units that  
1297 have been built in single-family and multi-family alone, already exceeds the multi-family  
1298 designation allowance that was considered on that chart I just showed you and is contemplated  
1299 here in this condition of approval for 4247 units. You can't alter this condition of approval  
1300 without going back and changing that which was originally done. This has never been altered.  
1301 That chart, the Master Plan, or this document, these are the guiding documents.

1302 And if we look at what we see today, essentially there's, what I've just showed you is the net  
1303 units available under multi-family is already in the hole about 152 units. You have, pending  
1304 before you, another application on the southeast corner of – Rampart and Alta, where Calida  
1305 wants to be a portion, get a portion of property that, developed for multi-family. That will put  
1306 you an additional 360 units in the hole for bringing up the –, basically, deficit in the multi-family  
1307 category, exceeding the multi-family allowance that was in this chart by now over 500 units.

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1308 Critical to any – development agreement, let alone a project of major – regional significance, and  
1309 this was contemplated by the state and by, as well as by the local ordinances, projects of  
1310 significant impact, and this qualifies as a project of significant impact, it would be anything that  
1311 has 500 or more dwelling units. Well, we're clearly way over 500 units.

1312 And I don't know how you can say that this is not required. There is not development impact  
1313 notice and assessment. And they basically, that is absolutely required when any contemplation of  
1314 development in excess of 500 units. And clearly, if we're talking whether it's 2,000, 2100 or  
1315 whatever that number turns out to be, it's well over the 500 on The Two Hundred (sic) Fifty.  
1316 That is still absent today and again creates that defective application.

1317 So it, and just simply in conclusion, that if you're going to ultimately get to a development  
1318 agreement, this one we believe is flawed both in substance for all the reasons that are going to be  
1319 discussed after I'm done, but the substance of it is flawed. But, procedurally, more important  
1320 right now, I don't believe you could even consider it.

1321 So your 30 days is probably not going to be enough, because you need to get a general plan  
1322 amendment, a major mod as part of the outcome of whatever, so if you don't, so whether it goes  
1323 forward and gets continued or whether it's denied, and you can always restart a development  
1324 agreement. There's no without prejudice necessary or with prejudice. It doesn't make any  
1325 difference. It could be restarted. If you denied it today, it could be restarted tomorrow and  
1326 brought back before you in short order. So, while the negotiations are going, you could certainly  
1327 restart an ordinance development agreement once that's ready. Nothing would be lost. Thank  
1328 you, Mayor.

1329

1330 **MAYOR GOODMAN**

1331 Thank you, Mr. Garcia.

1332

1333 **COUNCILMAN COFFIN**

1334 (inaudible)



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**COMBINED VERBATIM TRANSCRIPT – ITEM 8 EXCERPT AND ITEMS 53 AND 31**

1335 **FRANK SCHRECK**

1336 Mayor, member (sic) of the City Council, Frank Schreck, 9824 Winter Palace. I'm one of those  
1337 attorneys that you have accused of somehow making roadblocks and creating havoc in this. I  
1338 personally take offense, Mayor. That's a hard way to start a speech when I'm trying to convince  
1339 you of something. But I've worked hundreds and hundreds of thousands of billable hours without  
1340 being paid. I've done this because I believe in my community. I believe that the City Council and  
1341 the City of Las Vegas, as well as the State, is (sic) a society of laws.

1342

1343 **MAYOR GOODMAN**

1344 Yes, it is.

1345

1346 **FRANK SCHRECK**

1347 We're bound by laws.

1348

1349 **MAYOR GOODMAN**

1350 Yes, we are.

1351

1352 **FRANK SCHRECK**

1353 And my job is to point out those laws. And if, in fact, the City Council is violating those laws,  
1354 we have a responsibility to tell you that.

1355

1356 **MAYOR GOODMAN**

1357 Absolutely.

1358

1359 **FRANK SCHRECK**

1360 This City Council is violating the laws. You know one right now that's been, and I'll touch on it.  
1361 And that is that the state statute specifically states, where does this thing show up? Here?

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1362 **COUNCILMAN BARLOW**

1363 Yeah, right in the middle.

1364

1365 **MAYOR GOODMAN**

1366 Yeah. But you have to move the microphone so everybody can see.

1367

1368 **FRANK SCHRECK**

1369 If you take a look at this statute, it's unequivocal. It says the governing body may, if it finds that

1370 the provisions of the agreement, that's the development agreement, are consistent with the

1371 Master Plan, it may approve the agreement by ordinance. It has to be consistent with the General

1372 Plan. It's been shown it clearly isn't consistent with the General Plan. The General Plan has the

1373 golf course at PR-OS, has had for 25 years. And it has no residential. Now, it's proposed to put

1374 2100 residents, plus a hotel, plus commercial. That's inconsistent with the General Plan, and until

1375 you amend that General Plan to allow that type of zoning, you can't go forward with this

1376 application.

1377

1378 **COUNCILWOMAN FIORE**

1379 Your Honor –?

1380

1381 **FRANK SCHRECK**

1382 Now –

1383

1384 **COUNCILMAN COFFIN**

1385 Excuse me, Frank –

1386

1387 **MAYOR GOODMAN**

1388 Please.

1389

1390 **FRANK SCHRECK**

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1391 Yes –

1392 **COUNCILWOMAN FIORE**

1393 Hi, Mr. Schreck. Thank you so much for beginning so strongly. However, as a new City  
1394 Councilwoman, what you're telling me is my staff is not advising me correctly.

1395

1396 **FRANK SCHRECK**

1397 That's exactly what I'm telling you.

1398

1399 **COUNCILWOMAN FIORE**

1400 Okay. So, with you saying that, do you find it not okay for me to ask for 30 more days of  
1401 clarification?

1402

1403 **FRANK SCHRECK**

1404 If the 30 days of clarification is anything like we heard came in out of the meetings yesterday,  
1405 and I think it's already been mentioned that the idea is we start from 2100 and start from a hotel  
1406 and we start from commercial and that's where we start negotiating from. Where this should go  
1407 back is square one, where the City helps, but doesn't interfere, and the developer and the  
1408 residents get together and try to work something out. None of us believe that development can't  
1409 occur. There's a process you have to go through, a major modification and a general plan to put  
1410 residential on there. We all believe that something needs to take place, because we need  
1411 something he has.

1412

1413 **COUNCILWOMAN FIORE**

1414 So was there any plans prior to this plan, like let's say back in the late 2000s, '08, '09 to develop  
1415 this property?

1416

1417 **FRANK SCHRECK**

1418 The only –

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1419 **COUNCILWOMAN FIORE**

1420 On the record.

1421

1422 **FRANK SCHRECK**

1423 The only plans that existed, are you talking about just the golf course?

1424

1425 **COUNCILWOMAN FIORE**

1426 I'm just talking about building anywhere on that golf course, anywhere.

1427

1428 **FRANK SCHRECK**

1429 No, absolutely not. It's prohibited. In fact, to show you what the original developer thought, he

1430 had a 50-year lease with the Senior Tours with ten 4-year extensions. So 90 years that would be

1431 a golf course.

1432

1433 **COUNCILWOMAN FIORE**

1434 Okay. And so –

1435

1436 **FRANK SCHRECK**

1437 There was never any idea that it would be anything other than a golf course, and he specifically

1438 asked the City in 1990 to take 211 of those acres, make it golf course/drainage, no residential.

1439 Five or six years later, he said: You know what? You gave me 401 acres of R-PD7, which I can

1440 build homes on. I want to take 30 or 40 acres out of that, and I want to build another nine holes.

1441 And – the City said: Fine. That is a use under the R-PD7, and it can go on there without any

1442 residential.

1443

1444 **COUNCILWOMAN FIORE**

1445 But what I've seen, in – the short time that I have been in office, is I have seen Badlands, which

1446 is the residence of Who's Who in Las Vegas, by the way, I have seen Badlands go down the

1447 drain because we're looking at desert. And in order to fix that and bring those property values up,

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1448 we need a plan, and we need to fix the – development. So, is it unfair to ask for our Planning and  
1449 our folks, whom I have a lot of faith in and whom (sic) have been really working hard with me  
1450 day and night on this particular issue, for more time?

1451

1452 **FRANK SCHRECK**

1453 If – we start from square one, if we're not starting from – the point of which he has 2100 units  
1454 and he has an, a hotel and he has 15,000 square feet of commercial with a tavern and stuff in a  
1455 residential community that's been master planned for 25 years, that'll be fine.

1456 But if you think we have a lot of confidence and faith in your staff, and I'm not talking about the  
1457 staff that wrote the Staff Reports for the first application in January of 2016 or the staff that  
1458 wrote the Staff Report for the applications in July of 2016. Those were professional. They were  
1459 thorough. They were detailed, and they all said the same thing. There is no residential that can be  
1460 built on the golf course, unless you do a major modification first of our Master Plan and then a  
1461 general plan amendment.

1462 Guess what happened? After that period of time, that staff got compromised or pushed out of the  
1463 way.

1464 And let me show you what the final result is. If you want to know why we get angry, okay, at  
1465 staff, and don't think that Mr. Jer', Mr. Perrigo should be involved in these conversations  
1466 anymore, I'll say first of all, three or four days after this Council met on the 21st of June,  
1467 Mr. Jerbic met with – Elaine Roesener and Jack Binion and brought to them a plan, a plot of  
1468 showing the golf course that was prepared by the developer, that showed 1900 houses crammed  
1469 into it and basically said: Look it, he has a right to build 2100, and if you guys kind of don't get  
1470 on – board with this and do this, this is what can happen to you. And then they asked: Well, how  
1471 did you get to 20 –

1472

1473 **COUNCILWOMAN FIORE**

1474 So listen, I've just gotta interrupt you, because I can see you're long-winded, so, and that's okay.

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1475 **FRANK SCHRECK**

1476 No, but I gotta try to answer your question, why we have no faith.

1477

1478 **COUNCILWOMAN FIORE**

1479 No. So this is my only concern is if we are not cautious and diligent in this vote and the  
1480 developer walks away, which I do not want, I want these property values to go up, and in order  
1481 to do that, we have to fix the golf course. Is all is I'm asking you is, as you guys continue  
1482 fighting, and we can stay here all night and do this, too, I just think that if we look at, and by the  
1483 way, for the record, I have a lot of faith in my staff, in my new staff. I'm the newbie. So their  
1484 legal concerns and what they've brought to me and everyone's suing the City. So I have a lot of  
1485 faith in my staff, and I trust my staff. And so, as the new Councilwoman, I'm basically saying I  
1486 think we need 30 days. We can fight with this all night long, but at the end of the thing, I'm not  
1487 gonna let the developer walk away today.

1488

1489 **FRANK SCHRECK**

1490 Well, let me – say something. I mean, this is – like, the developer – is like the teenager that  
1491 murders his parents and then comes back and asks mercy before the court, because I'm an  
1492 orphan. He shut the water off. He turned our golf course into a desert. He turned the blight. And  
1493 now he's saying because it's blighted and you're saying because it's desert and blighted, he should  
1494 now be allowed to build, because he's going to save ours. There's, most of the people that I know  
1495 say, leave it alone. We will deal with the dirt rather than have graders, dump trucks, on all of this  
1496 stuff. The first thing he will do is grade the golf course, so we're going to have dirt anyway,  
1497 Councilwoman.

1498

1499 **COUNCILWOMAN FIORE**

1500 That's not what your residents have told me. That's not what your residents have told me.

1501

1502 **FRANK SCHRECK**

1503 That's what the residents that we've talked to have.

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1504 **COUNCILWOMAN FIORE**

1505 That's not what they've told me. They said they want it fixed.

1506

1507 **FRANK SCHRECK**

1508 We want it fixed, but it's not going to be fixed by immediately grading and scraping the golf  
1509 course away. There is – no obligation in that development agreement for this developer to build  
1510 one single thing in a 20-year period, not an obligation to build anything, but he will go grade it.

1511 And so we'll not only have, we won't the dirt. I mean, we won't have the grass there. We'll have  
1512 dirt. And we'll have graders, and we'll have dump trucks and stuff. That's, we'd rather have none  
1513 of that than – just go ahead and allow this to be approved the way it is.

1514 But just tell, let me just show you why it is that we are, get frustrated and are concerned. You  
1515 have a Staff Report –, Mayor, on this application right now, okay, which does not provide for a  
1516 general plan amendment, which every single application that has been filed by the developer  
1517 with every single one, there's seven or eight or nine all required, and all had applications for a  
1518 general plan amendment and most of them with modifications.

1519 Now, they said that there's not one needed. And you look at what the Staff Report says. Here it  
1520 is. I want you to, can you see this? Because I think it –, it's important for you to look. My  
1521 understanding is that the staff, in doing a staff report, is to provide you with accurate information  
1522 so you can make a reasoned judgment, based upon facts. That's the way I understand the system  
1523 to work.

1524 Here's what they say as to basically why there is no general plan amendment in this. Now, we all  
1525 know why there's no general plan amendment, because when it was determined that very  
1526 possibly Councilman Beers may not win his election, they wanted to get this on the June 21st  
1527 agenda, and you couldn't do that because it took 90 days to get a general plan amendment on  
1528 that, would have kicked it into July. So it was coming on in June, and you know it was forced on  
1529 into June. It was the only item on the Planning Commission agenda in June that was put on the  
1530 following week, nothing else, just ours.

1531 But here's what this says. And this is why, if I was, used to be a Nevada Gaming Commissioner.

1532 And if I received this, I would be extremely angry. Here's what it says: Nevada Revised Statutes,

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1533 NRS 478, and it's really 343, states that where the zoning ordinance is inconsistent with the  
1534 master plan, the zoning ordinance takes precedence. Okay? That's not what that statute says. The  
1535 statute talks about if there's any preexisting ordinance, a preexisting ordinance, and then there is  
1536 a subsequent master plan that's adopted that takes away the rights of the guy that had the  
1537 preexisting zoning, and that's what the Casinelli (sic) Case says. There's no question you can't  
1538 take those property rights away. Nobody would argue that you can. But that's not our case.  
1539 There's no preexisting zoning.

1540 The Peccole Ranch Master Plan in 1990 was approved by ordinance, all the zoning categories by  
1541 ordinance, and it says in the minutes of the City, consistent with the Master Plan of the City of  
1542 Las Vegas that existed. So the Peccole Ranch Master Plan was planned. It was – adopted by the  
1543 City in 1990. All the zoning and the use of the golf course was all consistent with the Master  
1544 Plan that existed at that time.

1545 So there is no subsequent master plan that came in and took any property rights away. In fact,  
1546 this developer asked to have the golf course done this way. He asked to have the other nine holes  
1547 done. When the PRO was put on in '92, he was happy to have it put on in '96. So it isn't where  
1548 somebody has gotten rights taken away. This is what they asked for. So this is not even  
1549 applicable, plus it's misleading and deceptive.

1550 The second sentence, now, I want you to, Mayor, I'm gonna ask you this question: Can you read  
1551 the second sentence? And you tell me what it means?

1552

1553 **MAYOR GOODMAN**

1554 I cannot because it's too tiny, and I don't have the right bifocals.

1555

1556 **FRANK SCHRECK**

1557 Let me – read it for you and then tell me if you understand what this says. Okay. And this is –  
1558 really an important sentence.

1559

1560 **MAYOR GOODMAN**

1561 And point to where you are.



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1562 **FRANK SCHRECK**

1563 The middle, the second sentence right here.

1564

1565 **COUNCILMAN COFFIN**

1566 Can you expand on that a little bit.

1567

1568 **COUNCILWOMAN TARKANIAN**

1569 (inaudible)

1570

1571 **MAYOR GOODMAN**

1572 Okay. And, Mr. Lowenstein, is this yours, or do we go back on staff reporting to back to Tom?

1573

1574 **FRANK SCHRECK**

1575 Oh, I'm sorry.

1576

1577 **MAYOR GOODMAN**

1578 Responding to this. Yes.

1579

1580 **COUNCILWOMAN TARKANIAN**

1581 Yeah. Oh, now he's got it.

1582

1583 **MAYOR GOODMAN**

1584 Okay. Yes.

1585

1586 **FRANK SCHRECK**

1587 Could you read the second sentence and tell me if you understand what that means? And this is

1588 supposed to communicate to you the information –

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1589   **MAYOR GOODMAN**

1590   All right. The parties to this agreement acknowledge that the extant, spelled —

1591

1592   **FRANK SCHRECK**

1593   No, it means extant.

1594

1595   **MAYOR GOODMAN**

1596   It means something. Okay.

1597

1598   **FRANK SCHRECK**

1599   Because Mr. Lowenstein uses that a lot.

1600

1601   **MAYOR GOODMAN**

1602   Oh, see how smart. We hire very smart people. Approved zoning and land use designations for

1603   this site do not match. The City may request that —

1604

1605   **FRANK SCHRECK**

1606   No —, just that sentence.

1607

1608   **MAYOR GOODMAN**

1609   Okay.

1610

1611   **FRANK SCHRECK**

1612   What does that mean?

1613

1614   **MAYOR GOODMAN**

1615   That they're at odds. That they're —

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1616 **FRANK SCHRECK**

1617 Can you tell me? Can anybody tell me? I can tell you what that sentence is supposed to mean. It's  
1618 not even a complete sentence –

1619

1620 **MAYOR GOODMAN**

1621 They don't match.

1622

1623 **FRANK SCHRECK**

1624 What that sentence means, what it should say, if the Planning Department members that wrote  
1625 the planning staff reports in January and July of 2016 wrote that, this is what it would have said:  
1626 The development agreement is not consistent with the General Plan, which then violates the state  
1627 law. So they couldn't say that, but they wanted to say something in there so they could point to  
1628 the record that, oh, we didn't not tell you that. And so they put something in that you don't  
1629 understand.

1630 And then you look at the last sentence, it says, the parties of this, the City may request a general  
1631 plan amendment at a future date. The statute says that you have to find it in compliance with the  
1632 General Plan, which means at this very time, that if you voted on the development agreement,  
1633 you had to find that the development agreement was now consistent with the General Plan, not  
1634 some other time.

1635 And so, it, that's just one of the things. This is the most recent. So all three of those, the first two  
1636 are misleading. The second one is just inapprop, incorrect advice. And, that's why attorneys  
1637 sometimes get involved. I happen to be a resident there, so I take a personal interest, and that  
1638 was the home I was going to die in. Now, the way it's being treated and we're being treated, I  
1639 don't know if that's where I want to be.

1640

1641 **MAYOR GOODMAN**

1642 Well, and of course, too, you may not have this developer, and it will just lie fallow. And you'll  
1643 have somebody else come in and do other things. So the issue that we're trying to do is get this  
1644 continuing to move forward and get a positive resolution instead of continuing more and more

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1645 and more of this, because were I the developer, I would have packed up my marbles a long time  
1646 ago and said: Here's the land. I purchased it. I'm going to go sell it. I've had it.

1647

1648 **FRANK SCHRECK**

1649 You know what, Mayor? You know what my response, 'cause I've had this question asked a lot,  
1650 and a lot of my neighbors that we've said —

1651

1652 **MAYOR GOODMAN**

1653 And what's the end? They want to know what's the end.

1654

1655 **FRANK SCHRECK**

1656 The answer – is real simple. They don't want 2100 units of density. They don't want a hotel.  
1657 They don't want 15,000 square feet of residential. We don't know if these other sites will ever be  
1658 built, the 65. There are seven sites left right now that have been there for 10 years or more that  
1659 aren't developed. So we don't know. And especially with the competition that's now The Ridges  
1660 and the other places. So –

1661

1662 **MAYOR GOODMAN**

1663 And what's happening to golf courses everywhere is they are moving on to other types of  
1664 development. I'm concerned, were I a resident, what's coming. At least we've been working so  
1665 hard to try to bring this about so it does satisfy, and I do hear from our Councilwoman and tend  
1666 to agree with that –

1667

1668 **FRANK SCHRECK**

1669 We – (inaudible) agree with that –

1670

1671 **COUNCILWOMAN FIORE**

1672 Mayor, you know what? I know that you're in charge of the time, but I've heard enough. I get it.

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1673 **FRANK SCHRECK**

1674 But we started at his numbers.

1675

1676 **COUNCILWOMAN FIORE**

1677 I get it.

1678

1679 **MAYOR GOODMAN**

1680 Okay. Excuse me one second.

1681

1682 **FRANK SCHRECK**

1683 We started at his numbers. That's the problem.

1684

1685 **MAYOR GOODMAN**

1686 Okay.

1687

1688 **FRANK SCHRECK**

1689 We started at his numbers, and we've never been able, it was, look, I was told it was a done deal.

1690 It's – 3,000 –

1691

1692 **MAYOR GOODMAN**

1693 It's all right. We get it. You're opposed to it. We understand.

1694

1695 **FRANK SCHRECK**

1696 No, but I'm giving you the reasons why.

1697

1698 **MAYOR GOODMAN**

1699 And this is new information, and I don't know if that's something our staff wants to respond to. It

1700 was, if you would, Mr. Lowenstein or Mr. –

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1701 **FRANK SCHRECK**

1702 Another thing I'd like to just at least mention.

1703

1704 **MAYOR GOODMAN**

1705 Well, let me give them an opportunity to the comments.

1706

1707 **FRANK SCHRECK**

1708 Okay. Yeah, good, 'cause I'd like to respond if I can.

1709

1710 **MAYOR GOODMAN**

1711 If you would on the report, if you wouldn't mind, from Mr. Summerfield or Mr. Lowenstein,

1712 whomever.

1713

1714 **ROBERT SUMMERFIELD**

1715 Your Honor, related to – the language that was up there that you're asking about, the language is

1716 to make it clear that the parties, in this case the developer and the City, because this is a

1717 development agreement application, do acknowledge, essentially, that there is an inconsistency.

1718 However, it's very clear that there is existing, invested zoning that is appropriate at this location,

1719 and that is what that particular line is making clear.

1720

1721 **MAYOR GOODMAN**

1722 So that's the directive to us, that it is –

1723

1724 **FRANK SCHRECK**

1725 Well, that, you know, the existing zoning has no relevance to the fact of whether or not you need

1726 a, you need an amendment to the General Plan. If – they had the legitimate right to build seven

1727 per acre, okay, let's say I agreed with that, they still have to go get a major modification general

1728 plan amendment.

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1729 **MAYOR GOODMAN**

1730 But the, we can fight this until we're blue in the face –

1731

1732 **FRANK SCHRECK**

1733 Okay, but this is the –

1734

1735 **MAYOR GOODMAN**

1736 But the issue is what's to come when there's nothing more with this developer, what is to happen

1737 to all that and all these people who have all their money sunk in their home and want a beautiful,

1738 I am, oh, there you are. I just thought her comments –

1739

1740 **FRANK SCHRECK**

1741 But do you think –

1742

1743 **MAYOR GOODMAN**

1744 I thought Councilman Fiore's comments really synopsise, if there is such a word, the essence,

1745 from the top of the mountain, what this has become about. And so, my sense was, because we've

1746 heard and documented so much information over these two years, I feel what we have is, it's

1747 either going to be an up or a down, or we're going to have the 30 days to go ahead make it work.

1748 Or it's the land is going to be out there, you'll have somebody new come in, whether it's DH (sic)

1749 Horton or Lewis Homes, or nobody. It could be nobody for two decades, and you sit and you

1750 look at this.

1751 To me, as a representative of Las Vegas, or just as a resident, were I living there, I would say for

1752 heaven (sic) sakes, this is my home. I love it. I want it beautiful. Let's work through this. And if

1753 the only way we can do it, if you have made every point and if Brad Jerbic, as our advisor, legal

1754 advisor, hasn't already advised us and staff as to what's permissible and what isn't and feels that

1755 there is an opportunity to move this to some kind of resolve, that's why we have been listening

1756 for two years.

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1757 You are telling us the whole thing's flawed and get rid of them, and so that's your opinion. And  
1758 it may end up with that, which means all the residences, who knows what you're going to have in  
1759 5 years, 10 years, 20 years, 30 years; it may just sit like that because of all the lawsuits that sit on  
1760 the property. And if I were a developer, I can assure you, it would not be the piece I want to  
1761 come in and develop. So, I'm just speaking to you from that perspective, which is why I begged  
1762 for legal to stand back one month and let us try.

1763

1764 **FRANK SCHRECK**

1765 I'm talking about – it being a homeowner. I don't mind development. It has to be reasonable  
1766 development that works within that community. Twenty-one hundred –

1767

1768 **MAYOR GOODMAN**

1769 But that's for the next step.

1770

1771 **FRANK SCHRECK**

1772 Well –

1773

1774 **MAYOR GOODMAN**

1775 That's the next step. If he's gone, start again, and you find the developer that's going to do it your  
1776 way. Do it. I'm all for it.

1777

1778 **FRANK SCHRECK**

1779 But what, if we're gonna have these discussions in the 30 days, do we start at 2100? Is that what  
1780 we do, that's the minimum?

1781

1782 **MAYOR GOODMAN**

1783 What I'm saying is there's (sic) two ways to go about it, which I think Councilwoman was kind  
1784 enough to articulate. We were saying you, both sides, continue to work, knowing what the future  
1785 will hold, what's Christmas future here, or take the best, and I'm not saying it won't be flawed,



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1786 from what Tom Perrigo and Brad Jerbic have assessed from all of this and bring us back  
1787 something –

1788

1789 **FRANK SCHRECK**

1790 Let me just – put these in the record.

1791

1792 **MAYOR GOODMAN**

1793 – that you all can look at, or find another developer for the future, that's all I'm saying, that will  
1794 do your bidding and what you see. But I don't know how you explain it to all the homeowners  
1795 that are there and people who have property.

1796 This now is finished. This is what could be. This is finished. You know the water is off. We have  
1797 all these issues. It's horrible. And now you have nothing. And you're going to have to find a new  
1798 developer. You're going to have to find somebody that's going to want to come in with the liens  
1799 on the property and the lawsuits that are there and then come in with a plan that's going to fit  
1800 whatever all these pieces are, which we know that our Planning has been researching with our  
1801 legal staff and advising all of us as to what we can be doing.

1802 I am concerned, and I think our Councilwoman Fiore said it in a nutshell, it's right there. She is  
1803 concerned about the quality of life and property values out at Queensridge. And the day that this  
1804 developer walks away, your values are gone, 'cause nobody's going to come in and buy that  
1805 property, unless you all want to get to and buy the property yourselves and develop it. That's my  
1806 concern.

1807

1808 **FRANK SCHRECK**

1809 (inaudible)

1810

1811 **MAYOR GOODMAN**

1812 Looking at the realities, we can have, hear all this all over again; we've heard it so many times.  
1813 So far, I'm not hearing anything new. There are answers. But the question is: Do you want a nice  
1814 place to live or not? Is it not this developer, well then who's going to come in? Somebody give us

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1815 a developer to come in and meet all the marks that we're hearing about have to be met, or look at  
1816 what you've got.

1817 I mean, this isn't rocket science to me. And it is not all legal mumbo jumbo and laws and  
1818 everything. That's what we have staff for. They are to advise and make sure that what we're  
1819 doing is legal. We can't be lawyers, and we can't be engineers, and we can't be all things to all  
1820 people. All we can do is rely on the people who are professionals to give us the good information  
1821 and then try to work in the best interest of the whole, not party politics, but to work in the best  
1822 interest of the whole.

1823

1824 **COUNCILMAN COFFIN**

1825 Your Honor?

1826

1827 **MAYOR GOODMAN**

1828 And, what I see, were I there, no –,not now, Councilman Coffin, at this point, what I see is, no –,  
1829 what the reality is you made a suggestion. It didn't go anywhere with the developer. You had  
1830 your opportunity. We're all trying to make it work. But the reality is, take the developer away,  
1831 what have you got? And what's going to be there? And who's going to want that property?  
1832 And so you're going to sit looking at it, and it's going to get even worse. So, again, I say,  
1833 succinctly stated by Councilwoman Fiore. She made a commitment to try to preserve property  
1834 values in the City of Las Vegas for everybody. It's not going to happen this way. And all I ask  
1835 for is get the lawyers out of the way and let us give it one full try more and have them step back  
1836 and just step away and let's not hear any more and give us that month. And if that fails at that  
1837 time, it's an up or a down. You look at it. You can pick it up to death. We will have our legal  
1838 staff in on this and everything. And if you can't, in the best interest of your clients, and, on the  
1839 other side of the coin, the best interest of your client, say, we're okay, we are going to step away  
1840 from this, let the process continue for 30 days, no more legal litigation, anything. We are willing,  
1841 we've put in two whole years, all of us together, to try and resolve this.

1842 And so I don't know who's going to take the leadership, and maybe it's not. But if in fact, and  
1843 listening to – Brad Jerbic, if you guys aren't going to step back, this is dead. This is dead. It's

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1844 finished. And then you have, what are you going to do with the land? Everybody, look to the  
1845 future. Who's going to want that piece of land?

1846

1847 **COUNCILMAN COFFIN**

1848 Your Honor, can I be heard for a moment?

1849

1850 **MAYOR GOODMAN**

1851 If you keep it brief, 'cause you've already had your five minutes.

1852

1853 **COUNCILMAN COFFIN**

1854 I will. Out of respect for you, and if you don't show your sign for at least a couple of minutes,  
1855 have you got it there? We have to be careful, I think, as a Council, to be – careful not to tell  
1856 people they cannot have legal representation. Let me step back and say that again. We have to be  
1857 really careful not to, as a Council, speaking from the chair here, say that people should not have  
1858 legal representation, because that's in essence what it boils down to.

1859

1860 **MAYOR GOODMAN**

1861 No. I'm not saying that.

1862

1863 **COUNCILMAN COFFIN**

1864 Well, that's what happens.

1865

1866 **MAYOR GOODMAN**

1867 I am saying take a breather for 30 days. Nothing is going to move. If I were a resident, they're  
1868 always my lawyers, and I'm always going to go to them.

1869

1870 **COUNCILMAN COFFIN**

1871 Well, we'd always like to kill all the lawyers, except for the ones that we trust.

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1872 **MAYOR GOODMAN**

1873 No. Don't misunderstand it, Councilman.

1874

1875 **COUNCILMAN COFFIN**

1876 Well, but here's the thing. You hire lawyers to speak for you because you can't speak for

1877 yourself. It is extremely complex. It's difficult. They are paid to articulate the law and also say

1878 what they wish in their best days they could say to us and they can't. And I think that's why –

1879

1880 **MAYOR GOODMAN**

1881 Yes, they have said it.

1882

1883 **COUNCILMAN COFFIN**

1884 So it's the people –

1885

1886 **MAYOR GOODMAN**

1887 The lawyers have said it again and again and again.

1888

1889 **COUNCILMAN COFFIN**

1890 The people are speaking through their lawyers.

1891

1892 **MAYOR GOODMAN**

1893 Yes, and they have been, for two years.

1894

1895 **COUNCILMAN COFFIN**

1896 Just as Oscar did for many years.

1897

1898 **MAYOR GOODMAN**

1899 No –. For two years, both sides, legal staff have been telling us all the legal points. We

1900 understand them. I know Councilwoman would love some more time, because maybe she doesn't

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1901 have the amount of information that Councilman Seroka has. But the reality is everybody's  
1902 entitled to legal advice and should have it, but the reality is we're asking for a breather right now,  
1903 no more need for money, no more using money. Let's concentrate on this. And at the end of 30  
1904 days, if we haven't got there, then goodbye and you're left with your vacant piece of land and  
1905 wait for a developer to come. And thank you for your comments, Councilwoman.

1906

1907 **COUNCILWOMAN FIORE**

1908 Thank you.

1909

1910 **MAYOR GOODMAN**

1911 Okay.

1912

1913 **COUNCILWOMAN FIORE**

1914 And I just, in that 30 days, I look forward to our brilliant, quote, brilliant staff, Planning, helping  
1915 make both sides happy.

1916

1917 **MAYOR GOODMAN**

1918 Microphone, please, and name.

1919

1920 **TODD BICE**

1921 Todd Bice, representing several of the homeowners, including Mr. Binion and others. Here are  
1922 some items that Mr. Schreck wanted to put into the record just so that we would have them in.

1923 Thank you.

1924

1925 **MAYOR GOODMAN**

1926 Thank you.

1927

1928 **TODD BICE**

1929 Mayor, I'm – obviously one of those meddlesome lawyers –

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1930 **MAYOR GOODMAN**

1931 Yes, you are.

1932

1933 **TODD BICE**

1934 – in this process. So, because I've not had the opportunity to speak to Councilwoman Fiore about  
1935 this or – to Councilman Seroka, Mayor, your proposal for 30 days in isolation is not an  
1936 unreasonable request, just like Councilwoman Fiore's request for about 30 days in isolation is not  
1937 in any way unreasonable. Let me tell you part of the problem, though, because things aren't in  
1938 isolation. That's not the way that the world really works.

1939 We have existing litigation in this case. We actually have the developer, because the developer  
1940 has been unsuccessful in trying to get some of that litigation dismissed, the developer's pushing  
1941 for trial dates, while at the same time, and I'm not trying to cast any dispersions on anyone, we  
1942 have a lot of discovery that hasn't been done and that hasn't been complied with, in my view. The  
1943 developer wants a trial date in September, but at the same time, the developer hasn't, we're going  
1944 to be having some issues about discovery.

1945 So asking us to stand down for 30 days while the developer is trying to take advantage of the  
1946 schedule in the court system is, will not work. It is unacceptable to us. We are prejudiced by that.  
1947 So if the developer is saying, the developer is saying, listen, the trial date doesn't matter to me  
1948 now, and I don't know what 30 days gets you, myself. I mean, it seems to me if you're really  
1949 looking for time, you have to be looking for more, something like 60 to 90 –

1950

1951 **COUNCILWOMAN FIORE**

1952 Your Honor, may I address that?

1953

1954 **TODD BICE**

1955 But what I'm telling you is from a litigation standpoint, and I think Brad, you know, the City  
1956 Attorney is knowledgeable about this process, there simply is no time for a 30-day, even a 30-  
1957 day delay.

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1958 **MAYOR GOODMAN**

1959 Okay –, Mr. Bice. Thank you. I mean that's really strong information that I couldn't possibly, and  
1960 I don't know anybody else who's a lawyer here, we would have to ask for Mr. Jerbic's input there  
1961 as a point of clarification for us, and then Councilwoman wanted to make a comment. If you  
1962 would (inaudible) –

1963

1964 **BRAD JERBIC**

1965 The comment, Mr. Bice is right, if there is a trial date set and the discovery that hasn't been  
1966 conducted directly relates to that trial, then it seems that the trial would have to be moved, too,  
1967 for that 30 days to work.

1968

1969 **TODD BICE**

1970 It absolutely would. And – I have no idea about the court schedule. And, again, there's a lot of  
1971 work to be done between now and what the developer wants as a trial date at the end of  
1972 September. I don't even know that that's going to work in light of some recent disclosures. But,  
1973 all I can tell you is it's certainly not going to work if – the Mayor asking us or Councilwoman  
1974 Fiore asking us to stand down and sit on our hands for 30 days. That will not work.

1975

1976 **COUNCILWOMAN FIORE**

1977 That's, okay. So can I do the comment now, Your Honor?

1978

1979 **MAYOR GOODMAN**

1980 Yes, certainly.

1981

1982 **COUNCILWOMAN FIORE**

1983 So isolation is not what my Mayor said, first off. Second off, we're asking for 30 days so our  
1984 Planning folks and our staff can work on a better agreement and come up with a better  
1985 development plan to make everyone happy. I personally don't know about the – contractor's  
1986 court schedule or your court schedule. That has nothing to do with it.

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1987     What I am concerned with is keeping those value (sic) in property up and making sure that the  
1988     contractor doesn't walk away so we just have dead grass and dead animals.

1989

1990     **TODD BICE**

1991     Well, I think —

1992

1993     **COUNCILWOMAN FIORE**

1994     So no isolation was said by my Mayor, number one. And number two, we're asking for 30 days  
1995     so we can work together with the developer and the residents a little bit more, because I'm  
1996     getting mixed – signals from our residents.

1997

1998     **TODD BICE**

1999     Councilwoman –, I think I might have been, yeah, I either wasn't articulate. We were actually  
2000     asked by, before the meeting started, I wasn't, I didn't speak to the Mayor personally, I spoke to  
2001     the City Attorney, who asked me to agree to hold the litigation in abeyance for at least 30 days.

2002

2003     **MAYOR GOODMAN**

2004     Correct.

2005

2006     **TODD BICE**

2007     And that was a request that came to me from Mr. Jerbic, through the, or from the Mayor, through  
2008     Mr. Jerbic, to me.

2009

2010     **MAYOR GOODMAN**

2011     Correct.



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2012 **TODD BICE**

2013 So when I say, in isolation, that 30 days, I'm – not trying to be disrespectful to anyone. I'm just  
2014 informing, and I don't think the Mayor even knew that about the court schedule. So that's the  
2015 reason why we're – here saying, Madame Mayor, I can't accommodate her request.  
2016 I would normally, I have a great deal of respect for the Mayor, as I do for all of these Council  
2017 members, and the City Attorney and I have known each other for 20, plus, years, that type of a  
2018 request would ordinarily be granted by me at the drop of a hat, because, I, and I even said that to  
2019 – the City Attorney. But it can't be on these circumstances because of the schedule and the  
2020 developer's insistence upon a particular trial date. It's just —

2021

2022 **MAYOR GOODMAN**

2023 Mr. Bice, could I ask you, I mean I should know this answer, but I don't.

2024

2025 **TODD BICE**

2026 Yes, Madame Mayor.

2027

2028 **MAYOR GOODMAN**

2029 In asking for a – change of date on that, on the hearing, or whatever the piece is, who does, who  
2030 makes that decision, just the judge themselves?

2031

2032 **TODD BICE**

2033 No.

2034

2035 **MAYOR GOODMAN**

2036 Or does it have to go through a process? I mean, if in fact you were in a position that you wanted  
2037 to, is it possible to pick up the phone, call the judge and say: We have an issue here. Can we  
2038 delay all of this an additional month? Is that a possibility or no?

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2039 **TODD BICE**

2040 I – have every expectation, I'd leave this to Mr. Jerbic to address it on behalf of the City. I have  
2041 every expectation that Judge Allf would do, essentially, if the parties stipulated that the trial date  
2042 would not happen before a certain date so that there could be a stand-down period, I – feel with  
2043 90, plus, degree confidence that Judge Allf would be happy to approve that, because, like you  
2044 Mayor, I'm sure a decision-maker, they're always happy to see a resolution, so that they don't  
2045 have to make a decision. It's just – the nature of the beast. All right. Judges are no different than  
2046 City Council members in that respect.

2047

2048 **MAYOR GOODMAN**

2049 So, my, thank you. In moving this, if it's possible, Mr. Jerbic, I mean is this, who would make a,  
2050 such, the phone call? Would it be Mr. Bice? Or – make this request of –

2051

2052 **BRAD JERBIC**

2053 First of all, let me say everything Mr. Bice said is correct. The –

2054

2055 **MAYOR GOODMAN**

2056 Thank you.

2057

2058 **BRAD JERBIC**

2059 Because, if – the trial is affected by the discovery, he is exactly correct, the trial would have to  
2060 be moved, too. I know that the City would agree to that. I believe Mr. Bice would agree with  
2061 that. What we would typically do is just a stipulation written, submit it to the court, ask that the  
2062 trial date be moved. But there's, that's – two of the three players here. The third player is sitting  
2063 in the audience, and, so, I didn't mean to put anybody on the spot. That's, it's gonna require all  
2064 three parties to agree to that, Your Honor.

2065

2066 **TODD BICE**

2067 So, I had other things to say, Mayor, but I know you have heard them.

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2068   **MAYOR GOODMAN**

2069   Thank you. Bless you.

2070

2071   **TODD BICE**

2072   And I'll – leave it to others, including Mr. Buckley, to address some of the other points.

2073

2074   **MAYOR GOODMAN**

2075   Thank you.

2076

2077   **TODD BICE**

2078   So, unless you have further questions for me –

2079

2080   **MAYOR GOODMAN**

2081   Well, the only question I would have –

2082

2083   **TODD BICE**

2084   Yes, Ma'am.

2085

2086   **MAYOR GOODMAN**

2087   You know, give me an inch, and I want five inches, and then I want more than that. Now that

2088   that little possibility is out there to move the date, who do we need to ask if they would be in

2089   agreement to that?

2090

2091   **BRAD JERBIC**

2092   The Applicant.

2093

2094   **MAYOR GOODMAN**

2095   The applicant.

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2096 **TODD BICE**

2097 Yes, Ma'am.

2098

2099 **MAYOR GOODMAN**

2100 Does the applicant , you would agree, you and your –

2101

2102 **TODD BICE**

2103 Let me just confer, but —

2104

2105 **MAYOR GOODMAN**

2106 Okay. And then would you come back and let us know if you would agree.

2107

2108 **TODD BICE**

2109 I would.

2110

2111 **MAYOR GOODMAN**

2112 And then. Yes, Sir. Your name, please. You've been very patient. Thank you.

2113

2114 **DINO REYNOSA**

2115 Madame Mayor, Council members, first of all, I want to say, I'm not a lawyer.

2116

2117 **MAYOR GOODMAN**

2118 Thank God –. We're surrounded by them. And your name, Sir, please.

2119

2120 **DINO REYNOSA**

2121 My name is Dino Reynosa. I represent Seven Maksin. He is the CEO of Moonbeam Capital

2122 Investments. We own 14 million square feet of commercial, retail, and luxury properties across

2123 the U.S. We're also the indoor largest malls (sic).

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2124 **MAYOR GOODMAN**

2125 You want to invest downtown?

2126

2127 **DINO REYNOSA**

2128 We're trying, for the right price.

2129

2130 **MAYOR GOODMAN**

2131 Okay. Where is Bill Arent?

2132

2133 **DINO REYNOSA**

2134 Mr. Maksin is a – resident of Queens, One Queensridge Place. We own two suites there. We own  
2135 a suite on Tower Two, and we also own the penthouse at the very top, which is called The  
2136 Crown Jewel. It's the biggest one there. And so with that being said, we can honestly say that we  
2137 have a bird's eye view of the entire dried, dead golf course.

2138 And, honestly, when you walk out to that terrace, that's one of the first things we see. So, it's – an  
2139 eyesore. You know, it's a very (sic) concern for us. And being one of the bigger owners of that  
2140 tower, I'm here today to let you know that we fully stand by 100 percent for this developer,  
2141 because us being developers ourselves, I'm also involved in developments across the U.S., and  
2142 we know the process.

2143 So, anything to beautify, to enhance, to increase, to – enhance that – community and that  
2144 particular property is going to enhance us and our property value. I want to thank Councilwoman  
2145 Fiore for looking out for us, because I feel like you're talking to us. You know, we're, it's a big  
2146 concern to us. So, I just want to let you know that we're here to stand by 100 percent for this  
2147 developer and hope that you guys will consider approving this, and looking forward to what's  
2148 going to happen in that property. Thank you.

2149

2150 **MAYOR GOODMAN**

2151 Thank you. Will you be sure to call the Mayor's office and come see me about downtown  
2152 development?

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2153 **DINO REYNOSA**

2154 I will. I definitely will.

2155

2156 **MAYOR GOODMAN**

2157 Thank you.

2158

2159 **DINO REYNOSA**

2160 Thank you.

2161

2162 **MICHAEL BUCKLEY**

2163 Good afternoon, Mayor and Council people. My name is Michael Buckley, 300 South 4th Street.

2164 I have some documents that I want to put in the record, some analysis. One also is a copy of the

2165 Regional Open Space Plan that was approved by the Southern Nevada Regional Planning

2166 Commission in July 2006, which addresses washes, natural washes. And also, I – found this,

2167 which I thought was interesting. Down in Naples, Florida, there was a concern because of this is

2168 happening to other golf courses. And, as you know, this is not just the Badlands, this is other

2169 places in Las Vegas and – Henderson as well.

2170 In – Naples, the Board of County Commissioners put a six-month moratorium on any

2171 conversions until they studied it, and they actually came up with a separate ordinance to deal

2172 with golf course conversion. So there's just an article about this, and there was an actual

2173 ordinance adopted in Collier County.

2174 Let me, my points are a couple things. Number one is I don't think 30 days gets you anywhere,

2175 because you still need a general plan amendment. And this City Council, you will remember,

2176 actually the developer withdrew their General Plan Amendment last November without

2177 prejudice, and the City Council also denied a general plan amendment back in June for the 166

2178 acres. So, actually, under the City Code, you can't come back for another general plan

2179 amendment for another year after a denial.

2180 But, anyway, I think the 30 days without a –, an acknowledgement that you need a general plan

2181 amendment, it doesn't – work. Mr. Kaempfer mentioned comparable and compatibility, but you,

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2182 that's really irrelevant, unless you have the general plan amendment. This – property is PR-OS,  
2183 as – it's been said.

2184 And, I think, one of the things, the City Council, the staff says, well, this is compliant because it  
2185 is a walkable community. What that really, I mean, walkable is something that can be created.  
2186 What this proposed Development Agreement is doing is wiping out a natural wash area. It is a,  
2187 an arroyo. There are policies in the City Master Plan. The – actual, the design of Queensridge,  
2188 according to the Master Plan, the design of the golf course has been instrumental in preserving  
2189 the natural character of the land and controlling drainage through the property.

2190 In the Conservation Element of the City Master Plan, the City should continue to work with  
2191 CCRFCD developers and other entities to ensure that natural washes are preserved and that  
2192 drainage facilities are utilized as recreational and/or conservation areas where feasible. None of  
2193 that is in this. This doesn't even acknowledge the fact that this is a natural drainage area.

2194 And not only does the Development Agreement permit, authorize 2,000 residential units within  
2195 this area, that has been there since, as Councilman Coffin said, one of our first meetings since  
2196 before Columbus, the development agreement actually permits the developer to pull grub and  
2197 clearing permits and demolition permits right now, as soon as this is done, before there is  
2198 approval of the master traffic study, before approval of the master sewer study, before approval  
2199 of the master drainage study. This not only violates the Master Plan, but that's dangerous in a  
2200 flood zone.

2201 I think the other thing that, one that I, being a lawyer, had to go back and look at this again,  
2202 because one of the things that was, has been threatened, realistically, is that this is an R-PD7  
2203 zone, and, therefore, they can build what, they can build seven and a half units per acre.

2204 According to the Univer', the Development Code, the City's Development Code, new  
2205 development under the R-PD District is not favored and will not be available under this Code.

2206 That's the current code. So, if they – want to develop under R-PD7, according to the Code, that's  
2207 not possible.

2208 A couple things on the, another thing, I wanted to mention –

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2209 **MAYOR GOODMAN**

2210 If I might, I'm gonna ask Mr. Summerfield to respond to that statement, please, while it's still  
2211 hot.

2212

2213 **ROBERT SUMMERFIELD**

2214 Your Honor, just to be clear, in – 2011, when we adopted the Unified Development Code, we did  
2215 retire the R-PD as a new Zoning District. Any existing R-PDs maintain their entitlements and  
2216 their rights to whatever development they were approved at when they were originally zoned. So  
2217 that – change in 2011 does not affect the zoning on this particular location.

2218

2219 **MAYOR GOODMAN**

2220 Thank you.

2221

2222 **MICHAEL BUCKLEY**

2223 Well, and of course, the other provision you may want to address as well, and that is, under the  
2224 same – part of the Development Code, it says that single-family and multi-family residential and  
2225 supporting uses are permitted in the R-PD District to the extent they are determined by the  
2226 director to be consistent with the density approved for the District and are compatible. So they,  
2227 that has to go, that goes back to the 4,297 units, and that, again, is in the R-PD area.

2228 Another thing I feel a need to point out is that this will not sit for 5 or 10 years. There are lenders  
2229 who have loans against this property. We've all seen how that works. Sometimes a lender comes  
2230 along, forecloses on property, and sells this to a new developer, and that developer can do  
2231 something with the property. We saw that with the JW Marriott. The, okay.

2232

2233 **MAYOR GOODMAN**

2234 That is exactly my point, and that is very disturbing to me.



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2235 **MICHAEL BUCKLEY**

2236 But they don't sit around and wait. They're not going to wait 5 or 10 years for this property.

2237 They're gonna do something, because they've got actual money in there.

2238

2239 **MAYOR GOODMAN**

2240 I would hope from your mouth to God's ears, but I am very, very concerned that this is gonna sit

2241 because of all the issues that are involved in this at this point. So, I mean, that is my worry. And

2242 I think, again, to Councilwoman Fiore, she nailed it with talking about preserving the interests of

2243 the residents and the property values as this, as the developer walks away. You're not gonna get a

2244 line of people coming in here.

2245

2246 **MICHAEL BUCKLEY**

2247 Well, lenders are also interested in preserving the value, too.

2248

2249 **MAYOR GOODMAN**

2250 Well, they would be, but they wanna get their money out of it and get out of it, which leaves you

2251 the land as it is. It's very, very, very, very disturbing.

2252

2253 **MICHAEL BUCKLEY**

2254 One of the things that I – wanna go through a little bit is some of the provisions of the

2255 Development Agreement itself. First of all, I think George Garcia mentioned about the DINA.

2256 The Skye Canyon Development Agreement actually has the DINA attached to the Development

2257 Agreement. This does not. It's not referenced at all.

2258

2259 **COUNCILMAN COFFIN**

2260 What does DINA mean?

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2261 **MICHAEL BUCKLEY**

2262 That's the, where's George? It's the – document that you have to file when you are developing  
2263 500 units or more. It's a requirement, it's a statutory requirement. Sorry.

2264

2265 **DOUG RANKIN**

2266 Yeah, it's – a Development Impact Needs Assessment. Those are required on any, certain  
2267 developments. It allows other entities to be noticed, like the School District and the Water  
2268 District and the Health District, so that they can comment on large developments of projects of  
2269 regional significance required by state law.

2270

2271 **MAYOR GOODMAN**

2272 And as, what I understand, we've had School District input and the Water District. We've had  
2273 those. But the developer, going along with certain other pieces, still has to resolve those.

2274

2275 **DOUG RANKIN**

2276 But it also goes to Clark County. It goes to 17 –, I believe, 17 other entities get to comment,  
2277 including the Flood Control District, which is important here. They haven't had a chance to look  
2278 at this yet. That's what a Development Impact Notification Assessment does.

2279

2280 **MICHAEL BUCKLEY**

2281 Thanks. The, one of the things that I commented at – an earlier meeting was the discretion of the  
2282 developer. And certainly the Development Agreement, like Skye Canyon, the discretion of the  
2283 developer to build the actual development, but as in Skye Canyon, there's actually milestones for  
2284 what the City is getting out of it.

2285

2286 **MAYOR GOODMAN**

2287 But Skye Canyon is 1800, new acreage with; this is infill.

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2288 **MICHAEL BUCKLEY**

2289 They have, Skye Canyon has less discretion under their development agreement than this  
2290 developer does.

2291

2292 **MAYOR GOODMAN**

2293 But it's all new area up in the northwest and a whole new project, and this is infill in area that is  
2294 already surrounded by everything.

2295

2296 **MICHAEL BUCKLEY**

2297 Well, I think you would find people to disagree with the term infill, because this is actually a  
2298 developed, piece of property. It wouldn't really be called infill. But —

2299

2300 **MAYOR GOODMAN**

2301 Okay. I mean, pardon the term. There has to be a real estate term that I'm unfamiliar with. The  
2302 reality, I go back to the same thing, the developer walks, whata (sic) you got?

2303

2304 **MICHAEL BUCKLEY**

2305 Well, I think —

2306

2307 **MAYOR GOODMAN**

2308 That's all I care about. this is just, we're on the cusp of hopefully trying to get this to pull out and  
2309 get it moving forward and create something wonderful if, in fact, the facts are real. And,  
2310 otherwise, I am very concerned. There's not a person that lives out in that, what was a beautiful  
2311 area that can sit and hold their breaths for the next developer to come in there. And so, all the  
2312 things, if you've said you've submitted them, they are a matter of record, Mr. Buckley, and we  
2313 appreciate it.

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2314 **MICHAEL BUCKLEY**

2315 The, one of the things, Your Honor, the, that is not even addressed in the Development  
2316 Agreement is the vacation of the easement. That is something, and – it seems to me that the  
2317 easement, which is down the middle of the golf course, which is public easement recorded when  
2318 this was built, the Queensridge folks are beneficiaries of that easement. That's not addressed at  
2319 all in this.

2320 The, but, I think –, you know, I think, one of the things that jumps out at you in this development  
2321 agreement is a developer comes in and says: I'm – going to get this for 20 years. I'm going to  
2322 have the right to develop this. I'm entitled for 20 years.

2323 What the tradeoff usually is, is the City says: Well, I want X, Y and Z. There's no X, Y and Z  
2324 here. There are access roads to this community, but there is nothing really that the City is getting  
2325 out of this –, as somebody's mentioned.

2326

2327 **MAYOR GOODMAN**

2328 Well, and I do think a lot of that has to do with the fact we're trying to get the two sides together,  
2329 and then that would be part of that movement. But the reality is that if, in fact, we could get the  
2330 sides together, then hopefully with the give and take, the residents will get behind we want to  
2331 move this forward, where are the areas that we can help on easements, on different things, so it  
2332 becomes one unified vision for the entire property, maintaining the property value of the owners  
2333 of the properties that live out there in Queensridge. And if, in fact, it doesn't work, it doesn't  
2334 work, and that's what I am hearing loud and clear. It's not gonna work, and so the developer is  
2335 gone. And – then whata (sic) you have?

2336

2337 **MICHAEL BUCKLEY**

2338 I think, just to conclude, Your Honor, I think, I –, from what I hear, there isn't this thing that it's  
2339 not gonna work. What I hear is that it has to be the right process, and so far there has not been  
2340 the right process. There needs to be a general plan amendment and a major modification, and  
2341 there are processes for that to work. And -

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2342 **MAYOR GOODMAN**

2343 That's good.

2344

2345 **MICHAEL BUCKLEY**

2346 – I'll conclude with that. Thank you.

2347

2348 **MAYOR GOODMAN**

2349 No, but that was wonderful, because those are the pieces, gently said, without all fire and  
2350 passion, and things, that those are the pieces. How do we deal with that, to have it move forward,  
2351 if we ever get these 30 days of peace and quiet to try and get one last hurrah going here before it  
2352 becomes an immovable object, and it's just left as is?

2353

2354 **MICHAEL BUCKLEY**

2355 But unless the process is right, you're still gonna have that objection.

2356

2357 **MAYOR GOODMAN**

2358 That was very nice. So, please tell Mr. Jerbic, there. Thank you.

2359

2360 **PETER LOWENSTEIN**

2361 Madame Mayor, just for a point of clarification. The Unified Development –

2362

2363 **MAYOR GOODMAN**

2364 And you are?

2365

2366 **PETER LOWENSTEIN**

2367 This is Peter Lowenstein, the Planning Department. The Unified Development Code has a  
2368 general provision in its Application sections, which address the Development Impact Needs  
2369 Assessment as well as projects of regional significance. They are distinctly different. One is  
2370 governed by NRS and has certain thresholds, which this does not meet, and the other one is a

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2371 project of regional significance, which then defers to the Definition section of our Code, which  
2372 also is wrapped up with the language of unless a general plan amendment rezoning or mapping  
2373 action would exceed the unit threshold, the Development Agreement is neither of those  
2374 applications.

2375

2376 **MAYOR GOODMAN**

2377 Thank you. Important information.

2378

2379 **SHAUNA HUGHES**

2380 Hi, Mayor, members of the Council, Shauna Hughes, 1210 South Valley View, Suite 208. I  
2381 represent the Queensridge HOA and have a very few (sic) brief comments. I appreciate what  
2382 you're trying to do, I do. And as you know, as I've stated it before, I believe there is a deal to be  
2383 made. I have always believed there's a deal to be made. And – although I am an extraordinarily  
2384 patient woman, normally, I'm kind of out at this point with patience, because I have gone to  
2385 meeting after meeting after meeting at your direction, actually, and no progress was made.

2386

2387 **MAYOR GOODMAN**

2388 And we do thank you. We do thank you.

2389

2390 **SHAUNA HUGHES**

2391 And no progress was made. And I had hope of, had high hopes, actually, that progress would get  
2392 made, but it didn't. So, I'm never gonna say never. I would never walk away from a negotiation,  
2393 but it's been a frustrating experience to this point. And – there's one key factor here that we  
2394 almost gloss over, and I wanna focus back on it, and that issue is density.

2395 I'm gonna give you just a couple of numbers to put into – perspective my issue on density. The  
2396 Orchestra Village, which is the project you approved not too long ago, adds 435 multi-family  
2397 units on 17.49 acres, for a density of 24.87. Queensridge Tower, the new, the one that's not built  
2398 yet, has an entitlement to 385 units on 19.7 acres for a zoning designation of 19.54. Tivoli has

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2399 apartments, 300 approved on 28.43 acres, which is a density of 10.55. Calida just recently got  
2400 approved across the street for 360 multi-family units on 15 acres, for a density of 23.08.  
2401 What this developer is asking for just, and I'm trying not to bore everybody to sleep here, but  
2402 there's some context I think that's necessary, they're asking for 1,684 additional multi-family  
2403 units on 47.58 acres, for a density of 35.39. That is not compatible or even close to the next  
2404 lowest density down at 24; 35.39 multi-family units per acre is what is being asked for. That has  
2405 been the problem from day one. That continues to be the problem today, and it is the problem  
2406 that was not addressed in any of the negotiations that I personally attended when the unit count  
2407 was that, basically, just not open for discussion.

2408 And I know from my conversations with Brad that he has attempted to push the limit on  
2409 lowering the multi-family unit count and, to no success. Actually, just the answer is no. Well,  
2410 what kind of a negotiation is that? This is our concern and this is why. Not, we're not concerned  
2411 out of the blue; we're concerned because it doesn't go with anything in this area at all.  
2412 Plus, right now, you've got 1,480 multi-family units in that area approved. Adding 1684 leaves  
2413 us with 3,164 additional multi-family units in a very, very small area of property. That is a  
2414 ridiculously large number of multi-family units for, not only for this area, honestly, for any area.  
2415 And – as much as I would love to keep working on this for 30 days, and I will from the beach,  
2416 however, we've got, we can't, I just can't, I can't continue charging my clients to go to a meeting  
2417 where I say, again, the multi-family unit count is excessive, to be told, too bad, we have to have  
2418 it. This is not my idea, I don't think anybody's idea of good faith negotiations. And I'm not  
2419 accusing anybody of not acting in good faith, I'm just trying to put out my frustration about what  
2420 has not occurred to date.

2421 There are portions of the proposal that people do like, that people could embrace. There are  
2422 portions that, with some more detail, might be embraceable. These numbers are never  
2423 embraceable. They're impossible to embrace at this level. It'll change the entire character and  
2424 community of that neighborhood, and the surrounding neighborhood, for that matter. To say  
2425 nothing of what it will do to the schools. The traffic will be a nightmare. And I know the going  
2426 theory is throw some money at it, we can fix the streets. But there's no money to throw, and the  
2427 money that needs to be thrown is not being required of the developer who's creating the need.

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2428 This business of not getting the Water District easement and that having been known for a year  
2429 and without it your own traffic people say this Development Area 2 and 3 can't be built, what has  
2430 this been about? What kind of game has that been? It feels very, very, it feels very problematic to  
2431 me. And I'm not gonna, even though I'm a lawyer, I hate to admit it at this particular meeting,  
2432 but, I'm not gonna go over the procedural details, which are legend, honestly.

2433

2434 **MAYOR GOODMAN**

2435 Thank you.

2436

2437 **SHAUNA HUGHES**

2438 But I'm telling you —

2439

2440 **MAYOR GOODMAN**

2441 We do thank you for working, and I know you've done it genuinely and selflessly of time too,  
2442 and we're very grateful for that.

2443

2444 **SHAUNA HUGHES**

2445 Well, only because I really thought, and I continue to think, there is a wonderful opportunity  
2446 here. But throwing 1684 apartments into this existing Queensridge is not the answer, and it's  
2447 never gonna be the answer. So, if there isn't a legitimate basis upon which to discuss that, I don't  
2448 know where we go.

2449

2450 **MAYOR GOODMAN**

2451 Thank you. There's a point of clarification. Councilwoman Fiore.

2452

2453 **COUNCILWOMAN FIORE**

2454 Yes. So, as we go back and forth and as I hear the attorneys talk about how our staff doesn't  
2455 know what they're talking about, I also am hearing that the flood, I want the point of clarification  
2456 on the flood zoning, because, as people watch the City of Las Vegas City Council and they're



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2457 thinking, oh my God, this contractor is gonna build in a flood zone. Can you clarify that last  
2458 statement? Because I believe they have to go through a big process and get approved.

2459

2460 **BART ANDERSON**

2461 Yes, Mayor, through you, Bart Anderson, Public Works. No construction can occur in a FEMA  
2462 flood zone without first applying to FEMA for what's called a letter of map revision to have that  
2463 area removed from the flood zone.

2464 Beyond that, any drainage easement, whether it's FEMA or not, if the City owns a drainage  
2465 easement, you can't put any structures, any habitable structures of any kind in it without first  
2466 vacating that easement, and in order to do that, you have to have a drainage study showing where  
2467 the water is going and what you're gonna do with it.

2468 We do have requirements in the Development Agreement that they do those things before any  
2469 construction activities can happen. So, I guess I'm a little bit at issue with what was said, that  
2470 they could go and build in a – drainage easement. They can't.

2471

2472 **MAYOR GOODMAN**

2473 Cannot. Thank you.

2474

2475 **SHAUNA HUGHES**

2476 Thank you, Mayor.

2477

2478 **MAYOR GOODMAN**

2479 Thank you so much.

2480

2481 **FRANK PANKRATZ**

2482 Mayor, Frank Pankratz, 9103, Number 801, Alta Drive. It's really hard to sit here. The staff had  
2483 worked for two and a half years, meeting with us weekly to come up with the agreement. The  
2484 neighbors didn't like it. We got their input. Mr. Jerbic, Mr. Perrigo met with the neighbors. They  
2485 came back. We made changes, changes, changes. We went through Mr. Buckley's 40, plus 41

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2486 comments, after Mr. Jerbic and his team went through them. And, the ones that needed to be  
2487 changed that were appropriate, we changed the Development Agreement. And the ones that  
2488 weren't appropriate, there were some that were in there that were irrelevant, things like we hear  
2489 the numbers that Shauna Hughes just mentioned. They're wrong. And we've corrected her in the  
2490 past, and I've sent her sheets. I tabulated and I showed her what the densities are and aren't. Here,  
2491 today, she stands before you and gives you incorrect information.  
2492 We hear the traffic study hasn't been approved. We have an approved traffic study. The City  
2493 worked really hard at it. It wasn't just the professional engineers, the G.C. Wallace Engineering,  
2494 that licenses were on the line when they prepared the traffic study. It – was turned over to the  
2495 City. The City gave it to Parsons Brinckerhoff, who had done, in 2006, the Rampart Corridor  
2496 Traffic Study, and Parsons Brinckerhoff were satisfied with it. Then, the City staff, with their  
2497 profession on the line, reviewed the traffic study and approved it when we were at 3,080 units.  
2498 Today, we're at – much less. So, if it worked for 3,080, we know we've got some work left to do.  
2499 But, here's why we're in the problem. We keep, repeatedly, in front of you and the Planning  
2500 Commission and staff, all these incorrect pieces of information when we've previously pointed it  
2501 out and pointed it out to these folks, and, it's just not right, and it's not fair. Thank you.

2502

2503 **MAYOR GOODMAN**

2504 Thank you so much. You've been waiting patiently. Please do say your name for the record, and  
2505 welcome back.

2506

2507 **RAYMOND FLETCHER**

2508 Good afternoon, Mayor, members of the Council. Mayor Goodman, your passion –

2509

2510 **MAYOR GOODMAN**

2511 Your name.

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2512 **RAYMOND FLETCHER**

2513 I'm sorry. I'm used to you all knowing me. Raymond Fletcher, for the record. How you doing,  
2514 Councilman?

2515

2516 **MAYOR GOODMAN**

2517 He's been teaching. Yes, Sir.

2518

2519 **RAYMOND FLETCHER**

2520 Your passion, I was sittin' in the back, just chilling. Councilman Anthony caught me playing  
2521 golf earlier. But your passion is what caused me to come up here, your – drive to get something  
2522 done. And Yes, Sir. it reminds me of why I got involved in politics, why I got my degree. Now,  
2523 I'm gonna go in a different direction here than everybody else that's been coming up.  
2524 From what I've ascertained, is you need some kind of amendment to a plan that exists. So, you,  
2525 what I've also heard is people claiming, I don't know if it's factual or not, but staff has been  
2526 providing you and the Council members inaccurate or false information. If that is correct, and it's  
2527 causing us to go into litigation, as a taxpayer, I don't want my tax money paying for another  
2528 lawsuit. We have enough of those already today. What my suggestion would be is this. If we  
2529 truly need to get some kind of amendment going from a City 2020 Plan, let's start there. That'd  
2530 be my first step.

2531 Secondly, who turned the water off? Why does it look like a desert? Maybe you need to cast  
2532 blame there.

2533 Thirdly, who, what do the residents of this community want? Ma'am, can I come into your home  
2534 and tell you what to do with your living room? Absolutely not.

2535

2536 **MAYOR GOODMAN**

2537 I would hate it.

2538

2539 **RAYMOND FLETCHER**

2540 And I would never disrespect you as such.

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2541 **MAYOR GOODMAN**

2542 Thank you.

2543

2544 **RAYMOND FLETCHER**

2545 Much like we shouldn't have somebody coming into our neighborhood, our community dictating  
2546 what these people have, what they want.

2547 And, finally, if I disparaged you or anybody on the Council, calling them an anti-Semite, or  
2548 anything like that, I, as a human being, could not in clear conscience work with someone like  
2549 that. Because if I disagree with you and you're gonna start calling me names, what happens when  
2550 Councilwoman Fiore disagrees with me? What happens when Councilman Barlow disagrees  
2551 with me? What happens when Mayor Pro Tem Tarkanian disagrees with me?

2552 Are we gonna start calling each other names? Are we two years old? We're adults for crying out  
2553 loud. And to have people like this in our community, setting the example like this for our kids?  
2554 So these are grown adults. These are planners. These are people that come develop our  
2555 community, and they're gonna call our elected officials names. They're gonna start smear  
2556 campaigns, because they're gonna not agree with the position, because you may have changed  
2557 what you said today from what you said last week.

2558 Now, I – am –, sincerely, I am a common-sense guy, and, with all these lawyers, with everything  
2559 going on, the two years, the water being shut off, the people being forced to take something they  
2560 don't want, and I know you're not gonna like this because it's been two years, but why not start  
2561 on page one?

2562 Get the plan in place that you need. Get your guidelines in place that you need. Get your  
2563 ordinances in place that need to be in place prior to, and then let's not go into a community and  
2564 dictate what they need. Let's ask them: What would you like? This is our city, Ma'am. We need  
2565 to work together. We need to do a better job of working together. We need adults to come to the  
2566 table. We need people, as Councilwoman Fiore said, to get their egos out (sic) the way.

2567 Look, I'm a – guy, I'm only one of 150 people in the entire world. I could roll around angry as all  
2568 can be with the ignorant comments I get told every day, with the ignorant stares I get at the bus  
2569 stop, rolling up the street, whatever. I don't, I try to take that negativity, and okay, that person

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2570 just doesn't understand what it's like to be me. That person just doesn't understand the challenges  
2571 I'm going through. Okay, so maybe these people behind me don't know what the community  
2572 wants. Maybe they should ask them, instead of dictating what they want.  
2573 There's my suggestion to you, Madame Mayor. I know you want to move forward on this. And  
2574 like I said, I thank you for your passion.

2575

2576 **MAYOR GOODMAN**

2577 Thank you – as always.

2578

2579 **COUNCILWOMAN TARKANIAN**

2580 Madame Mayor?

2581

2582 **MAYOR GOODMAN**

2583 Yes, please, Mayor Pro Tem?

2584

2585 **COUNCILWOMAN TARKANIAN**

2586 Could I just, you know, what he said just brought to my mind what I've been thinking up here,  
2587 and that is why did you pull the work you were doing on the GPA? Was the GPA needed, Mr.  
2588 Jerbic?

2589

2590 **BRAD JERBIC**

2591 The Code requires that at some point in time there be an application to synchronize the zoning  
2592 with the General Plan. And they don't have to be necessarily simultaneous. But if you want them  
2593 to be, it could be. All we're saying is that I don't know, I can't remember why it was pulled in  
2594 November. The one that was denied in January, or whenever the 61 were denied, it could come  
2595 back, because it wouldn't be that same GPA. You could bring a GPA for the whole project back  
2596 anytime you wanted to.

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2597 **COUNCILWOMAN TARKANIAN**

2598 Well, this is what I'm wondering. It takes 90 days we were told today for a GPA, and I'm  
2599 thinking 90 days? How quickly we could have gone through that. And yet, this is really the key  
2600 point of one side of this issue. They don't have a GPA, so it wasn't started right, so it's not right,  
2601 and this goes over and over and over again. Why didn't they get the GPA?

2602

2603 **BRAD JERBIC**

2604 Let me turn to Mr. Perrigo as well. Please, Tom.

2605

2606 **COUNCILWOMAN TARKANIAN**

2607 I'm sorry, Sir. I just had that in my head.

2608

2609 **TOM PERRIGO**

2610 No. Thank you, Madame Mayor. So just, maybe a little bit of background. The Master Plan,  
2611 really is, has a few jobs. It establishes the vision for the future development of the City. It  
2612 establishes goals and objectives for how that vision will be carried out and the – community will  
2613 be developed. And it establishes land use designations, which set density. And that's really what  
2614 the Master Plan does.

2615 So, as the Code requires and as staff and Council always ask, that the zoning and land use be  
2616 consistent. In this case, the zoning district includes the density. The application was consistent  
2617 with the zoning and the density that's contained within – the zoning.

2618 So, this, and – overall in – this area, the original Master Plan, back in 1985, showed a residential  
2619 neighborhood development and service and general commercial. The zoning came along in  
2620 1990. In 1992, the plan was amended, and it showed open space that roughly followed where the  
2621 golf course was anticipated to be. And then in 2005, it was changed again to reflect where the  
2622 golf course is, and it was given PR-OS.

2623 So, with all that, sort of as background, the way that staff evaluated this, and I'll ask  
2624 Mr. Summerfield or Mr. Lowenstein to add to this as well, is that given the densities embedded  
2625 in the zoning, and given that the zoning has existed for a number of years, 27 years with that

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2626 density, that although, yes, as the Staff Report reflects, a general plan amendment is – something  
2627 that would be requested and that should come along to make the two consistent, as Mr. Jerbic  
2628 stated and as has been said repeatedly, the opinion of staff is that the applicant has a right to  
2629 come forward and request development under – the zoning.

2630

2631 **COUNCILWOMAN TARKANIAN**

2632 See, the question I have is that I've been hearing this GPA thing for months. For months. If  
2633 that's, if they brought that up, if this one side brought up the GPA situation early on, why didn't  
2634 the other side get the GPA thing? And why didn't we say, hey, you've got to get it eventually? So  
2635 why wouldn't they have gotten it early on? Am I missing something here?

2636

2637 **BRAD JERBIC**

2638 Yeah.

2639

2640 **COUNCILWOMAN TARKANIAN**

2641 Okay.

2642

2643 **BRAD JERBIC**

2644 I will tell you what I think is missing here. There are, obviously, different opinions that you've  
2645 heard. And – the real question is, I'm going to be really blunt. Do you trust your staff or not? The  
2646 Staff here has literally read the Code, gone through the Code, has literally interpreted it, I think,  
2647 right down the line. I think there are areas of the Code that are less than clear sometimes and  
2648 areas of the Code that I think Tom is exactly right. The zoning had been in place here for 27  
2649 years, so the Development Agreement goes forward. It's a desirable thing, a very desirable thing  
2650 to have the Master Plan, the General Plan, same thing, synchronized with the zoning, and they're  
2651 not in sync right now. And at some point in time, an application will come forward to  
2652 synchronize them. And you'll vote for it or you won't. But the fact is, if you didn't even have a  
2653 general plan amendment that synchronized the General Plan with the zoning, the zoning is still in  
2654 place, and it doesn't change a thing.

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2655 I think, to me, and this is my personal opinion, Councilwoman, this is a red-herring argument. I  
2656 do not think that this is dispositive of anything that's relevant to this Council, because I think  
2657 you're being asked, quite honestly, to be lawyers or judges and look at a legal case instead of a  
2658 development agreement.

2659 And I think the real question before you is: Is this development agreement something you think  
2660 is compatible with this neighborhood and is it good? And the rest of the stuff, when it comes to  
2661 the law and when it comes to planning, there, it will either be faith that staff has done their job or  
2662 not.

2663 But I think the real question for the Council is not to sit here as judges when it comes to the legal  
2664 issues. I think the real question here is to say: Did we get it right? Are the numbers right? Is the  
2665 density right? Are the setbacks right? If they're not, then don't vote for it.

2666

2667 **COUNCILWOMAN TARKANIAN**

2668 And, Mr. Jerbic, I'm not a lawyer, so I didn't take that as a legal issue so much. I'm – involved  
2669 with GPAs all the time, and we all are on this Council. So, I don't consider that in, necessarily  
2670 just with legal. I – it might be a legal thing, but it's where we make judgments and we make  
2671 recommendations. Are you telling me then the zoning for where the golf course is, that PD, what  
2672 is it?

2673

2674 **BRAD JERBIC**

2675 R-PD7.

2676

2677 **COUNCILWOMAN TARKANIAN**

2678 R-PD7, is, it's consistent with the number of units they would be having throughout? And I'm not  
2679 just talking in the area of the flood plains. I'm talking in the other.

2680

2681 **BRAD JERBIC**

2682 That's a planning issue, so I'm gonna let Tom answer that.



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2683 **TOM PERRIGO**

2684 The answer is, yes.

2685

2686 **COUNCILWOMAN TARKANIAN**

2687 So, it would be. That's the strangest thing, because, you know, as, and that's why I probably need  
2688 additional time in this. But as I read some of this, I – read that they were supposed to have a –  
2689 view, not necessarily what the law says you, you know, the vision, you have to have your, but,  
2690 it's what do you call it, space. And that's why I'm not quite understanding this. But I'll – be quiet  
2691 and try to learn.

2692

2693 **BRAD JERBIC**

2694 I'll add one final comment, and I think Mr. Bice will agree with this too –

2695

2696 **COUNCILWOMAN TARKANIAN**

2697 I'll just keep trying to learn, that's all.

2698

2699 **BRAD JERBIC**

2700 Don't, I wouldn't, in this discussion, say because lawyers say this or lawyers say this, even  
2701 myself, that doesn't mean that your discretion isn't involved in looking at whether or not this is a  
2702 good deal. That's ultimately what you're here for. If we did our job right as lawyers, it doesn't  
2703 mean it's a deal that you should approve.

2704 It means it's a deal that's up for your consideration because it meets legal requirements, and it  
2705 may meet also planning requirements. But there's nothing in any of my suggestions about general  
2706 plan amendments or anything else that says that controls your decision making, and you should  
2707 do it. If, that, it's, totally within your discretion. That's what you're here for.

2708

2709 **COUNCILWOMAN TARKANIAN**

2710 I also wanna say that I trust our staff, but I also disagree with them sometimes, because when  
2711 you talk about comparable and compatible, you know, issues come up. Even in my little ward

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2712 that doesn't have these grand things, we have things where that happens, where maybe certain  
2713 things don't go in certain places. So, those are things I think you have to consider.

2714

2715 **BRAD JERBIC**

2716 Yeah, and we agree, too. And I – will say I agree with Shauna and everybody else that has said  
2717 it, that's up to you to decide, not me, whether 2100 units is compatible with Queensridge.

2718

2719 **COUNCILWOMAN TARKANIAN**

2720 Right. Again, Mayor, if I just might add, please, that that's another reason why I – agree with  
2721 Councilwoman Fiore and the Mayor on needing additional time. Today is August 1st, 2<sup>nd</sup>; isn't  
2722 it? August 1st is when I finally – got something that gave me information that I knew was out  
2723 there someplace on the traffic problem, on the additional gateway in, and things along that line.  
2724 Plus, I got the large amount from Yohan's group. The Navy SEAL. I got, I couldn't read it all. It  
2725 was very finely done, and I was trying to read it. So that's why I agreed in the delay too. And I'm  
2726 done now, Mayor. And I apologize.

2727

2728 **MAYOR GOODMAN**

2729 No, thank you. I mean, we do have someone who has been a Navy SEAL. So kudos to you for  
2730 surviving that. Yes, please, your name?

2731

2732 **RICK KOST**

2733 My name is Rick Kost, 9813 Queen Charlotte. I live on the golf course. I've lived on it for 17  
2734 years. I have a view of three holes. It's brown now, but I still have my view. My property values  
2735 are more with a problem because somebody might live behind me, not because it's brown. My  
2736 view is excellent, pretty. It can stay brown. That's, and a lot of residents think that way.

2737

2738 **MAYOR GOODMAN**

2739 Good.

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2740 **RICK KOST**

2741 Because my view is maintained. The uncertainty on property values is, I'm gonna have a bunch  
2742 of homes living behind, and they don't know how many. That seems to be the question that  
2743 people ask, not because the water is turned off. Even though it's unsightly, on/off.

2744 But Mayor, I want to hold you to one thing you said a long time ago. When this meeting and this  
2745 all comes together that the HOA or the people living there get to vote on it, and you wanted a  
2746 high consensus, I remember 80, 85 percent coming off your list, I hold you to that. No matter  
2747 what we have, that the residents get to vote and give you, the people that live there, not the  
2748 different wards, not the different areas, but the people that live in Queensridge get to vote on  
2749 this, get their opinion.

2750 All of you have great opinions and weigh in, are concerned of property values and taxes, and  
2751 that, but the residents should vote. This is a development inside a development with its own  
2752 HOA. It's a strange bird that everybody's at odds with.

2753

2754 **MAYOR GOODMAN**

2755 Yes, (inaudible) –

2756

2757 **RICK KOST**

2758 But you said and everybody's trying to speak for us. I'm not a lawyer. I'm a resident that's been  
2759 there a long time. And I assure you there's a lot of different opinions. We're as diverse as this  
2760 Council is.

2761 But the one thing is true. I still have my view, and I'd like to keep that view as best I can or  
2762 minimize it, or at least have the opportunity to put a vote down as one person out of a thousand  
2763 and give my opinion, because that's really what I think you want in a final analysis, the people  
2764 that have to live with this development, not the ones building it, the ones that have to live there.

2765

2766 **MAYOR GOODMAN**

2767 Well, my hope is that with Councilman Seroka, that he would know your feelings, and that's  
2768 what we've all been inundated with emails, phone calls, visits. And so my sense is, but I keep

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2769 going back to the same issue, that you may not even have a significant vote, because the  
2770 developer may walk away. And then what you're left with, that is what's bothering me, and to go  
2771 again one more time, that's what I'm worried about. I mean, the ideal thing is to get everybody to  
2772 give the 15 percent and, but it doesn't sound like it's going to happen.

2773

2774 **RICK KOST**

2775 Right, and – I'd agree with you –

2776

2777 **MAYOR GOODMAN**

2778 It doesn't sound like it.

2779

2780 **RICK KOST**

2781 And – we appreciate your concern. It appears, we don't have that same concern.

2782

2783 **MAYOR GOODMAN**

2784 Well, I mean, I think it would be wonderful if we could get consensus from all the residents. I  
2785 don't know if there ever has been a survey, because we have found, and this is just through  
2786 conversation with either Mr. Perrigo or Mr. Jerbic, how often are you having a meeting that you  
2787 have new people continuing to come in, or somebody will come to one meeting, then miss the  
2788 next four and need to come back up to speed, have missed everything.

2789 And so, to me, to go ahead, I mean, you might be able to come up with different scenarios and  
2790 get that master list of residents and say: Do you wanna leave it as is? What if the developer  
2791 walks away from this? Is there a consensus among us that we can know that we will all pull  
2792 together for 85 percent of us? Because I don't think you have it. I don't think you have it on  
2793 anything. If you have a 50 percent consensus on something, I'd be shocked. So, but thank you –  
2794 Okay. You have the answer, Mr. Bice.

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2795 **TODD BICE**

2796 I do –, Mayor. So, in respect of your request and Councilwoman Fiore's request, here's what I  
2797 could agree to. And, unfortunately, Brad, the City Attorney isn't present right now. But, I – could  
2798 stipulate to the 30-day, I don't know what 30 days gets you, but if it, I could stipulate to a 30-day  
2799 stay of all litigation. I won't take anybody's depositions. I won't do anything. Okay? I could  
2800 stipulate to that, but the – trial, obviously all the deadlines would have to be pushed off, and the  
2801 trial date could not happen. Here's – the City Attorney.

2802

2803 **MAYOR GOODMAN**

2804 Okay. Could you, I'm sorry to ask you to repeat it.

2805

2806 **TODD BICE**

2807 Brad, what I, I've gone back to look at the schedule. What I could agree to is a 30-day, if that's  
2808 all you wanted, if you want more than that, we can certainly work that out, I could agree to a 30-  
2809 day stay, no discovery, no briefing, no nothing. In other words, just complete stay of all the  
2810 cases. The trial date, though, in the first filed action would have to be some time after December  
2811 1 then, because in order to, you know, we're already in August, that would get us to September  
2812 1<sup>st</sup>. To finish up the discovery, etc., it would have to be sometime after December 1. I, obviously,  
2813 do not know what the court's schedule is. So I could agree –

2814

2815 **BRAD JERBIC**

2816 (inaudible)

2817

2818 **MAYOR GOODMAN**

2819 Microphone on.

2820

2821 **BRAD JERBIC**

2822 Sorry. I would say, on behalf of the City, as party defendants, we would agree to that if that's  
2823 what the Council wanted. So we have no problem with that.

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2824 **TODD BICE**

2825 Yeah, so we can agree to that. Oh, I'm sorry –

2826

2827 **FRANK PANKRATZ**

2828 Mr. Bice, could I make a suggestion? How about, because your clients have sued the City and us

2829 as the applicant, why, could you suggest just drop the lawsuits rather than just abey them?

2830

2831 **TODD BICE**

2832 Mr. Pankratz, I – can understand why you would want that, but that cannot happen. That cannot

2833 happen under the law.

2834

2835 **MAYOR GOODMAN**

2836 Thank you, Mr. Bice. I don't know where we go. Mr. Jerbic, where does this go, then?

2837

2838 **BRAD JERBIC**

2839 At this point in time, it's probably necessary to hear from the applicant whether or not they

2840 would agree to that, and if they wouldn't, it takes all three to make that happen. Let me put it this

2841 way. We're just removing an obstacle to that being an option for you. If – the applicant doesn't

2842 agree to it, they only have two parties agreeing to a continuance. You don't have three, then

2843 we're kind of back to the observation I made at the beginning. I don't know that I would put a lot

2844 of hope in that – continuance. If you expected an agreement, I wouldn't expect that would be

2845 productive.

2846

2847 **COUNCILMAN COFFIN**

2848 Your Honor, there's a fourth party.

2849

2850 **MAYOR GOODMAN**

2851 Thank you. Well, Mr. Bice, thank you. I mean, we have, I see part of the team, the

2852 developer/applicant team, but one just went out the door.

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2853 **COUNCILMAN COFFIN**

2854 Judges – have a party here too. They are a party. They have calendars. They may not want to  
2855 change their calendar. It may not fit with all the other cases they've gotta handle. There's a good  
2856 chance that we might talk all about it here, and it doesn't do any good.

2857

2858 **RONALD IVERSEN**

2859 Hi.

2860

2861 **MAYOR GOODMAN**

2862 Hi there.

2863

2864 **RONALD IVERSEN**

2865 Mayor Goodman and City Council members. My name is Ron Iversen, 9324 Verlaine Court in  
2866 Queensridge. I'm the Treasurer on our Association's Board of Directors. And I have several  
2867 comments from our – Board.

2868 First, we would ask for a denial of the current Development Agreement, or, at the very least,  
2869 continuance of the development agreement crafting process. As outlined by our lawyer, the  
2870 Development Agreement still contains real concerns of the Queensridge community and is not  
2871 mature enough yet to represent a comprehensive agreement to last for the next 20 years.

2872 Second, the Board has met with the developer and Brad Jerbic on several occasions and believes  
2873 it is the best conduit of information to and from the entire Queensridge community in this  
2874 development agreement process. We have several resident groups that have met with Brad Jerbic  
2875 to voice their concerns, discuss viable options. We only see the concerns of Tudor Park partially  
2876 addressed in the current Development Agreement, not Ravel Court or Fairway Pointe or others.

2877 Third, and this is hopefully something that will be nice to, for you to hear. Third, we have  
2878 developed a community survey, ready to release this week, that would address the key concerns  
2879 of our community, and we would like time to – receive quantitative information and community  
2880 input to provide to the City to aid the development agreement process.

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2881 These concerns include total density cap, density distribution, development in Development  
2882 Area 3, perimeter landscaping before development construction, maintenance of the golf course  
2883 during development construction, and if I may add, please get the water turned back on, it looks  
2884 horrendous, development of site security because the developer still doesn't have a security  
2885 concern in place, use of Queensridge entrances and land and roads, and then flood plain impact.  
2886 We are very aware of the importance of the Development Agreement to our property values and  
2887 our future in Queensridge. It's disconcerting that, to date, we've not been able to craft an  
2888 agreement that addresses our, we believe, very reasonable and realistic concerns. We urge you to  
2889 continue or deny the current agreement process as insufficient and continue writing an  
2890 agreement that makes sense for all of us and is consistent with every development agreement in  
2891 the value, in the Valley that's been approved so far. So thank you.

2892

2893 **MAYOR GOODMAN**

2894 Thank you. Would you give that list to our City Clerk? Is it legible?

2895

2896 **RONALD IVERSEN**

2897 Sure. I'd be very happy to.

2898

2899 **MAYOR GOODMAN**

2900 Thank you. And that's Mr. Iversen, Staff, Ronald Iversen. Thank you –.

2901

2902 **GORDON CULP**

2903 Councilmen and Mayor, thank you for this opportunity. My name's Gordon Culp. I'm not a  
2904 lawyer. I'm a professional engineer. I've been in the consulting business for 50 years, plus, and a  
2905 Queensridge resident for the last 19 years. And I promise I won't repeat anything that I've  
2906 presented in any past meetings.

2907 You know, on June 21st, the action that this Council took on the Development Agreement was to  
2908 abey it for six weeks. We assumed that one of the purposes was for further discussions and  
2909 negotiations and a revised Development Agreement issued with time for careful review by the



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2910 public. Well, this didn't happen. In fact, the Development Agreement has been undergoing  
2911 constant change in the last week.

2912 Now we've been paying particular attention to the Ravel Court issues, because that's where we  
2913 live, and we worked with our neighbors, sort of leading that group in addressing our concerns.

2914 And in the course of the last week, we've seen several versions of the Development Agreement  
2915 posted by the City. One, there would be a 75-foot no-build zone and a 75-foot transition zone  
2916 behind our houses. Or, two, there'd be a no-build zone of 105 feet. Or, three, there's going to be  
2917 one 2-acre lot.

2918 And based on what the presentation was today, we assume, although the City has posted all three  
2919 options, the developer is proceeding with the one two-acre lot approach. And that's why I'd like  
2920 to spend just a couple minutes reviewing what that means to us as residents.

2921 These are the current views from the five homes that are in question. And what the developer  
2922 originally proposed in one of the proposal's exhibits posted this week online, here are the –  
2923 homes on Ravel Court that are the subject of the discussion, was multi-story condos that would  
2924 be, loom 35 foot (sic) above the floor slab elevations of these homes.

2925

2926 **MAYOR GOODMAN**

2927 Excuse me. Where are the – Ravel Court homes?

2928

2929 **GORDON CULP**

2930 Right here, these homes.

2931

2932 **MAYOR GOODMAN**

2933 Okay. Thank you.

2934

2935 **GORDON CULP**

2936 You can see that they would be looking at a solid wall of condos. There's a slight break in  
2937 between these two. And, these are about 50 feet in total height and about 35 feet above the slab

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2938 of the homes. It's a pretty imposing view. In fact, we've attempted to represent that in this  
2939 picture.

2940 And let me just explain briefly how the picture was made before anybody gets concerned about  
2941 the representation here. We took some photos of some existing condos that are higher than 35  
2942 feet. So we cut a section out of the middle and we used the height of the windows, which are 60  
2943 inches to get us the vertical scale. So this represents 35 feet above the ground elevation at the  
2944 home. This is a view of 70, that condo complex 75 feet away. Compare that to the current view,  
2945 and you tell me that's compatible and complementary. It's devastating.

2946 The two-acre proposal that is apparently before us, is shown here. Here are the five homes on  
2947 Ravel. One's actually on Pont Chartrain. These are the five homes, right at the corner. Originally,  
2948 there was a 75-foot build, no building zone and a 75-foot transition zone. The one acre, one 2-  
2949 acre lot happens to correspond exactly to the dimensions of those two zones or within a few feet.  
2950 So, there's really, it didn't provide us much relief over what we had to start with.

2951 This is what the condos would look like. At that distance, they're still pretty imposing. Now,  
2952 there would be vegetation between here and there, and there would be a development, one estate  
2953 lot developed between here and there. But behind us, or, the complex that has 1669 rental units.  
2954 So planting the trees, it's a little bit like putting the lipstick on a pig. The big problem is behind  
2955 there. We got 1669 renters suddenly in the middle of our backyard.

2956 We approached the developer. We sort of liked the two-acre concept. They'd give us two 2-acre  
2957 lots, so we'd actually get some relief from the condos. That was immediately and adamantly  
2958 rejected. So, if we had that, it would make a big difference, because that would put the condos  
2959 about 300 feet away, which now becomes a little less overwhelming. We'd rather have them 500  
2960 feet away so that Development Area 3 was just open behind our houses, but we did agree that we  
2961 would accept the two 2-acre lots.

2962 And that, that's the last we heard. Since June 21, we've had no contact from the City, no contact  
2963 from the developer, and we got a development agreement in front us, which we don't even know  
2964 which one it is. We've got three of them in front of us and posted this week. So we would urge  
2965 that this current Development Agreement be denied.

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2966 **MAYOR GOODMAN**

2967 Thank you –, Mr. Culp.

2968

2969 **ANNE SMITH**

2970 I'm Anne Smith, also of Ravel Court, and I appreciate the opportunity to talk here. Ravel Court

2971 has worked so hard in good faith over the last 18 months. We've been at every meeting, and I'm

2972 sure you're sick of seeing our faces, but we've been here, and we've worked with Brad to create

2973 reasonable options. The reason we're back today is because the developer has rejected each and

2974 every one of them, as Gordon mentioned, and that includes that two-acre lot.

2975 Multi-stories (sic) condos behind our lots, there's nowhere else in Development Area 4 that that

2976 occurs. We don't understand, really, why there's a, when we heard today that the lack of

2977 consensus is being blamed on all the attorneys. There's (sic) no attorneys been telling Ravel

2978 Court what they can and can't do. And from experience with this negotiation, we've learned very

2979 quickly that the decision maker is Yohan Lowie. It's not the attorneys. So, the attorneys are not

2980 influencing what's happening in terms of negotiations on Ravel Court.

2981 The issue is really that the developer took a calculated risk on this property and now demands

2982 this high density to make his desired numbers pencil out. The City Council should be dictating

2983 the density, that's compatible and complementary, as we, everybody's been talking about. Putting

2984 over 1600 units, rental units at that, on Development Areas 2 and 3 adjacent to Ravel, Tudor

2985 Park, and Fairway Pointe in a, it's neither compatible nor complementary.

2986 But, in general, we're just really so tired and we're, of all of this. We've lost faith and belief in

2987 the process and the fact that we could even, over the next 30 days even come to something on

2988 this fatally flawed agreement. I don't see how it can be modified enough to work with this high-

2989 density that they're demanding.

2990 And so we are urging, and I am –, we're pleading – here to deny it today, because, even with the

2991 30 days, it's starting point is with the same high-density, and that's not worked under (sic) the last

2992 weeks. It's not worked over the last 18 months. And I can't see the developer moving enough to

2993 make it worth it. So we're asking you to deny it today and start over and not abey it any further.

2994 Thank you very much.

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2995 **MAYOR GOODMAN**

2996 And if that happens, they may be gone, and then you need a new developer to come in to start all  
2997 over.

2998

2999 **ANNE SMITH**

3000 And, you know, each developer is a different kind of personality –

3001

3002 **MAYOR GOODMAN**

3003 Without question.

3004

3005 **ANNE SMITH**

3006 – and not perhaps as rigid as this one.

3007

3008 **MAYOR GOODMAN**

3009 Well, and that may be where you end up.

3010

3011 **ANNE SMITH**

3012 It may be. And it couldn't get much worse.

3013

3014 **MAYOR GOODMAN**

3015 Okay. Thank you – for coming by.

3016

3017 **ELISE CANONICO**

3018 Good afternoon, Mayor, and City Councilmen. I am Elise Canonico. I reside at 9153 Tudor Park  
3019 Place. I'm speaking as Vice President of the Board for Queensridge on behalf of Tudor Park  
3020 residents and as a homeowner.

3021 For the record, the spectacular view that we have enjoyed for the past 10 years is what kept us

3022 extremely happy in Queensridge. I lived for this view. Needless to say, that happiness was

3023 stripped from us when the developer purchased the golf course and threatened to shut the water

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3024 off. The homeowner living on the golf course, the homeowners living on the golf course in  
3025 Tudor Park Place paid a lot premium of \$100,000. Now, in exchange for our once spectacular  
3026 views and open space, the developer is opening, offering us 20 feet of land, which is the best of  
3027 the worst case scenario.

3028 We all believe Phase III of this Development Agreement should be eliminated as this is way too  
3029 much high-density for our community and all our surrounding neighbors. This is actually  
3030 unheard of, for one person to be able to put 3,000 plus residents through the torment that he has  
3031 put us all through for the last two years.

3032 Please say no to the high density behind Tudor Park, behind the homes of Ravel Court and  
3033 Fairway Pointe. Please say no to the 2,000, plus, units that are not compatible to the Queensridge  
3034 community.

3035

3036 **MAYOR GOODMAN**

3037 Thank you.

3038

3039 **ELISE CANONICO**

3040 Thank you.

3041

3042 **BOB PECCOLE**

3043 I'm Bob Peccole, 9740 Verlaine Court. I am an attorney. I have two cases against the applicant  
3044 sitting in the Nevada Supreme Court, and one in district court. And I am not going to get  
3045 involved with a 30-day moratorium, because I have no control over that.

3046

3047 **MAYOR GOODMAN**

3048 Thank you.

3049

3050 **BOB PECCOLE**

3051 I'd like to point out a couple things. Councilman (sic) Fiore had mentioned some concern about  
3052 the flood drainage control system. I would like to point out to the City Council that the flood

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3053 drainage control for Queensridge is represented in three different recorded documents. One is an  
3054 onsite drainage agreement that was entered into on June 12th, 1995. What it did is it granted an  
3055 80-foot wide easement, which was for flood drainage control, all the way through the first 18  
3056 holes of the Badlands Golf Course. That is a recorded document, and I have the book number  
3057 and the instrument number cited, which I will give to you.

3058 There is a separate 80-foot wide City of Las Vegas drainage easement recorded on the 18-hole  
3059 golf course, and, it was built and designed on what they call lot five, and – a the Badlands Golf  
3060 Course has been designated lot five. That's how they broke it down. On March 30th, 1998, a map  
3061 was recorded showing a flood drainage easement that was granted on the entire added nine holes.  
3062 So that entire nine holes is subject to a recorded flood drainage easement.

3063 Now, when you were talking to your City Attorney about meeting and trying to – work these  
3064 things out, one of the questions that entered my mind right away is: Will he follow the law in this  
3065 meeting, and will it be discussed? Because, in the master covenants and conditions for the  
3066 Queensridge homes, the CC&Rs, do not allow the storm drain system to be changed.

3067 And I'm citing from paragraph 5.2.4 of the 1996 CC&Rs. It says there shall be no interference  
3068 with the rain gutters, downspouts, or drainage or storm drain systems originally installed by  
3069 declarant. Now, declarant was Peccole Nevada. That's my family. And what they said went on –  
3070 or any other interference with the established drainage pattern over any portion of the property.

3071 And then in the last paragraph of that particular section, it says, there shall be no violation of the  
3072 drainage requirements of the City, County, U.S. Army Corps of Engineers, or State of Nevada  
3073 Division of Environmental Protection, notwithstanding any such approval of declarant or the  
3074 Design Review Committee. What this is saying is you could not change it.

3075 Now, if you take a look at the Development Agreement that is proposed, if you look at Page (sic)  
3076 15, 36 and 37, it's giving the applicant the – authority to go ahead and change, which they cannot  
3077 do. So if you practice law, and if you don't want to be bound by – law, of course, as an attorney,  
3078 I would have to go into court and try to straighten it out. And that is – something you should be  
3079 addressing now before you get too far into this.

3080 Another thing I'd like to discuss is the fact that Councilman (sic) Fiore and the Mayor's statement  
3081 with regard to what would happen if the developer happened to walk away is faulty, for the

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3082 reason you both said, well, you'll get another developer. That's not true. You won't get another  
3083 developer. They won't touch it, because if you deny this, why would they come in?  
3084 What you will get is somebody that builds golf courses and runs golf courses. I know you,  
3085 you've all said several times, you know, that the golf courses aren't making money and that. This  
3086 golf course, when Mr. Lowie bought the – stock to the LLC, was making \$264,000 a year for the  
3087 owner, and he didn't have to turn a hand. He just picked up his check out of the mailbox.  
3088 Now, if you can have buyers come in and buy, you know, the two golf courses here as part of a  
3089 packaged deal for \$1.1 billion, tell me what's happening with golf. Golf is coming back. It's a  
3090 cyclical thing. And just because Mr. Lowie says, well, I can't make it as a golf course; he never  
3091 intended to make it as a golf course. He bought that piece of property for \$7 million. He stands to  
3092 make close to \$1 billion if he ever gets the entitlement. And – how does he do it? He rides in on  
3093 the back of the people that own the property where he decides he's going to destroy the beauty.  
3094 I – wrote down a comment that was made by Stephanie when she was talking, and it just kind of  
3095 stuck with me. She said: Adopt our – view. Make this into something special.  
3096 Listen, Queensridge is something special right now. It does not have to be destroyed to make it  
3097 something that will never be what it is now. And as far as letting it go to desert, let it go to  
3098 desert. His money's up, supposedly, but he borrowed it all. Let's see what the lenders do with  
3099 that.

3100

3101 **ROBERT EGLET**

3102 Good afternoon, Mayor, members of the Council. My name is Robert Eglet, and I am a lawyer. I  
3103 hope you don't hold that against me. But I'm not here in the capacity as a lawyer. And I think I  
3104 bring a little bit different perspective to the homeowners of Queensridge, in that I have not lived  
3105 in Queensridge for 10 to 15 to 20 years, like many of the people who have spoken.  
3106 I own the lot, which I purchased in 2012, at 9404 Kings Gate Court, which is just next door to  
3107 Mr. Fertitta's lot, just west of him. And as I told you, Mayor, when I met with you three weeks  
3108 ago, I've been under construction now for 16 months, with about another 9 months to go. And  
3109 you – kind of chuckled at me and said: Are you crazy? What are you doing? Why would you  
3110 start construction under these circumstances?

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3111 Because almost two years ago, I was, started getting pulled in different directions by the parties  
3112 involved to get involved in this case and because I've lived here almost my entire life and I've  
3113 known many of the residents of Queensridge for 30, plus, years, there are some of them in there I  
3114 went to high school with here. And I know different residents have taken different positions on  
3115 this, and the last thing I wanted to do was get in the middle of this fight and alienate any of my  
3116 neighbors. And so I have stayed out of it and tried to stay neutral for as long as possible.

3117 Over the last couple of months, with the golf course turning brown, I've become very, very  
3118 concerned, however, and not so much with the golf course turning brown, but with the front gate  
3119 entrance to, from the Charleston exit, which leads to my property, with that hole being brown,  
3120 the grass dying, and the horrible way it looks as you come into the property.

3121 I'm not a land-use lawyer, so I don't know about this stuff. But I, just generally, I don't believe  
3122 you can force somebody who owns the property that a golf course was on to water the golf  
3123 course. I don't think you can force them to do that under the law, and I understand that. I don't  
3124 believe this golf course is gonna come back. I don't believe that some other developer is gonna  
3125 come in there and build another golf course.

3126 So, my position on this is, what is our best option? What is our best option for this property?  
3127 What is going to increase the values of these properties? And it's – difficult for me to get up here  
3128 and say this, because I know I may lose some friends that I've had for a long time over this in  
3129 this neighborhood. But I've spent the last month or so looking at all of these issues and trying to  
3130 figure out what would be the best for the entire community. I know there's (sic) individuals with,  
3131 in this neighborhood with various individual problems. But what would be better for the –  
3132 benefit of the entire community?

3133 And I look at what is proposed by this developer in what's called Area 4, I guess, the two- to  
3134 five-acre lots, and that greens up the area where the golf course is. And I think that doesn't, and  
3135 it's below all, at least where my lot is, I think most of the lots on the golf course. It's below where  
3136 our lots are. It's going to be below us. And I think that that would, my opinion is that would  
3137 increase the value of our lots.



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3138 I have watched, I bought this – lot in 2012, and I've seen the property diminish in the way it  
3139 looks, and particularly by – the front entrance on the – Charleston side where that golf hole used  
3140 to be and now it is dead.

3141 I'm not, I think the, I know all the lawyers on both sides of this case; I have great respect for all  
3142 of them. I'm not gonna pick on any of the lawyers, and I think they're just doing their jobs. But I,  
3143 none of them represent me, and I don't think the lawyers that do represent some of the  
3144 homeowners on the other side represent most of the homeowners. I think most of the  
3145 homeowners are unrepresented in this case, and unfortunately they're not all here to speak, or  
3146 maybe fortunately for you. But I agree that there's probably differing opinions. I know some of  
3147 my good friends in that neighborhood disagree with what I'm saying.

3148 But this whole project, as a whole, I think increases the value of the neighborhood, increases the  
3149 area even where the – high-density areas is (sic). I know that shopping center on the corner of  
3150 Charleston and Rampart, I can, the name of it escapes me now, has struggled for years with  
3151 getting tenants in there. They have many shops that are closed.

3152 I believe with this high density you're talking about, that's going to increase the value of that  
3153 shopping center. They're gonna have more traffic, foot traffic, people in there, and I think it's  
3154 gonna help the whole area. And I believe that if the commercial area around that is bettered and  
3155 is increased in value, that's going to increase the value of our properties as well.

3156 Now, that said, I didn't purchase this lot and I didn't build this house as an investment. I built this  
3157 house to live in, and I plan on living in this house, hopefully, for the rest of my life. And, if my  
3158 grown children will get their acts together, maybe they'll provide me some grandchildren to  
3159 enjoy it with.

3160 But, I just wanna say, with the – risk of alienating a lot of my neighbors, when you look – at the  
3161 overall project and the benefit that it will provide to the vast majority of the residents, the  
3162 homeowners, I think this is a good project. And I think, what I am very, very concerned about is  
3163 what, Your Honor, Mayor said, is, what's gonna happen if this doesn't, isn't developed?  
3164 And I know one of the – homeowners said they're not concerned about the brown golf course;  
3165 they still have their views. I happen to disagree with that. I mean, I, when I look at, out of the

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3166 back of my lot now and see just dead desert, dead, it's not what I purchased. And I would like to  
3167 see this developed.

3168 I have no opinion on the continuance, whether that will do any good. I haven't been involved in  
3169 any of the negotiations. I have talked to a few of you this – week to express my concerns and  
3170 what I think about this. And I'm just one homeowner. I'm not speaking for anyone else here. I'm  
3171 just speaking for myself. But in my view, I think this development, if you look at what – are the  
3172 alternatives, this is the best alternative we have. Other than a golf course, which I don't think is  
3173 gonna happen, this is the best alternative we have.

3174 So, for me, I would encourage, if there's not going to be a continuance and continue to try to  
3175 work on this – deal, to get it resolved, I – would encourage the Council to vote in favor of this  
3176 project. Thank you.

3177

3178 **MAYOR GOODMAN**

3179 Thank you very much.

3180

3181 **ALICE COBB**

3182 Good afternoon. Madame Mayor and Council, welcome new members. My name is Alice Cobb,  
3183 and I'm the Board President for One Queensridge Place. But as a homeowner, I have just a  
3184 couple of things to say. It seems that we got a lot of people who have worked very hard and are  
3185 exhausted around this issue, and that includes the development team. It includes the  
3186 homeowners, the boards involved, and everybody is trying to find a way to either mathematically  
3187 or psychologically get to the right answer for them.

3188 And I would only say that we should continue. I think that my homeowners would agree that we  
3189 would like to continue and Brad, more actively, I think, in the next 30 days or however long it  
3190 takes, to get a conclusion on this, because I think where we are right now is very fragmented.

3191 Even the Council is fragmented on it. So we – do need to take care of it, one way or another.

3192 And one other thing that the brown golf course is now causing is it is so dry, and this has never  
3193 happened before, but we've got rats. And if we've got rats, everybody else has them too. So if  
3194 there's any way we could prudently put some water to the golf course, it doesn't have to be

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3195 watered like a golf course, but we need some water there, or otherwise rats turn into a health  
3196 problem. So, if we can do anything about that, we'd appreciate it.

3197

3198 **MAYOR GOODMAN**

3199 Thank you.

3200

3201 **ALICE COBB**

3202 Thank you.

3203

3204 **EVA THOMAS**

3205 Hi, Mayor, Councilmen and Councilwomen.

3206

3207 **COUNCILMAN COFFIN**

3208 May I interrupt just one second, Your Honor –

3209

3210 **EVA THOMAS**

3211 My name's Eva Thomas –

3212

3213 **COUNCILMAN COFFIN**

3214 Could I ask for your time for just a minute?

3215

3216 **EVA THOMAS**

3217 Yeah. Sure.

3218

3219 **COUNCILMAN COFFIN**

3220 Mayor, may I ask a question of Legal? I've been asked a lot of times the last few weeks about  
3221 this water problem and the critters dying and the grass dying. And the last representative, I think,  
3222 made a good case for sporadic watering on the golf course, one hole, maybe have one or two  
3223 sprinklers and another one here and there and – maybe a couple of collections of water for some

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3224 of these critters to drink, because if rats are coming, then they bring other scum. And we know  
3225 lots of small, adorable little critters have died, but there's probably still some alive. My point is  
3226 that it's unfair on the homeowners to drive the animals, the wildlife, up onto the homes. Why  
3227 can't we just tell the developer to maintain some water, not for a golf course, but for public  
3228 safety?

3229

3230 **BRAD JERBIC**

3231 The public safety issue doesn't really exist here in the form of turning back on the water. When it  
3232 came to Silverstone, we were able to force them to turn back on the water because grass was a  
3233 necessary part of the drainage system. And so, the drainage doesn't work without it, and that's  
3234 how you got to a public safety issue.

3235 Here, you still have a public safety issue, and it's very unfortunate, but you save the public safety  
3236 issue here by eventually chopping down the trees and making sure the weeds aren't high enough  
3237 to catch fire. But there is no way, legally, that we can compel the owner of the golf course to turn  
3238 on the water without his consent.

3239 I do want to say what I said earlier at the podium. Part of the disappointment of – this deal is that  
3240 I asked for that to be in this deal, that the water be turned back on at least for critical areas of the  
3241 course, and it's not there. And in fact, the part of the deal that was there before, the requirement  
3242 that the developer use his best efforts to keep the water on, which was at least something, that's  
3243 not even in the deal any more.

3244

3245 **COUNCILMAN COFFIN**

3246 Well, shame on them. Thank you.

3247

3248 **MAYOR GOODMAN**

3249 Yes, Ma'am.

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3250 **EVA THOMAS**

3251 Well, that's, I'm Eva Thomas, 652 Ravel Court. I am the person that the animal wilderness  
3252 people came out to the, my house and the Review Journal wrote the paper on. I have, I'm on the  
3253 driving range, kind of looking at south. So, when it got brown, all the animals started coming in,  
3254 I have like a half-acre backyard, and eating the grass. I don't have a problem with it. But then the  
3255 rats and the bunnies are dying and falling in the pools.  
3256 So we started putting, my granddaughter and I, we put 25 huge bowls of water out every  
3257 morning and every evening, and there's up to 150 bunnies that come. It's like a –, the homeless  
3258 animals' food chain. They just come in and drink, and they leave. The quails, I don't know how  
3259 many quails are left anymore. Yes? Are you waving to me? No. Okay.

3260

3261 **MAYOR GOODMAN**

3262 We just saw Congresswoman Dina Titus. Bless, you. Keep up the fight. You're doing great.  
3263 Thank you. Sorry.

3264

3265 **EVA THOMAS**

3266 That's okay. And chipmunks and –

3267

3268 **MAYOR GOODMAN**

3269 And you know bunnies multiply.

3270

3271 **EVA THOMAS**

3272 Yeah. And –, well, they're –

3273

3274 **MAYOR GOODMAN**

3275 So call Animal Control, get them taken in and fixed.

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3276 **EVA THOMAS**

3277 Well, I – don't know what's going to happen. But when Mr. Kaempfer said it's so nice to see the  
3278 black, you know, the turkey buzzards flying up above, well, they're flying up above because  
3279 there's (sic) dead bunnies everywhere. They're eating them left and right. That's why they're  
3280 flying up above.

3281

3282 **MAYOR GOODMAN**

3283 But, Ms. Thomas, I, you know, what you're saying, I mean, taking it to a different position at this  
3284 moment, really and truly, I mean Rancho Circle was inundated with rabbits –

3285

3286 **EVA THOMAS**

3287 Yeah –. Right.

3288

3289 **MAYOR GOODMAN**

3290 – to the point the people moved out of Rancho Circle.

3291

3292 **EVA THOMAS**

3293 Right.

3294

3295 **MAYOR GOODMAN**

3296 You know, and I know I've spoken with Animal Control, because bunnies are bunnies. That's  
3297 what they do. And so, I'm not sure and if you would inquire with, I'm not sure.

3298

3299 **EVA THOMAS**

3300 Well, it's not just bunnies. We've got chipmunks and tons of birds.

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3301 **MAYOR GOODMAN**

3302 Well, but the reproduction. But could you have Animal Control at least pick up the bunnies?  
3303 Because I've been told by Animal Control and by the Lied Center that they would spay each  
3304 bunny.

3305

3306 **EVA THOMAS**

3307 Well, somebody has to do something, because that's a bowl we live in. It's not like all the  
3308 bunnies say, hey, listen, there's no water here. We can take off and go up to the Red Rock  
3309 Mountains. They – can't go anywhere.

3310

3311 **MAYOR GOODMAN**

3312 Right.

3313

3314 **EVA THOMAS**

3315 The ponds, they can't drink out of the ponds. So they're dying.  
3316 So, if – you can't turn the water back on, my issue is I've got them all coming to my house, and  
3317 it's fine. I have no grass anymore, but they come to drink water every night. And it's all of them,  
3318 the chipmunks, the birds, the coyote, the bunnies, all of them are there. So, that's, I would just  
3319 like to say that if he – doesn't financially have the money to turn the water back on, how is he  
3320 financially going to have enough money to build this project of his?

3321

3322 **MAYOR GOODMAN**

3323 Well, I appreciate it. But I really do hope you'll call the City Animal Control to come pick up  
3324 animals so they're not reproducing. And you have 100 bunnies, you are going to 500 bunnies  
3325 within months.

3326

3327 **EVA THOMAS**

3328 Well, they're, that's a big development.

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3329 **MAYOR GOODMAN**

3330 Right.

3331

3332 **EVA THOMAS**

3333 I'm sure everybody has the same thing going on.

3334

3335 **MAYOR GOODMAN**

3336 But please call Animal Control for some help.

3337

3338 **EVA THOMAS**

3339 Okay.

3340

3341 **MAYOR GOODMAN**

3342 Thank you –.

3343

3344 **COUNCILWOMAN TARKANIAN**

3345 Madame Mayor, if I could just go through you, please. I wanted to just say that, my  
3346 understanding was that the applicant kept the water on for over a year, and I was told at the cost  
3347 of \$80,000 a month, if my information is accurate. And I don't know if anybody came up from  
3348 your group to maybe help out a little bit in that, because \$80,000 a month is a lot of money to  
3349 spend on water when he wasn't getting any place on his development.

3350 That's – the only thing I was going to say, except two people back, there was a lady who was on  
3351 the HOA board. I don't know where she's sitting. I want you to know I tried hard to get in there  
3352 to visit the other day. They wouldn't let me in. I said: Wait a minute, I'm going to make a vote on  
3353 this in a day and a half. I, and, so maybe, you might leave some instruction sometimes with him.  
3354 And, then, what I was told was that he called three board members, and then I was told that I  
3355 could make an appointment and see if then I could get in. So I just wanted –



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3356 **ALICE COBB**

3357 I – apologize. They told me after the fact. But, next time just tell them to call HOA, and they'll  
3358 let you in.

3359

3360 **COUNCILWOMAN TARKANIAN**

3361 Except, they did.

3362

3363 **ALICE COBB**

3364 We have a good security team, and they don't let anybody in.

3365

3366 **COUNCILWOMAN TARKANIAN**

3367 Well, I told him he was great –. And I don't mean to take up the time here, but I, and I agree on  
3368 the water issue very, very much, and I agree with Mr. Coffin on losing those animals. The thing I  
3369 would like to say is, though, are those ponds, I was told there were ponds still there that the  
3370 animals could use. Is there something wrong? Has anybody had the water tested?

3371

3372 **ALICE COBB**

3373 Not to my knowledge.

3374

3375 **COUNCILWOMAN TARKANIAN**

3376 But, okay, I just wanted to know that. And I want you to also know that our lawyer here told us  
3377 that those vultures, or whatever they were, stayed in the tree. Is that true, or are they circling  
3378 dead animals? That's what I would like to know. I'm just joking. Okay. Just thought a little joke  
3379 (inaudible). If they're circling, then that's not good at all.

3380

3381 **ALICE COBB**

3382 Just give me a call, and I'll be glad to give you a tour.

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3383 **COUNCILWOMAN TARKANIAN**

3384 Thank you very, very much.

3385

3386 **DEBRA KANER**

3387 Good afternoon. Debra Kaner, 660 Ravel. Mayor Pro Tem, Tarkanian, you are invited to my  
3388 home anytime, and I would be thrilled to show you the backyard.

3389

3390 **COUNCILWOMAN TARKANIAN**

3391 Well, maybe in the next 30 days. And I thank you.

3392

3393 **DEBRA KANER**

3394 My pleasure.

3395

3396 **COUNCILWOMAN TARKANIAN**

3397 I didn't mean to take up your time.

3398

3399 **DEBRA KANER**

3400 I have two things I'd like to comment on. First, Councilman Coffin, when you started speaking  
3401 this afternoon, you touched my heart. I was aghast at the attacks on you as anti-Semitic. I am a  
3402 Jewish woman. He does not talk for our community. He talked for himself. The similar attack  
3403 was on Christine Roush, when she was running for election. It's embarrassing. That was the first  
3404 thing.

3405 Along those lines, that leads me to the psychology of negotiating with him. It's too difficult. The  
3406 only success we had was when attorney, City Attorney Jerbic stepped in. We made zero progress  
3407 with him until then. If, Mayor, you decide to wait 30 days, our only hope is if we have  
3408 mediation. We – will see nothing, as residents, without it. I abut to high density.

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3409 **MAYOR GOODMAN**

3410 I think one of your neighbors, because three of you from Ravel Court, and there are only five,  
3411 you've all spoken, and he has shown, Mr. Culp, I think it was, that showed us what an additional  
3412 two and a half acres would do in a setback.

3413

3414 **DEBRA KANER**

3415 Correct.

3416

3417 **MAYOR GOODMAN**

3418 So, these are all pieces I know that have been in discussion.

3419

3420 **DEBRA KANER**

3421 Exactly.

3422

3423 **MAYOR GOODMAN**

3424 And so, absolutely. I mean –

3425

3426 **DEBRA KANER**

3427 And we have hope.

3428

3429 **MAYOR GOODMAN**

3430 I think where we are, that if the 30 days amounts to anything, if it isn't, there's no point in going  
3431 forward, because the reality is why should the developer do anything more if, in fact, there's so  
3432 much disagreement anyway and it can't move, and just let it be what it is. And then the residents  
3433 and homeowners will just deal with the next person that comes along or group of people, and it  
3434 just may sit and be nothing for years and years and years with the, it will be, you know –

3435

3436 **DEBRA KANER**

3437 Exactly –. It will revert back to the original Badlands.

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3438 **MAYOR GOODMAN**

3439 A bird in hand –, though, is worth two in the bush. I was told that as a little girl. And so, I think  
3440 we've, over these two years, have really made some unbelievable movement, and I felt, from  
3441 what I heard from Brad Jerbic, we were really close before the June 21st meeting, and it was  
3442 hopeful at that time. So, you know, where there's hope, there's always a way, and that is my  
3443 hope. And I thought if there were a time that we could just put everything else on hold and see  
3444 over the next 30 days something can happen. But through the common and beautiful presentation  
3445 you've made, that's the way.

3446

3447 **DEBRA KANER**

3448 Exactly.

3449

3450 **MAYOR GOODMAN**

3451 And only two of your neighbors didn't come speak, unless they're on line.

3452

3453 **DEBRA KANER**

3454 Well, interesting, to talk on that topic before I stop, the two neighbors who didn't come, actually,  
3455 are Asian, and they have already proposed they could bring in buyers like that. So, it's not like  
3456 it'll sit for 20 years.

3457

3458 **MAYOR GOODMAN**

3459 Well, you don't know. You have no idea.

3460

3461 **DEBRA KANER**

3462 Correct.

3463

3464 **MAYOR GOODMAN**

3465 You know? So, I just, a bird in hand, just keep that in mind.

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3466 **DEBRA KANER**

3467 Thank you.

3468

3469 **MAYOR GOODMAN**

3470 Thank you very much for coming forward again.

3471

3472 **TERRY HOLDEN**

3473 My name's Terry Holden. I live at 9101 Alta Drive. For the past two years, I feel like I've been  
3474 camped out here. I've – attended just about every Planning Commission, City Council meeting,  
3475 and, from the start, I have not been against development. It's all about the right development. I  
3476 get a little antsy tonight, when the Mayor is talking about this bird in the hand, got to do the deal,  
3477 got to do the deal. I would love to play poker with you. You have all your cards face up. I – think  
3478 I'll take that one.

3479

3480 **MAYOR GOODMAN**

3481 I helped to support him in college through poker. Sorry, Osc'.

3482

3483 **TERRY HOLDEN**

3484 Well, I worked – my way through college playing cards. But anyway, if the developer walks, he  
3485 walks. I've negotiated my whole life. I can't control the other side. I would like to see a deal  
3486 done. I really would like to see a deal done, but I'm willing to walk away in a heartbeat.

3487 And the problem that I have, and I've heard it over and over today, Shauna Hughes stated it very  
3488 well, it's density. We are talking about 2100 units. And I think Councilman Coffin touched on it.

3489 We're talking about 2100 units on the proposed development on the 70-acre parcel right now.

3490 And, again, that's 30, plus, units per the acre. The first part was at 24, and that doesn't even  
3491 include the retail space and the hotel.

3492 I look at the whole property. There was 250 acres. And I'm kind of a simple guy, and realistically  
3493 they bought a very, very difficult piece of property to develop, with the flood plain, the wash; all  
3494 of the ground is very difficult. The reality is no one could possibly even build 500 homes in there

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3495 if they were doing single-family, two to an acre, two times 500. Let's say they got on quarter-  
3496 acre. They had a thousand. They started off wanting 3200. They're up about 2,000. Realistically,  
3497 in the spirit of trying to get a deal done, I would say, on that 70 acres, we should be looking at  
3498 1400 units.

3499 I've talked to people at the developer's office, and they say, well, we – can't make enough money  
3500 if we do that. Are we talking about developer greed or in the spirit of getting a deal done? And I  
3501 think if you can't make money when you only pay \$7 million for the property, and I say only, but  
3502 for the number of units, that is a token amount. They should be, if they can't make it with 1400  
3503 units, they're never gonna make a dime. And in the spirit of a deal, we need to get that density  
3504 down into simple terms and give them a target of 1400 units. Thank you.

3505

3506 **MAYOR GOODMAN**

3507 Thank you very much.

3508

3509 **LARRY SADOFF**

3510 Good – afternoon. My name is Larry Sadoff, and I live at 9101 Alta Drive. And I have been a  
3511 resident of Las Vegas the last four and a half years, and I hope to make it my final residence.  
3512 Like Councilman Seroke, I was career military. He was an aviator. I was a ground pounder. But  
3513 as going through there, I've lived in 12 different states. I've lived in three places in Europe and  
3514 Southeast Asia. So I've seen a whole bunch of different environments.

3515 And when I came here, and I live in the Towers, I came to live in a suburban environment. I've  
3516 lived in urban and suburban. We've talked about density an awful lot. What you're doing, what  
3517 we are doing if we approve this, when you take this development, with Calida across the street,  
3518 you're making it higher density than any other place in Las Vegas. And I've asked several times  
3519 to staff if there's any place more, and there's not. And you're making a suburban area an urban  
3520 area.

3521 I've seen a lot of you up there ask detailed questions if someone wants to put a house here or this  
3522 there, how is that going to affect a neighbor? How is it going to affect the neighborhood?

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3523 Making this an urban area will have a dramatic effect on the neighborhood. You're changing the  
3524 culture and the fabric, and it's not compatible to the neighborhood.

3525 And I would – like to say you heard a lot of numbers there. Someone said Shauna Hughes'  
3526 numbers were incorrect. We could do a fact check. Her numbers were correct. If you add these  
3527 high rises or mid rises, whatever you call them, it's 36 units per acre. So I'd ask you to take a  
3528 look at that.

3529 I'd also, I just, for fact check, we saw a chart in the beginning when a very good presentation by  
3530 the developer, how he had gone down from 3,000 to 2,000 units. The area was never authorized  
3531 3,000 units. If you take 7.49 to 250 acres, it's about 2,000 units. So basically, that's what was  
3532 authorized if you were – to do that. So I would take a look at that.

3533 And, the last thing I would say, to paraphrase or to add on to what Terry Holden said. You know,  
3534 we do want to make this a win-win situation. We do want development. But frankly, listening to  
3535 you folks up there, I hear about, you know, we don't want to lose this developer –. If you look in  
3536 the Development Agreement, there are (sic) page after page after page where he can sell any part  
3537 of it piecemeal or whole to anybody he wants at any time.

3538 Now, he is a businessman at the end of the day, and he's going to make the right business  
3539 decisions as you'd expect. So, if it's profitable to somebody, somebody will come there. So I  
3540 think, yes, we should try in good conscience, in good face (sic) to negotiate something. But I  
3541 don't think we should be held hostage that if we lose the developer, all is lost. Thank you very  
3542 much, and I appreciate your time.

3543

3544 **MAYOR GOODMAN**

3545 Thank you for coming forward. Thanks for your service.

3546

3547 **LARRY SADOFF**

3548 Go Army.

3549

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3550 **DALE ROESENER**

3551 Good afternoon, Mayor Goodman and Councilwomen and men. My name is Dale Roesener,  
3552 9811 Orient Express Court. And I just have a couple comments. One is just general about the  
3553 density, and I – think it needs to be considered in totality, like everybody said, about the, you  
3554 know, the potential condominiums across the street, any other entitlements, plus what's being  
3555 asked for, because that's gonna, I – can only imagine what that's gonna be like if everything gets  
3556 built down there. And – there's not even room to expand the roads. Tivoli's right up to the road,  
3557 and –, unless there's a way to put a jog in there, I don't think you can – widen it.

3558 But in any event, and then I recall there was a survey done in Queensridge community, and I  
3559 think 80 percent of the people that voted were concerned about the density. So I just think that,  
3560 please, be sensitive to the density, if you would.

3561 And then, as far as the agreement, I spent quite a bit of time reading it. And, from a pragmatic  
3562 standpoint, I – like some of the – features, you know, the two-acre lots and some of the plans if  
3563 the density can be dealt with. But then, more importantly, the agreement, I felt if you try to think  
3564 through it and how – is it gonna be functional and how – is the result going to be actualized, it  
3565 seemed like it had a lot of open-ended areas that were subject to interpretation or incomplete.  
3566 And the thing that has us here today is (sic) the – agreements that we thought we had when we  
3567 bought from the Peccoles, they – were subject to interpretation. And I think, to remove all doubt,  
3568 I think that agreement needs to be really, really well thought out, please, and – have all the  
3569 proper language in it so that when – you , if, when you vote on it and if you approve it, that it's  
3570 what everybody thinks it's gonna be. Thank you.

3571

3572 **MAYOR GOODMAN**

3573 Thank you –.

3574

3575 **GEORGE WEST**

3576 Good afternoon, Mayor, City Council. George West, 9516 Chalgrove Village Avenue.  
3577 I was on the Board of Directors at Queensridge HOA for about a year, from August15 to August  
3578 –, 2015, to August 2016. So, I have kind of a little personal, firsthand knowledge. I've lived in



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3579 Queensridge for 16 years. I can unequivocally tell you we've heard a lot about what the  
3580 community thinks. Councilman Stavros indicated in a couple meetings, I've watched everyone  
3581 on TV, first one I've been down on, 80 percent of the community is against this. Eighty percent  
3582 of the people who responded to the survey was (sic) against it.

3583 Let me tell you about that survey and the survey that's probably going out now. I was on the  
3584 Board of Directors during that time. And I can tell you unequivocally, they have the survey, and  
3585 they'll show it to you. We sent out a survey, to SurveyMonkey to 850 emails. There are 1,000  
3586 people in the community. Many got bounced back.

3587 Out of the 850 that responded, only 243, let me repeat that, 243 people responded to that survey.  
3588 Seventy-five percent, approximately, of the 243, less than twenty-five percent of the entire  
3589 community came from the group of homeowners that all live on the golf course and have a view.  
3590 That is a not a coincidence. Every single person that has come up here today, pretty much, who  
3591 lives on Queensridge proper, not the Towers, but in the 180, that's what I'm calling, 95 percent of  
3592 those people who have been here every single time opposing this project, I know exactly what  
3593 the streets they live on. Eighty, ninety-five percent of them have, all have their golf course  
3594 views.

3595 We talk about the density down at the Towers; they killed the density. We can't have 3,000 units.  
3596 So Mr. Lowie goes below 3,000 units. This has to pencil out as Your Honor said. So if they want  
3597 1400 units, then the density is gonna get shifted up to Queensridge proper. That's the only way it  
3598 pencils out. So when the density was then switched over from the high density, when that got  
3599 lowered and Mr. Lowie wanted to put 61 up on Outlaw North, my God, we heard, it was bloody  
3600 murder. We can't have 61 houses. Well, you reduced, the people that were against it, reduced the  
3601 density down at the Towers. You can't have it both ways.

3602 Finally, I'd like to impart on all of you, and I think Councilman (sic) Fiore, who had been in the  
3603 legislature a long time, I think of you kind of as –, our great senator from the State of Arizona, as  
3604 a maverick, and to that extent, she hit it on. But what I didn't hear was this. What is killing this  
3605 community is not necessarily the dead golf course. The people that are getting hurt the most are  
3606 the people with those golf course views, who understandably are upset, but unfortunately the law  
3607 is not always about fairness. And in all fairness, I am one of the pesky lawyers, but I'm here

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3608 tonight as a homeowner. What's killing our community is the uncertainty of what is going to  
3609 happen on that course. That is killing us.

3610 Shauna Hughes, our lawyer, who's not here, but she said it, and I asked her at the last meeting  
3611 that we had, I said: Shauna, as the City Attorney of Henderson, when everything went south, you  
3612 have personal knowledge about this, Lake Las Vegas, have you ever known a golf course  
3613 community that was enveloped within a golf course or surrounded by a golf course, have you  
3614 ever known a community like that, where the golf course closed, went dead, and it increased  
3615 property values? Obviously, the answer was no.

3616 And then I asked her the second question: Would you agree that the uncertainty with respect to  
3617 the development plan and the uncertainty with respect to this community, as to what that golf  
3618 course is going to be, is really being, having the impact on our community? She said, yes.

3619 It is the uncertainty that is killing us. And while I don't live on the course, I'm joined at the hip  
3620 with every single one of these other people that are. And my property values are tanking. I'm not  
3621 going anywhere soon. Queensridge is my home.

3622 But I will tell you this. Frank Schreck comes up here and says, well, I'm here because of the  
3623 community, and I live here and I love my community. Frank Schreck purchased a two-acre lot  
3624 up in the Summit in April of this year. It's on public record. He's gone. Don't be misled as to  
3625 what's going on. Don't allow these surveys that they're talking about to mislead you, because the  
3626 certainty – of those surveys are in question. I'm here to tell you that. If you live on the course,  
3627 you're gonna be against it. And 80 percent of the people that did respond, those were the people  
3628 on the course, and they were against it.

3629 Do not allow, as politicians as well, you know as well that people that don't get involved with the  
3630 process does not mean they're against it. There is much apathy in Queensridge in the B Section,  
3631 which I'm in. We are 600 units strong. We support that community with our dues as well.

3632 Without us, that doesn't, that community does not thrive. They are apathetic. They are afraid.  
3633 They were my constituents at one point in time.

3634 And I applaud Councilman (sic) Fiore, Councilwoman Fiore to say, and put it right on. The  
3635 uncertainty is what's killing us. And you guys need to make a decision, up or down, so that we  
3636 can either move forward. The developer needs to do what he needs to do to do his remedies. And

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3637 finally, Councilman Coffin, about four, maybe three or four meetings ago, when you were  
3638 making that comment, with respect to it, and you voted no, you said, quote, there is zero chance  
3639 that this golf course is not gonna be developed into some sort of residential development. That  
3640 was right out of your mouth. I agree with you.

3641

3642 **COUNCILMAN COFFIN**

3643 But you know what? I don't think I said that. So, you know, we'll have to look at that.

3644

3645 **GEORGE WEST**

3646 Please look at the record.

3647

3648 **COUNCILMAN COFFIN**

3649 So don't quote me if you're not sure.

3650

3651 **GEORGE WEST**

3652 I – am absolutely sure. Look at the record, please. Thank you for your time.

3653

3654 **COUNCILMAN COFFIN**

3655 Well, I'm not.

3656

3657 **MAYOR GOODMAN**

3658 Thank you. And now, I'm going to ask, and hopefully this is new information. Councilman  
3659 Barlow has to leave at 5:00. So if this is going to go for a vote, that is 25 minutes out, and I  
3660 haven't had the chance to turn this over to Councilman Seroka for his comments, his input and  
3661 some motion. So I am very concerned. If you can keep your comments very, very brief so I can  
3662 do that, and we can get some resolution here, please. And if anything's been said before, don't  
3663 add and repeat it again.

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3664 **ROBERT LEPIERE**

3665 Yes, Mayor. And I'll, good evening. I'll be as brief as I can be. My name's Robert Lepiere. I'm at  
3666 9617 Camden Hills. I can tell you, as a former sheriff, the prospect of this golf course staying the  
3667 way it is, is a nightmare. We are wide open on three sides, easy access to anybody that wants to  
3668 walk in. The developer's plan not only addresses this security aspect. It eliminates it. So, for that  
3669 issue, I urge at least moving forward on it.

3670 And the second thing I just, and second thing, and last thing is, as a past president of  
3671 Queensridge, I had the opportunity to work with Mr. Lowie. We – know the quality of his work.  
3672 That's very obvious. I also had the ability, well, the opportunity, I was president during the  
3673 recession. I had the opportunity to talk to many of our surrounding neighbors.

3674 One thing I found out was that when Queensridge Towers got hit hard, they opened right before  
3675 the recession really hit, Mr. Lowie stepped in and literally paid for the – empty units that were  
3676 not there, you know, were not sold at the time. So all I'm saying is we know the quality that this  
3677 development would be, and we know that Mr. Lowie and EHB will stand behind their product.  
3678 So I urge you to move the community forward. And it's in the best interest to move this forward.  
3679 Thank you.

3680

3681 **MAYOR GOODMAN**

3682 Thank you very much. And, too, Sir, if you'll be very brief. We're now 20 minutes of.

3683

3684 **TODD KOREN**

3685 Hi, my name is Todd Koren. I live at 9220 Worsley Park Place, which is in Tudor Park. I don't  
3686 live on the golf course. I live backed up to Alta. I think a lot of what you do hear is from people  
3687 who live on the golf course, and they're being affected by their views, losing their views. My  
3688 concern is simply supply and demand. If we add a few thousand more homes to that area, what's  
3689 it going to do to prices?

3690 I was the original owner of my home. I bought it in 2005, top of the market. Still not worth today  
3691 what I paid. And I look at this and say, I'm not the only one in the neighborhood who didn't walk

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3692 away or short sell, and I think a lot of us are gonna continue to be adversely affected by adding a  
3693 few thousand more homes to that neighborhood. Thank you.

3694

3695 **STEVE CARIA**

3696 Steve Caria, 9101 Alta Drive, Unit 202. I'd like to congratulate, first of all, Steve Seroka for his  
3697 terrific victory and the new Councilwoman, Michelle Fiore. A couple items I'd like to mention  
3698 here is, and I, I'm befuddled sometimes, because I really feel, Mayor, with all due respect, that  
3699 you have some prejudice towards this developer, because let me tell you some of the things that  
3700 he's done. He's told the people of our residence and our community that it's a done deal, meaning  
3701 the deal is done. We have no word in it. That's the first thing. So you want to know if he upset  
3702 people, that's what he did.

3703 The second thing is is that there were threats, and it's on film to the Council members, that he  
3704 met with each of you, met in your private councils and you agreed to his proposal. That was a  
3705 threat. Also, that he was a threat to one of the Planning Commissioners that belonged to Lois  
3706 Tarkanian.

3707

3708 **MAYOR GOODMAN**

3709 And he never met with me. He never met with me alone. He never made a threat.

3710

3711 **STEVE CARIA**

3712 That's what he said.

3713

3714 **MAYOR GOODMAN**

3715 It doesn't make any difference. I am telling you on fact on the record, Yohan Lowie never met in  
3716 my office with me alone, nor did he make an offer and I said anything.

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3717 **STEVE CARIA**

3718 That's great –. But he did say that, and it's on film. I, in addition to that, there's been an attack on  
3719 an individual Council member. And I think that we all have to understand that we're not dealing  
3720 with someone that's reasonable or fair or that people in the community want to live with.  
3721 Now, the last thing I want to, because there's (sic) a lot of things I could add to this list, but I've  
3722 heard Councilwoman Fiore make a statement. And I want to tell you, the statement I don't  
3723 necessarily agree with. I think the values in our community have already been devastated.  
3724 You've heard that over and over again. You've heard a couple of people try to give reasons. But I  
3725 can tell you trucks backed up for 10 years, for 20 years, rock crushers, development, all that  
3726 activity taking place in our backyard will cause more destruction and more loss of value than  
3727 anything we're talking about.

3728 And in addition to that, the entire vote to – unseat Councilman Beers was centered around one  
3729 primary issue, and the primary issue was to get rid of this development. That was the number one  
3730 issue in Ward Number 2. And Mr. Seroka is our representative, and I don't know why it hasn't  
3731 been referred to him earlier to speak on this subject, because he's the one that's talked to  
3732 thousands of people, knocked on thousands of doors, and we look to him for support. Thank you.

3733

3734 **MAYOR GOODMAN**

3735 And that is where we've been trying to get to since one o'clock.

3736

3737 **STEVE CARIA**

3738 I agree with you, Mayor. Thank you so much.

3739

3740 **MAYOR GOODMAN**

3741 So, if we hadn't had so many repetitive comments, we'd be there, to Mr. Seroka, but he is the  
3742 end.

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3743 **STEVE CARIA**

3744 Well, I agree. And repetitive comments have come from both directions. And thank you so  
3745 much.

3746

3747 **MAYOR GOODMAN**

3748 One presentation only and that was it. Thank you.

3749

3750 **JAMES JIMMERSON**

3751 Good afternoon. Jim Jimmerson. My address is 9101 Alta Drive. And I'm a resident of  
3752 Queensridge Towers. And congratulations to both Chairperson (sic) Fiore and Chairperson (sic)  
3753 Seroka; welcome aboard. And, a difficult issue to begin your – tenure, and I – wish you much  
3754 success and much good fortune.

3755 I am the lawyer for the developer in the litigation, and our firm is the Jimmerson Law Firm. My  
3756 address is 415 South 6th Street, Las Vegas, and I'm a native of Las Vegas, and I've lived in  
3757 Queensridge long ago, since 2001.

3758 I will take in 10 minutes to try to respond to three and a half hours of response. You did allow  
3759 two of the plaintiffs to testify for about an hour. But I will be brief. But if you'll give me just a  
3760 few minutes, I'd be appreciative.

3761 You didn't get here by accident. And you heard the comment two or three speakers ago about the  
3762 homeowner is being held hostage. The reality is the only person that's being held hostage is the  
3763 developer, if you'll bear with me.

3764 If you read the Staff Report, you will see that the staff recommends approval of the Developer  
3765 (sic) Agreement. And, at Page Two of the staff's response, it has an analysis, and it provides the  
3766 reasons for its recommendation for the execution and approval of the Developer (sic)  
3767 Agreement. And towards the end, it provides a series of findings that are important, that read,  
3768 beginning, I'll not read them all, the proposed development agreement conforms to the  
3769 requirements of NRS 278 regarding the content of development agreements.

3770 The proposed density and intensity of development conforms to the existing zoning district  
3771 requirements for each specified development area. Through addition, development, and design

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3772 controls, the proposal, proposed development demonstrates sensitivity to and compatibility with  
3773 existing single-family uses or the adjacent parcels, and it goes on.

3774 So there was a question I was asked by your City Attorney, a very gifted attorney, who said why  
3775 it's a matter of whether or not you trust your staff. If all of the positions that have been  
3776 articulated to you by the many homeowners who have testified here this afternoon were truthful  
3777 or accurate, this would be an easy case. You wouldn't have staff making its approval, or its  
3778 recommendation for approval. You wouldn't have the City Attorney answering the questions in  
3779 response to the questions by Chairperson, Councilwoman Tarkanian or Councilwoman Fiore in  
3780 the manner that he does.

3781 And the answer is because our client bought a piece of property in March of 2015, sought to  
3782 develop it through three of the entities, three companies, the three different companies, started  
3783 with a small project of 17 acres, and it was the City who asked us to bring all of the 250 acres  
3784 and all of the complexities of that together in one setting in August and September of 2015.  
3785 The developer has faced the remarks of the plaintiffs in their litigation, and Mr. Schreck, in  
3786 particular, in which Mr. Schreck tells us that the whole purpose for this whole presentation today  
3787 and for the presentations before him has to do with trying to facilitate delay. And that is what  
3788 this is all about.

3789 The email sent by Mr. Schreck to the many homeowners was – stated as follows, November 2 of  
3790 2016: We knew from the beginning, quoting from his email, that the Mayor, Beers, and Perrigo  
3791 had the deck stacked against us. That is why we have always said we will win this in court.  
3792 However, we have done a pretty good job of prolonging the developer's agony from September  
3793 2015 to now. We now look forward to the deposition of Perrigo and Lowenstein, which (sic)  
3794 have been noticed for this month. End of quote.

3795 And, that has been the protester's whole point, and that is delay. In the cursory fashion and  
3796 superficial fashion that you hear, that they want to negotiate something, they want to reach some  
3797 sort of accord, that – is just lip service without any substance. Because as you have been reported  
3798 to by your own staff, which, of course, I've not been privy to, you know who has negotiated in  
3799 good faith, you know who has made concessions. And contrary to the Councilman, it's not just a



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3800 natural amount of giving when you have demands of 300 feet behind homes, football fields of  
3801 ground in exchange for some sort of accord.

3802 The law supports this development. The law was found, as you, as I reported to you in the past,  
3803 through a District Court decisions (sic). They find that this developer has the right to develop  
3804 and, as Councilperson Seroka has learned, by virtue of his study, and Councilperson Fiore the  
3805 same, has a right to develop their property up to 7.49 dwelling units per acre.

3806 And the question asked by Chair, by Councilwoman Tarkanian, with regard to the PR-OS has  
3807 also been answered conclusively by your City Attorney and by your Planning head of  
3808 department, now Assistant City Manager, in that NRS 278.0349 states that where the zoning  
3809 ordinance is inconsistent with the master plan, the zoning ordinance takes precedence.

3810 The parties to this agreement acknowledge that the extant approved zoning and land use for the  
3811 site do not match. The City may request a general plan amendment as a future date, at a future  
3812 date to make the land-use and zoning designations consistent.

3813 And the Councilperson asked the question: Well, what does that exactly mean? And the answer  
3814 is just what it says. This property started with hard zoning, in 1990, R-PD7. In later years, the  
3815 City, in an effort to, as – referenced to by Mr. Lowenstein, to provide guidance and goals for  
3816 future use placed a land use designation of PR-OS in the 2005 time period.

3817 But the land use designation PR-OS gives way to the more fundamental right of entitlement of  
3818 7.49 dwelling units, and that's why it is not a barrier here. And that's why a general plan  
3819 amendment will come at a later date with the approval of this development agreement. And that  
3820 responded to that. So it's not only the right to develop that we've established, but there's also the  
3821 indication that the GPA must give way to the superior rights of land use rights and development  
3822 under our zoning ordinance, which was also confirmed by a 2001 City ordinance in 2001  
3823 Citywide, approving all this property for 7.49 use.

3824 And intelligent use of this property, as recommended by your staff, is to shift the density from  
3825 portions of the 180 acres down to the 70 acres to the east. It makes sense, because you have  
3826 adjoining use with the Towers at twenty-five and a half units per acre. It makes sense because of  
3827 the location of the ground. It makes sense because of how it would react well with adjoining

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3828 properties. And that's why your City staff recommends the approval of the Development  
3829 Agreement.

3830 And it also protects the property to the west with regard to minimum use of two acres or more  
3831 per house, which is an extraordinary compromise, an extraordinary project, which began this  
3832 project, and for which a different company, 180 Land Company would propose be implemented  
3833 at the appropriate time.

3834 So when you look at these different points, you see that there has historically been a recognition  
3835 that this is the appropriate site for this appropriate use, which is why your staff recommends it  
3836 and which is why we request you to approve the Development Agreement.

3837 I did want to put into the record a, comments on the Development Agreement. You heard of, one  
3838 of the, two or three of the lawyers, Mr. Buckley being one and others, questioning the  
3839 development agreement. We have placed, and Ms. Holmes, if you would, we have responded in  
3840 writing long before today our answers to the questions that have been raised by the lawyers for  
3841 some of the homeowners, and we would like to mark that in this record as the developer's  
3842 response to questions that have been posed by some of the papers by that representative for one  
3843 or two of the homeowners that was spoken to today.

3844 We also, providing, too, a statement of law and rights to a final decision that the developer is  
3845 entitled to with regard to both his rights to develop this property and to do so in a compatible and  
3846 consistent manner as they've been spoken to by my colleague, Mr. Kaempfer. And we also  
3847 provided to you an economic impact of the projects that my clients have had the privilege of  
3848 representing and providing and presenting here in Las Vegas and throughout the Valley for your  
3849 edification.

3850 But finally, I brought to you the case law from the District Court of Nevada, Judge Smith, which  
3851 has found in favor of the developer and against these homeowners, particularly a particular  
3852 homeowner, Mr. Peccole, who has, who had filed a lawsuit and had his matter dismissed. And it  
3853 also presented – to you the words of your City Attorney with regard to the right to build, as well  
3854 as the right to have this particular project approved.

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3855 Also, the remarks of your Planning Commissioner, excuse me, your Assistant City Manager,  
3856 Mr. Perrigo, who, when he was Planning Commissioner (sic), had indicated why this, zoning  
3857 rights appertain and why there's a right to development.

3858 Now, with the right to develop, it does not give a blank check, by any means. It means that there  
3859 would be development that would be appropriate and consistent, and certainly the project that is  
3860 here does that. It will increase property values. It will increase use and – enjoyment of the  
3861 location, and it will ensure that there's appropriate use of the property for the benefit of all,  
3862 including those who are skeptical about the development.

3863 But when you look at the right to develop and you look at the completion of the needs, of the  
3864 demands of the City and the satisfaction by the developer of the demands of the City, you have  
3865 the public's interest being protected. And I – would just indicate that even your Councilman,  
3866 Mr. Coffin, recognizes that there should be development there. It's a matter of what is the best  
3867 type of development and what would be appropriate.

3868 I do want to speak to the words with regard to the 30-days continuance, because that was an  
3869 important issue that took some up time today. We were sued by certain homeowners, 6  
3870 homeowners, now expanded to, I think, about 20. We were sued in December of 2015. The  
3871 intended purpose, as I read to you, to prolong and delay the agony of the developer, not to ever  
3872 reach a resolution.

3873 The City of Las Vegas was sued in December of 2015, claiming that it had acted unlawfully. The  
3874 City was sued in July of 2016, as was the developer in a separate lawsuit, again making  
3875 outrageous claims against both the City of Las Vegas and the developer. And that case was  
3876 dismissed by January of 2017. And this case that has been brought in December of '15 is set for  
3877 trial or will be set for trial, we anticipate, the third week of September of 2017.

3878 So, Madame Mayor, what I'm suggesting is this. Because of the trial date that we've been aiming  
3879 towards in the third week of September, it's not possible to delay the trial. I would be willing,  
3880 unlike the plaintiff's counsel, to, if we had to adjust certain depositions, to do that. But there's no  
3881 reason why opposing counsel and I and counsel for the City of Las Vegas, working with  
3882 Mr. Jerbic, could not continue our work towards a trial date while we still, the lawyers, stay out

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3883 of the mix of 30 days that you've requested. I don't see them as mutually exclusive. Quite the  
3884 contrary, I see them as in parallel and something that makes good sense.

3885 The developer has been put upon by some homeowners regarding a suit that we believe is  
3886 frivolous. We have the opportunity to rid ourselves of this lawsuit in a month's time. We have  
3887 already rid ourselves successfully defending a lawsuit in January of this year, and we do support  
3888 a resolution of this matter.

3889 The – harm and damage to my client caused by some of these homeowners and caused by the –  
3890 mischief of some of them has certainly been well documented and certainly hurtful to my client.  
3891 And the preoccupation, that just – gnaws at anyone who listens to this record, about how much  
3892 money is this developer going to make? How much profit is he going to make? Is he going to  
3893 make a billion dollars? We heard one person today.

3894 Instead of understanding that somebody has made a reasonable investment, has the right to  
3895 develop his property and seek City approval and input and the input of friends and neighbors.  
3896 This developer developed 42 homes in this neighborhood, built the Towers, built Tivoli across  
3897 the street, solved all of the drainage issues that could be possibly complained about, receiving  
3898 FEMA approval. They are a neighbor. They are our neighbor, and they build a quality project.  
3899 So, Madame Mayor, we would agree, with the cooperation of opposing counsel, to the 30 days.  
3900 We would personally stay out of your negotiations and discussions. We do need to proceed to  
3901 trial, but there's no reason why we cannot continue these negotiations with you.  
3902 That being said, if that's their appetite on the part of the parties to do so, then, please, approve  
3903 this Development Agreement today and allow us to go forward with our project.

3904

3905 **MAYOR GOODMAN**

3906 Thank you.

3907

3908 **JAMES JIMMERSON**

3909 But we need you to keep our trial date. In the same breath, we want to commit our continued  
3910 cooperation with you.

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3911 And, Mr., Councilman Coffin, respectfully, I don't know anything about this claim of anti-  
3912 Semitism. I do know that you stated on the record that you could not be objective with regard to  
3913 this application. And that's the reason I know for the request for recusal. There's nothing personal  
3914 here, as far as I know, from both my clients, certainly, not anyone here representing my clients.  
3915 But your comments today certainly do not give us much comfort that you can look at our client's  
3916 application impartially.  
3917 Thank you so much, every one of you.

3918

3919 **MAYOR GOODMAN**

3920 Thank you, Mr. Jimmerson. And, hopefully, this last comment —

3921

3922 **COUNCILMAN COFFIN**

3923 Your Honor, I – will have to just take this liberty to say something about that, that Jimmy  
3924 brought up. It's, this Development Agreement I don't like. I proposed one. If you want to call  
3925 what I did on a blackboard or a whiteboard at Lowie's office a development agreement proposal,  
3926 I made one. And, as you had mentioned, or somebody did, you did it, Jimmy.

3927

3928 **JAMES JIMMERSON**

3929 I didn't, but yes.

3930

3931 **COUNCILMAN COFFIN**

3932 You know –, that I told in a meeting here a few months ago, before the June 21 meeting, that not  
3933 everything I believe would make this side happy, because I believed that there were some rights  
3934 involved here that would allow —

3935

3936 **MAYOR GOODMAN**

3937 Councilman, I'm going to have to interrupt you.

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3938 **COUNCILMAN COFFIN**

3939 I'm trying to correct the record, Mary (sic) –

3940

3941 **MAYOR GOODMAN**

3942 No. It doesn't make any difference.

3943

3944 **COUNCILMAN COFFIN**

3945 Mary, Mayor –

3946

3947 **MAYOR GOODMAN**

3948 Excuse me, no –

3949

3950 **COUNCILMAN COFFIN**

3951 Mary, no, (inaudible) –

3952

3953 **MAYOR GOODMAN**

3954 I am going to assume of the prerogative of the chair. You can have your conversation later.

3955

3956 **COUNCILMAN COFFIN**

3957 I – still have an open mind on development agreements.

3958

3959 **MAYOR GOODMAN**

3960 Yes, ma'am, if you'll please go ahead so we can conclude the public comment and turn this to

3961 Mr. Seroka, who can come back to you, Councilman Coffin. You've already had 10 minutes.

3962 Please, go ahead.

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3963 **LOUISE FRANCOEUR**

3964 And thank you very much for letting me speak. This will be very short. And it would have been  
3965 very nice for the residents to have been implicated from the get-go, when the plans were first  
3966 being developed, as opposed to everything being now retroactive constantly. But —  
3967

3968 **MAYOR GOODMAN**

3969 What? Oh, I'm sorry. Your name, please?  
3970

3971 **LOUISE FRANCOEUR**

3972 Louise Francoeur from 9217 Tudor Park Place. What I did want to ask is I just want one  
3973 example. I agree with everything Councilwoman Fiore said about what we're looking for in the  
3974 community, but I want one example where in which in a developed neighborhood, such as  
3975 Queensridge, one example where 1600 multi-family apartments were introduced that actually  
3976 raised property values.  
3977

3978 **MAYOR GOODMAN**

3979 Okay. I think that —  
3980

3981 **LOUISE FRANCOEUR**

3982 I just want one example.  
3983

3984 **MAYOR GOODMAN**

3985 Okay. And, it, that was already addressed earlier. So thank you.  
3986 At this point, I'm going to close the public hearing, and, Councilman Seroka, you're in.  
3987 Now, Councilman Barlow's going to be able to stay another half hour, at which point, hopefully,  
3988 we will be moving towards a vote. Councilwoman has to leave, but you have the number to be  
3989 able to call in.

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3990 **COUNCILWOMAN TARKANIAN**

3991 Yes. I'll stay as long as I can.

3992

3993 **MAYOR GOODMAN**

3994 Okay. Thank you. Okay. Councilman Seroka.

3995

3996 **COUNCILMAN SEROKA**

3997 Thank you, Mayor. As mentioned, this is quite a softball you've tossed me for my first major  
3998 effort here, 14 days in from being sworn in, and I greatly appreciate this opportunity. So, thank  
3999 you.

4000 You know, I live in the ward. I have – walked on the land, and I have met with, and I know most  
4001 everybody that testified today on both sides. And I think it's important today that we understand  
4002 what we're actually voting on as a Council. And I'll get to that in a minute. But, I just want to  
4003 share that I have gone to school on this. I got sworn in, sworn in 14 days ago, and I have, from  
4004 morning till late at night, every day of the week, except my anniversary, studied this topic, and  
4005 I've worked extremely hard to understand what's before us today.

4006 And I wanna clarify, I'm not here to do anyone's bidding. Those of you that have met with me on  
4007 all sides know that I have made that explicitly clear. I am here to represent what is the greater  
4008 good of our residents of Ward 2 and the surrounding areas. And what's before us today will have  
4009 regional impact. And we are being watched.

4010 Unlike in other parts of the state and nation, this is the first time in the City of Las Vegas where  
4011 we have seen an actual plan to redevelop a golf course. There is no precedent. And the action we  
4012 take today will be the precedent for the future and impact the lives of our citizens for decades to  
4013 come.

4014 This agreement will have impact far beyond the Queensridge community. Adding over 2,000  
4015 apartments and other commercial uses to a corner, which has already over 1400 multi-family  
4016 units built or entitled would make this, as we've heard, the single most dense corner in the City  
4017 of Las Vegas. You know, that sounds something more appropriate in Symphony Park or  
4018 Downtown than in a suburban Summerlin.



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4019 I know we've had discussion on this, but an average of 35 units per acre is proposed in  
4020 Development Area 3, which is adjacent to single-family homes. That doesn't seem to be  
4021 harmonious and compatible.

4022 In this document, we, and what we are voting on today, it will affect everything from traffic to  
4023 flood control to education, fire and police services, and they will all be impacted by this  
4024 agreement. And I think it's critical that every member of this Council to have been able to read,  
4025 understand, and agree with every single word in the document before any of us could even  
4026 consider approving it. The implication of every should versus may, and versus or, or comments  
4027 such as, at the sole discretion of the developer, must be understood because an interpretation can  
4028 completely change an implementation.

4029 If we approve this, we will then approve an ordinance, which becomes our law. This agreement  
4030 will carve in stone forever the future of not only Queensridge but the entire community. And  
4031 because of this, I cannot take this lightly.

4032 I know that reviewing this document has been difficult for all of us. And I've heard it today, both  
4033 of those residents and those of us on the dais, because among other things, we've seen at least  
4034 three different versions in the last seven days. Exhibits appear to have been added, changed,  
4035 removed, duplicated, and in meetings with staff, we found ourselves reading from different  
4036 versions.

4037 Because of the changes, the confusion, no one seems to have had sufficient time to review  
4038 whatever actual document it is that we are approving to the level of detail required to make a  
4039 sound decision. Our residents deserve an opportunity to review, digest, and comment on such an  
4040 all-encompassing and permanent agreement. They deserve better than what we have given them  
4041 to date. I've consulted with a large number of experts. They include Mr. Ngai Pindell, a Harvard  
4042 Law School graduate, which (sic) many of you know, a highly respected professor of law at  
4043 UNLV. I've consulted with planners, other attorneys, developers, and experts in the fields of  
4044 traffic, flood control, general development related fields. My understanding is that state law  
4045 requires a determination whether the development agreement is in conformance with the Master  
4046 Plan. If it is not, then it would require a major modification, a general plan amendment, and then  
4047 it'd be followed by a development agreement, which is what's before us today.

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4048 Because we've skipped steps, we have some major issues to get through, issues that would  
4049 normally have been fully analyzed through the major modification and general plan amendment  
4050 process. Instead, we skipped it all and have gone right to the Development Agreement. It appears  
4051 we've kind of put the cart before the horse and made our work more difficult.

4052 At the same time, I've learned in my discussions that it's customary practice for a developer to  
4053 obtain entitlements before closing on a property. It is very atypical to have a case like this, where  
4054 the developer chooses to move forward with a purchase without having the desired entitlements  
4055 in place. I don't think it's the City's responsibility to match entitlements to financial requirements.  
4056 It's the City's responsibility to ensure the proposed development is harmonious and compatible  
4057 with the surrounding area.

4058 What we're talking about today is bigger than Queensridge. This action will set a precedent for  
4059 every potential golf course conversion in the City of Las Vegas and possibly all of Southern  
4060 Nevada. Quality of life issues, such as availability of open space, parks, little league fields,  
4061 soccer fields in Wards 2 and 4, which are adjacent to each other, will all be impacted in, by  
4062 adding in excess of over 3200 multi-family units and more than 7,000 future residents in just  
4063 these four corners.

4064 At this time, I would like to highlight just a few example (sic) of concerns from this agreement.  
4065 The Development Agreement provides no schedule or timeline and permits development at the  
4066 developer's sole discretion. This allows for many risks for the City, including leaving the door  
4067 open for potential transfer of interest to anyone at any time.

4068 Regarding flood control, which is a life safety issue, we know the potential resolution and  
4069 engineering solutions are not yet complete or approved. And this is a large-scale effort. We are  
4070 dealing with flow rates of 4,600 cubic feet per second. Imagine 4600 basketballs passing by you  
4071 every second.

4072 In addition, this allows units to be built before the flood control solutions are completely in  
4073 place. Additionally, in October of '16, I'll say 2016, specific, the City's Traffic Engineer wrote a  
4074 letter to the applicant stating that no development with the current road structure could be, occur  
4075 in Development Areas 2 and 3, unless an easement was provided by the Las Valley, Las Vegas  
4076 Valley Water District.

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4077 In addition, as it's been mentioned, I've been told verbally that without that easement, no more  
4078 than 1500 units can be built without their easement. I've received a letter, I – (sic) may have  
4079 already been put into the record, that says they're not going to get that easement. It's not going to  
4080 happen. And that makes a major portion of this agreement challenged.

4081 Other incentive items in the agreement, as briefed, are contingent upon items out of the control  
4082 of the residents, one of them being the Las Vegas Valley Water District easement. It would seem  
4083 that in good faith those contingent items would be part of the agreement and they would be going  
4084 in – play anyway.

4085 When it comes to fire, police, medical services, the school, the Development Agreement does  
4086 not address this at all in any section. The impact of public safety or schools. Public safety I  
4087 understand consumes a majority of the local government expenditures. This agreement does not  
4088 provide for any additional public safety resources. And over the last seven months, speaking to  
4089 thousands of Ward 2 residents, crime and lack of police presence is already a top issue affecting  
4090 our community.

4091 The Clark – County School District has sent a letter requesting an agreement to address the need  
4092 to accommodate additional students. That should be addressed in the Development Agreement,  
4093 as well, just as it has been in other similar agreements. Our schools in Ward 2, as we know, are  
4094 already severely over-capacity. This is a critical issue.

4095 These are just some examples of concern. There are far too many to describe here.

4096 So, as I move toward the conclusion, I've looked at 13 recent golf course closures in  
4097 communities across the country and how they're dealing with them. These include one course  
4098 that closed 10 years ago in Florida, where the developer was proposing only 800 homes or so.  
4099 No decision has been yet made after 10 years. We don't wanna emulate them.

4100 None of the 13 courses I studied had anything close to the number of units being considered here  
4101 today. The vast majority of these cases have former 18-hole golf courses being converted to 2  
4102 (sic) to 300 homes, not 2100 units at 35 units per acre.

4103 As a way to tackle the new phenomenon, we heard earlier today a, of golf course closures, a  
4104 county in Florida put a moratorium on golf course conversions until they could develop  
4105 appropriate policies. Maybe we should be considering doing the same.

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4106 I believe, as we've heard today from others, a reasonable and equitable development agreement  
4107 is possible, but this is not it. I've worked extremely hard in my first two weeks learning all sides  
4108 of the issue, the history and what needs to be done. What we need to do is do better by our  
4109 citizens, including the developer. We need consistent information, thoughtful discussion and  
4110 dialogue.

4111 So I considered the options. To vote yes would be putting in place an agreement where there is  
4112 no agreement. Clearly, we hear that today. There is no clarity. There is consistency. In essence,  
4113 we don't really know what we are agreeing to. Whoever do, however, we do know we are far  
4114 from agreeing.

4115 Now, I want to ask, Mr. Jerbic, if we do vote yes, can we ever change the density that we agreed  
4116 to?

4117

4118 **BRAD JERBIC**

4119 No. That's a 20-year agreement with a 5-year option, I believe.

4120

4121 **COUNCILMAN SEROKA**

4122 Could we change the location of a development once we agree to this?

4123

4124 **BRAD JERBIC**

4125 No.

4126

4127 **COUNCILMAN SEROKA**

4128 Thank you. So what we're saying is if we agree to this, we have no say. And I'm saying we don't  
4129 really know what it is that we're agreeing to, and we don't have an agreement. A development  
4130 agreement is a contract with, a contract; it assumes agreement.

4131 On the other hand, to vote no, no presents concerns about it's, what, next in the property, what  
4132 goes next, and we've heard that discussion. However, it does bring us closure. I've heard the  
4133 appeal for that, on both sides. It resets the discussion if there is going to be a discussion into the

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4134 future. It also levels the playing field for – the future and encourages a dialogue and compromise  
4135 heretofore not seen.

4136 In speaking with the City Attorney, a new agreement can come back at any time, even if we vote  
4137 no to this one. You just can't bring this one back for a year, but you can bring another one back  
4138 right away.

4139 To abey. We've heard a lot of discussion about delaying today. A vote to abey for two weeks or  
4140 even a month is an attractive option. We hope, we would hope it would allow all parties to  
4141 address their concerns, and actually come to an agreement. However, it's easily argued, what's  
4142 the point? It's been two years.

4143 At this point, and we've heard that length of time repeatedly today, two, two and a half years.

4144 After that period of time, you would expect an agreement to be perfect, to be no typos and  
4145 everything squared away. In addition, this meeting has been on the books for six weeks.

4146 What have we done? In the, there has only been minor movement in the agreement by either  
4147 party in the last seven days. So what would an abeyment (sic) do?

4148 This Council is the body to determine policy. And I think it's fair to say that this document, as it  
4149 stands, whichever version we're looking at right now, is not good policy. I want to, it appears we  
4150 are at an impasse. And remember, this is, we are voting on an agreement for all the marbles.

4151 There is no changing it later if we vote yes. If we were working on a major modification or a  
4152 general plan amendment, that would be different.

4153 I've heard that we may need an opportunity for the community and the developer to move on.

4154 I've heard that loud and clear today. So, Madame Mayor, I would like to make a motion, and I  
4155 **move to deny** this Development Agreement. And I ask my colleagues to join me in protecting  
4156 this community, and respecting the developer.

4157

4158 **COUNCILWOMAN FIORE**

4159 Mayor, may I ask if Councilman Seroka would consider a motion to maybe withdraw?

4160

4161 **COUNCILMAN BARLOW**

4162 The, withdraw without prejudice?

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4163 **COUNCILWOMAN FIORE**

4164 Yeah, withdraw without prejudice.

4165

4166 **COUNCILMAN COFFIN**

4167 Who has asked that?

4168

4169 **COUNCILMAN BARLOW**

4170 That's what she's asking.

4171

4172 **COUNCILWOMAN FIORE**

4173 Yeah.

4174

4175 **BRAD JERBIC**

4176 It seems to me, and let me talk to Tom, as well. I don't know that there's really any difference. A

4177 withdrawal, since they can come back with another agreement any time, a different agreement,

4178 certainly a different agreement, maybe even this agreement, it would operate almost as the same.

4179 If it's withdrawn, it's off until somebody brings back something different, and I – can tell you we

4180 would be very disappointed if somebody tried to bring this back after there was a withdrawal,

4181 because we would expect something different, if it did come back.

4182 But that's, legally, they almost operate as the same. This would not be on the table. There would

4183 not be another vote. It would be gone until somebody proposed something else.

4184

4185 **COUNCILWOMAN FIORE**

4186 Okay.

4187

4188 **MAYOR GOODMAN**

4189 Any more comments? Because there's a motion on the floor to deny.

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4190 **COUNCILWOMAN FIORE**

4191 So if – I, this is my, I understand the motion to deny. And my biggest concern with denying this  
4192 is, again, just having Badlands in – limbo. And so today this is what I heard, and I took some  
4193 notes. And so you guys are not upset that you don't have a golf course, like my Silverstone folks  
4194 are. My residents are upset about their golf course. You guys are upset about a contractor. Okay.  
4195 And you're willing to fight for the developer to go into foreclosure so another developer can  
4196 come in.

4197 That's what I heard, and as a woman with intuition, I, it kind of sounds like you have some  
4198 lenders and investors and lots of dollars to take this property. And that's basically forcing the –  
4199 contractor out of dollars. So, that's, I'm going to vote no on this, because I want 30 days. So if it  
4200 passes, it passes. If it fails, I'm gonna come back with a motion to give us 30 days.

4201

4202 **COUNCILMAN BARLOW**

4203 Mayor?

4204

4205 **MAYOR GOODMAN**

4206 Yeah?

4207

4208 **COUNCILMAN BARLOW**

4209 I don't know what it's worth, but we've been at this for quite some time now. And I believe that  
4210 we, one last ditch effort, I don't think 30 days is going to impact us. After 30, you know, come 30  
4211 days from now, I may have a different feeling, in relation to where we are with this. And so, I  
4212 believe, that 30 days is one last ditch effort, because I, what I really don't want is for the golf  
4213 course to go down, specifically after the photos that I've seen.

4214 I used to play Badlands quite a bit. It was one of my favorite courses. And so, to see where it is,  
4215 in this state right now, it can only get worse. And I just hate that the residents in this area would  
4216 have to live with the golf course being in such grave despair moving forward. And so, I would at  
4217 least wanna try one more opportunity for a 30-day approach. Thank you.

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4218 **MAYOR GOODMAN**

4219 And I'm going to add into that, because we have spent two years at this, and I am going to ask,  
4220 after this vote, we'll see where it lands. I still believe that this is something we can work through,  
4221 want those 30 days as well, and I still would ask, depending on this may pass, and I really  
4222 appreciate everything you've done, your research, everything, your earnestness in this, that,  
4223 Councilman Seroka, and really appreciate it. But my – hope would be that with those 30 days  
4224 and then at that point asking staff to create this from what everything that they've heard, that I  
4225 started with this morning or whenever it was, that we would go there.  
4226 But there is a motion on the floor. The vote would be to agree with Councilman Seroka that a  
4227 vote for yea is a vote to support his motion that says denial. Correct?  
4228 Okay. So I am calling for the vote. Please vote.

4229

4230 **COUNCILWOMAN TARKANIAN**

4231 Madame Mayor –

4232

4233 **MAYOR GOODMAN**

4234 Yes –

4235

4236 **COUNCILWOMAN TARKANIAN**

4237 – can I just say that I would prefer to wait the 30 days, but out of respect for the person who,  
4238 who's mostly involved with this, I would go for the denial.

4239

4240 **MAYOR GOODMAN**

4241 Okay. So you have to vote. Vote your yea. Okay. And, Councilman Coffin, please vote. And  
4242 then I'm going to ask you to post. No, she's voting. Your comment – was?

4243

4244 **COUNCILWOMAN TARKANIAN**

4245 I would prefer – waiting the 30 days. I'm just one of those people that feels you never give up.  
4246 However, he has had a lot more time to read the research, and I'm going to go on the basis of



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4247 what he recommends as the leader in that area.

4248

4249 **MAYOR GOODMAN**

4250 Oh. All right. So, please post. Everybody's –

4251

4252 **COUNCILWOMAN TARKANIAN**

4253 Oh, I do that all the time. Sorry.

4254

4255 **MAYOR GOODMAN**

4256 How do you know? Oh, because you have the vote.

4257

4258 **COUNCILMAN BARLOW**

4259 Right.

4260

4261 **MAYOR GOODMAN**

4262 And then, please post. And the motion carries.

4263

4264 **COUNCILMAN BARLOW**

4265 Yes, she has to revote.

4266

4267 **MAYOR GOODMAN**

4268 We withdraw the whole the vote? Bring it back to us and we all revote?

4269

4270 **COUNCILMAN BARLOW**

4271 No, she has it right there.

4272

4273 **MAYOR GOODMAN** Oh, you have it. Yeah. Hold back. Withdraw your vote. And the motion

4274 carries. (**Motion to Deny carried with Goodman, Barlow and Fiore voting NO.**) So the

4275 motion has been upheld to deny. And thank you all for your support and efforts and where we

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4276 are.

4277 So, we will now move, yes, please. Turn your microphone on.

4278

4279 **CHRIS KAEMPFER**

4280 If I may just please just thank staff for their hard work in this, especially Brad Jerbic and Tom

4281 Perrigo, and I appreciate what they've done.

4282

4283 **MAYOR GOODMAN**

4284 Everybody, please keep your voices down as you're going out.

4285

4286 **CHRIS KAEMPFER**

4287 They know I appreciate what they've done.

4288

4289 **MAYOR GOODMAN**

4290 Yes.

4291

4292 **CHRIS KAEMPFER**

4293 You know that the suggestion that they worked, on behalf of the developer, is insane, and it was

4294 their efforts that got it from 3,000 units to 2,000. It was their efforts that got three towers to two.

4295

4296 **MAYOR GOODMAN**

4297 Thank you. No, they work very hard.

4298

4299 **CHRIS KAEMPFER**

4300 It was their efforts that got, I mean, staff did an incredible job on behalf of the City and the

4301 neighbors. Thank you.

4302

4303 **MAYOR GOODMAN**

4304 Thank you, Mr. Kaempfer. Thank you. Thank you very much. All right. We will then move on to

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4305 Agenda Item 31, Recommending Committee, bills eligible for adoption at this meeting. Bill No.  
4306 2017-27. City Attorney, would you read the bill, please.

4307  
4308 **BRAD JERBIC**  
4309 Your Honor, I don't have to read it. I'm going to recommend, based on the vote that you just took  
4310 last, this is irrelevant and ask that you strike it from the agenda.

4311  
4312 **MAYOR GOODMAN**  
4313 Thank you. Agenda Item 31 is stricken.

4314  
4315 **END RELATED DISCUSSION**  
4316 **RESUMED RELATED DISCUSSION**

4317  
4318 **STACEY CAMPBELL**  
4319 Thank you, Mayor. We need to vote on 31.

4320  
4321 **MAYOR GOODMAN**  
4322 Okay. May I have a motion on 31? So sorry. The motion to strike, on Agenda Item 31, please. I'll  
4323 make the motion to strike 31.

4324  
4325 **COUNCILMAN SEROKA**  
4326 Mayor, I'd like to make a **motion to strike** Item 31.

4327  
4328 **MAYOR GOODMAN**  
4329 Okay. Thank you. Motion, the Councilwoman is gone. All right, there it is. Please post. Motion  
4330 carries. (**Motion to Strike carried with Tarkanian excused.**)

4331 **(END OF DISCUSSION)**

4332 /slc;gpb

## Badlands Development Agreement CLV Comments

### Planning

#### *Recitals*

City Attorney to provide additional Recital language.

Recital D refers to Resolution R-176-2004 and should be removed, as it is not relevant to the subject site. If the Developer wants to meet the intent of the Resolution then such could be stated.

Recital I refers to Resolution R-176-2004 and should be deleted.

#### *Section One – Definitions*

“BLM” should be removed from the list of definitions as it is not relevant to the subject site.

“Certificate of Occupancy or C of O” shall be included within the definitions as the development includes multi-family development. The definition shall be as follows:

“That certificate issued by the Building Official pursuant to the *City of Las Vegas Administrative Code* authorizing the use and occupancy of buildings and structures or portions thereof after the Building Official has inspected the building or structure and has found no violations of the provisions of that code or other laws which are enforced by the enforcement agency.”

“City Infrastructure Improvement Standards” refers to Kyle Canyon and should be revised to Badlands, unless no new engineered drawings are to be included within the Design Guidelines and then the entire sentence should be deleted.

“Entitlement Request” should include Site Development Plan Review within the definition.

“Grading Plan, Master Rough” shall be removed from the Development Agreement.

- B&S: The building code only allows grading of up to 120 acres at one time. We are okay with allowing more as long as it is clear the dust control and erosion control will be strictly enforced due to the neighborhood.

“Grading Plan, Specific” shall be removed from the Development Agreement and replaced with current UDC grading procedures/requirements.

PW: “Master Sewer Study” shall be revised to read as follows:

“means the comprehensive study to be approved by the Director of Public Works prior to the recordation of the first Development Phase Final Map, including updates required by the City where changes to the conditionally approved densities or layout of the development are proposed that would impact on-property and/or off-property pipeline capacities and may result in additional required off-property sewer improvements.”

“Master Utility Plan” should be revised to reflect the removal of “...except easements for existing NV Energy facilities constructed pursuant to BLM grants,” as it is not relevant to the subject site.

PW: “Parent Map, Tentative” shall be revised to read as follows:

“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 the UDC. Such map shall delineate all areas to be subdivided, including sanitary sewers, roadways and related necessary rights-of-way, easements and common areas. Furthermore, such map shall not include any individual residential lots.”

“Property” should be updated to reflect the correct gross acreage of the site (250.92 acres).

PW: “Village Streets” If the development does not have village streets then this definition is not needed.

#### *Section Two – Applicable Rules and Conflicting Laws*

**Section 2.02(d) –Area plans would be a plan that the MD could abdicate from. CAO to comment.**

#### *Section Three – Planning and Development of the Community*

Section 3.01(a) – single-family and multi-family shall be properly hyphenated.

Section 3.01(f) – Master Developer is to present to the City a justification for why this special provision that was allotted to Skye Canyon should be granted to this proposed development. (Alcohol Related Uses)

Section 3.01(g) – This section would be better addressed within the proposed Design Guidelines. Further discussion will be needed regarding any special provisions and potential language to be added to the DA versus the Design Guidelines.

B&S: Section 3.02(a) - Since this development is primarily commercial based it was discussed to limit the number of permits to buildings instead of a percent complete. We will only issue one C of O for the commercial buildings so there will not be a way to track the percentage of available units.

B&S: Section 3.02(b) - It is unsure how they will map the property so this section may need to be modified once a decision is made.

PW: Section 3.02(c) – This is typical of single-family residential development. The City will withhold building permits versus C of O.

Section 3.02(d) – Language pertaining to Master Rough Grading shall be removed from the Development Agreement. This section shall be reworded to reflect conformance with current grading practices.

- PW: Not sure if this section applies.

Section 3.03(d)(ii) – States “Prior to the Planning Commission consideration of a Major Modification that increases density in the Community...” This language alludes to the fact that the Major Modification process can increase density within the Community, when in actuality on the amending of the Development Agreement can do so. This language will need to be revised.

Section 3.05(a)(2)(b) – This section shall be revised to read as follows: “ The addition of similar and complementary architectural styles, color palates and detail elements to residential and commercial uses.” This language is to be identical to Section 3.03(b)(ii).

Section 3.05(a)(2)(e & f) – Setback encroachments and wall heights and locations are to be placed within the Design Guidelines. Please remove from the DA. Regarding encroachments on should also include pergolas.

Section 3.05(b)(2)(ii)(2) – Add the following language, “The Director of Planning may, in their discretion, approve or deny....”

Section 3.06(b) – Planned Community should be “Planned Development”. “R4 Zoning Classification.....” Should read as follows “...High Density Residential (R-4) zoning classification on the portion of the Property shown as Orchestra Village Planning Areas 1 & 2 on the Master Land Use Plan.”

PW: Section 3.06(c)(i)(4) - Per UDC, should show sanitary sewer layout for connection points and identify public sewer easements.

B&S: Section 3.06(c)(ii) - Depending on how the map proceeds this may need to be modified. DA Section reference regarding Off-Site Improvements is incorrect.

PW: Section 3.06(c)(ii) - Not sure this section applies. Modify based on Mapping. Construction phase should be tied to drainage improvements.

PW: Section 3.06(c)(ii)(1) - Will not need this as we’re looking at one master Tentative map and subsequent Final Maps.

PW: Section 3.06(c)(iii) - Will not need this as we’re looking at one master Tentative map and subsequent Final Maps.

Section 3.06(c)(iii) – Is the Master Developer going to be filing all of the Tentative Map requests? Also, if the proposed land use designations within the PD are specific to only one set of standards then the last sentence should be deleted. If the Master Developer is not submitting all of the Tentative Maps and an individual builder can submit a Tentative Map, the last sentence should be revised to reflect the Master Developers submitting a letter substantiating their review and approval of the request prior to or at the same time as submittal of the Tentative Map.

Section 3.06(c)(iv) – Site Development Plan Review is capitalized.

Section 3.06(c)(iv)(1 & 2) – The review type is Site Development Plan Review (capitalized). These sections should follow the same process as the Special Use Permit. If the desire is to have everything

administrative the language in this section shall refer to the new process that is to be established by the Design Guidelines. The language is to include the Administrative review times and appeal process for the applicant and City Council, as well as the Master developer written verification letter language.

Section 3.07(b) – There is no need for a model homes to be allowed at an earlier point in time than that allowed by the UDC. Master Developer will need to justify why they should have this special provision. The City is inclined to have the Master Developer conform to the UDC standards.

- B&S: If there are no models this section can be deleted.

B&S: Section 3.10: Since everything internal is going to be private, is this section needed?

PW: Section 3.10: Replace this section with areas that are not a part of this DA but will need full street improvement. – LVVWD property.

Section 3.11 – Community identity monuments would be better served as being part of the Design Guidelines and not a subsequent review. If time is not permitting these to be designed and incorporated into the Design Guidelines then this language could remain.

PW: Section 3.12 - Possibly no Village Streets so this paragraph should include all common areas.

Section 3.13 – Need a decision on whether or not the Master Developer is going to use a City standard street light pole. Need to know if there is going to be a Master HOA responsible or if there is some other entity yet to be defined.

- PW: May not need if we don't have a dedicated public street.

Section 3.14 – Master Developer indicated that there would be no blasting and that they would use existing materials on-site to create fill and grade. This section will need to be revised to include the intended method of processing, as well as if there will be trucking of materials.

- B&S: Recommend adding a section about a crushing operation. It was asked by GC Wallace what the requirements are and because of the neighborhood I think it should be identified, i.e. noise abatement, hours and any penalties.

Section 3.18 – Please include Republic Services in the Franchise Agreements section.

Section 3.19 – The proposed commercial section of the overall development is within the Planned Development (PD) portion. The development standards to be applied to this land use designation shall be prescribed within the Design Guidelines or deferred to a specific City of Las Vegas zoning district [i.e. C-1 (Limited Commercial)]. The multi-family (hyphenated) is found within both the PD portion and the straight R-4 zoned portion of the property. The PD portion will need to development standards as prescribed within the Design Guidelines and the straight zoned portion will defer to the UDC zoning district development standards. This is best done by calling out "Planning Areas" numbers or some other identifier within the Master Land Use Plan.

Section 4.01(a) – The “similar entity” will need to be defined within the definitions, described within the Recitals, as well as anywhere else maintenance or responsibilities are discussed and change of assignment language is present.

- PW: This section shall be revised to read as follows: “Master Developer agrees to organize a Master HOA or similar entity to manage and maintain sidewalk, common landscape areas, any landscaping within the street rights-of-way including median islands, public drainage facilities identified as privately maintained located within on the property, 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 and permanent flood control facilities as identified on the Regional Flood Control District Master Plan Update that are eligible for maintenance funding.”

Section 4.01(b) – This section speaks to a Nevada non-profit entity for the HOA or “similar entity”. The Master Developer has indicated a for-profit management group (Landscape maintenance) so clarification is needed.

PW: Section 4.02 – This section shall include the following sentence: “The Flood Control portion of the Maintenance Plan shall comply with Title 20.10.”

Section 4.04 – This section will be subject to negotiation. The City wants assurances through development triggers/milestones that will require improvements to be installed. There is no desire to leave such improvements to market demands or uncertainty.

- PW: Not sure we’ll have public streetlight with this project, so the language will need to be changed if we don’t. The following sentence is to be eliminated from the section: ~~“Master Developer or Master HOA or similar entity will maintain all temporary detention basins identified in the Master Drainage Study.”~~

Section 5.01 – Public facilities or contributions towards public facilities will need to be placed here. Commitment by the Master developer to provide contributions towards things such as pedestrian bridges, open space facilities to service their Community and the community at large will need to be negotiated based upon amount open space provided and intensification of service demand due to new residents. At a proposed 3,080 residential units at a ratio of 2.5 persons per unit yields 7,700 residents. An open space provision of 2.5 acres per 1,000 residents would result in the provision of 19.25 acres of open space being required. Planning Area 1 contains 60,325 square feet (approximately 1.38 acres or 31%) of recreation/open space for where 4.5 acres would be required (720 units X 2.5 persons = 1,800 residents / 1,000 X 2.5 acres = 4.5 acres).

Area	Units	Provide Open Space		Required Open Space		Δ	
1	720	60,325 SF	1.38 Acres	196,020 SF	4.5 acres	-135,695 SF	-3.12 Acres
2	1500	TBD	TBD	408,375 SF	9.375 acres	TBD	TBD
3	800	TBD	TBD	217,800 SF	5 acres	TBD	TBD
Forrest	60	TBD	TBD	16,335 SF	.375 acres	TBD	TBD



<b>Total</b>	<b>3,080</b>	<b>TBD</b>	<b>TBD</b>	<b>838,530 SF</b>	<b>19.25 acres</b>	<b>TBD</b>	<b>TBD</b>
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Section 6.01 – Conservation areas placed behind gates, which will not be accessible for the mutual enjoyment of the Community within and outside of the community will not be considered open space and will need to be differentiated within this section of the DA.

PW: Section 7.02 - No BLM that we're aware of. Possibly delete this section.

PW: Section 7.04(a) - One of the criteria is that calculations are done using a pipes' capacity at ½ full. Please revise the language as follows: "Design and Construction of Sanitary Sewer Facilities Shall Conform to the Master Sanitary Sewer Study. Master Developer shall design, utilizing City's sewer planning criteria, and construct all sanitary sewer main facilities that are identified as Master Developer's responsibility in the Master Sanitary Sewer Study."

PW: Section 7.04(c) – Please add the following language as a new subsection:

(c) Updates. The Director of Public Works may require an update to the Master Sanitary Sewer 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 if those applications are not in substantial conformance with the approved Master Land Use Plan or Master Sanitary Sewer Study. The update must be approved prior to the approval of any construction drawings. An update to the exhibit in the approved Master Sanitary Sewer Study depicting proposed development phasing in accordance with the Development Agreement shall be submitted for approval by the Sanitary Sewer Planning Section.

PW: Section 7.05 - Not needed if no Village Street.

PW: Section 7.05(e)(i & ii) - Anticipate approval of master studies prior to DA going to City Council.

PW: Section 7.05(e)(iv) - Main Storm Systems must be in place or bonded for prior to approval of civil plans for a given development area.

Section 7.08(d) – The construction of On-site and Off-site improvements should be tied to development milestones/dates and not be fluid , so that there is a high level of assurance the Master Developer will improve the property beyond the first phase and any new assignees will also be held to the improvement requirements if the original Master Developer defaults.

Section 7.09(d) - The construction of drainage improvements should be tied to development milestones/dates and not be fluid , so that there is a high level of assurance the Master Developer will improve the property beyond the first phase and any new assignees will also be held to the improvement requirements if the original Master Developer defaults.

- PW: Provide agreed triggers for construction phasing. CLV would like to hold permits on last 2 buildings in area 2 till we have construction plans and a bond for the complete storm drain improvements.

PW: Section 8.01 - We don't think this section is applicable, but if used it can only be used for items identified on the Master Flood Control District Facilities within the Property. SID must be based on maximum density and pro-rated.

Section 10.03 – This section speaks to the limitations of monetary damages due to breach of contract. The City may want to explore a higher level of assurance through the revising of this section to include penalties?

Section 11.02(b)(2) – Do we want investment firms to be “pre-approved transferees”? This was only in the Skye Canyon DA as a result of Wachovia. I am not sure this is applicable.

Section 11.04 – This section includes the defense against legal action related to the waiver of any proximity restriction specified in the UDC for alcohol related uses. If the Master Developer does not bring forth justification for why Section 3.01(f) should apply to this development this portion of the section can be deleted.

**Section 11.13 – The CAO will review this section, as to whether or to have this in the agreement.**

## **Design Guidelines**

Development Standards specific to the Forrest at Queensridge

### **Building Fire Sprinkler Systems**

- All buildings subject to this agreement shall be provided with an approved automatic fire sprinkler system designed and installed in accordance with the Fire Code.

Exceptions:

- Detached structures located more than 25 feet from habitable structures, less than 500 square feet in area, not meant for human habitation,
- Open faced canopy structures (Ramadas)
- The onsite water system design shall accommodate the requirements for building fire sprinkler systems.

*(Based upon reduced roadway design speeds, reduced roadway width, longer dead-ends and cul-de-sacs, and relaxed secondary access requirements, the time for emergency vehicles is increased above that of conventional development patterns within the City of Las Vegas.)*

## **Roadways**

Vehicle Turnouts. Vehicle turnouts shall comply with the following:

- Turnouts shall be a minimum of 10 feet wide and 80 feet long with a minimum 10 foot taper at each end of the turnout.
- Roadways shall have turnouts every 800 feet or at the midpoint if the road is 1,600 feet or less. Turnouts may be installed on either side of the road.
- When approved by the Fire & Rescue, turnarounds may be used in lieu of vehicle turnouts.

### **Driveways**

For the purposes of this agreement, driveways are private drives providing access from a roadway to a home or homes.

- Driveways shall be a minimum of 16 feet in width and built to accommodate fire department apparatus.
- Driveways greater in length than 150 feet shall be provided a fire department vehicle turnaround.
- Electronically controlled access gates associated with driveways of length greater than 50 feet shall comply with the fire code to provide immediate access for emergency response.

### **Vegetation**

A vegetation management plan shall be developed and submitted to the fire department for approval. Fire-resistive vegetation shall be utilized where possible to prevent the spread of fire within the proposed conservation overlay area. Natural fire breaks shall be incorporated within the conservation overlay area.

### **Planning 11/05/15 DA Highlights**

1. The Design Guidelines are need for review and comment prior to the Development Agreement being able to be moved forward.
2. A Master Rough Grading Plan shall be removed from the DA and all language shall reflect conformance to the current adopted grading development standards.
3. Residential Adjacency Standards are to be addressed in the Design Guidelines.
4. Model Homes do not seem relevant to this project; therefore the language should be removed.
5. The City wants assurances through development triggers/milestones that will require improvements (Flood, drainage, etc.) to be installed. There is no desire to leave such improvements to market demands or uncertainty.
6. Provision of open space/recreation is to be provided at a rate of 2.5 acres per 1,000 residents. Contributions to improvements and offsite recreation facilities may be negotiated as acceptable means by which to mitigate on-site deficiencies.

**From:** Peter Lowenstein [mailto:plowenstein@LasVegasNevada.GOV]  
**Sent:** Thursday, November 5, 2015 2:36 PM  
**To:** Stephanie Allen  
**Cc:** James B. Lewis; Tom Perrigo; Bart Anderson; Robert Fash  
**Subject:** Badlands DA Comments

Stephanie,

Please refer to the attached Development Agreement (DA) comments. Attached you will find a master list of DA comments, as well as two separate highlight lists from Planning and Public Works. Fires comments are located at the end of the master list as they are applicable to the Design Guidelines than that of the DA. Please let me know if there are any questions. We will see you on Tuesday. Thank you.



**Peter Lowenstein, AICP**  
Planning Section Manager  
Department of Planning

(702) 229-4693

[Planning Department](#)

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## Jennifer Knighton (EHB Companies)

---



Frank Pankratz (EHB Companies) <frank@EHBCompanies.com>  
Wednesday, February 24, 2016 11:53 PM  
Peter Lowenstein; Steve Swanton  
Chris Kaempfer (ckaempfer@kcnvlaw.com); Alan Mikal (EHB Companies)  
RE: 2016 Peccole Ranch Master Plan Update DRAFT comments (full list)

Peter and Steve,  
Thank you so much. Our responses are in red below.  
Best,  
Frank

---

**From:** Peter Lowenstein [mailto:plowenstein@LasVegasNevada.GOV]  
**Sent:** Wednesday, February 24, 2016 1:41 PM  
**To:** Frank Pankratz (EHB Companies) <frank@EHBCompanies.com>  
**Subject:** FW: 2016 Peccole Ranch Master Plan Update DRAFT comments (full list)

Frank,

Here are Steve's preliminary draft comments.

**Peter Lowenstein, AICP**  
Planning Section Manager  
Department of Planning  
(702) 229-4693

[Planning Department](#)

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**From:** Steve Swanton  
**Sent:** Wednesday, February 24, 2016 1:38 PM  
**To:** Peter Lowenstein  
**Subject:** 2016 Peccole Ranch Master Plan Update DRAFT comments (full list)

Here's the full list:

1. Suggest creating separate sections (1, 2, 3 . . . , etc.) for the Introduction, Development Standards, Commercial/Office, Infrastructure, etc. with each new section starting on a new page. The text would be easier to read and make reference to in the future. **We have added Section I, Section II and so forth to each new heading but haven't started each Section on a new page as a number of the Sections are only a few sentences.**

2. Suggest using a table format for development standards for a quick, easy-to-read, at-a-glance reference. **Agreed and done.**
3. Suggest a universal statement determining which document(s) govern when something is not addressed in either the Development Standards, the Development Agreement, or both. **Have included in Major Mod.; DA will address as well.**
4. Suggest a section determining how deviations from the Development Standards are to be handled by the City. (Waivers?) **Have included in Major Mod.; DA will address as well.**
5. Do project applications go through a master developer before coming to the city for review? If so, is there a review process? **Have included in Major Mod.; DA will address as well.**
6. (Pages 5 and 9, Exhibit I, Exhibit J-2) Land use categories of “Residential” and “Residential High” are confusing and are inconsistent with the previous iterations of the Peccole Master Plan and the City of Las Vegas General Plan. The GPA should be from PR-OS (Parks/Recreation/Open Space) to DR (Desert Rural Density Residential) for the large lot single family area and H (High Density Residential) for the multi-family area. **Have spoken with Peter and will be corrected.**
7. (Page 10) What is the minimum width of the conservation easement? **Will be addressed in Maj. Mod.**
8. (Page 11) Is the different font in the 2<sup>nd</sup> paragraph intended to stand out, or look like the rest of the text? **Yes corrected.**
9. (Page 14) Fences and Walls: suggest adding hard (mapped) property lines for clarity. **Done.**
10. (Exhibits F-1 and F-2) The green outline in the legend (for Location of Land Used as Golf Course in 1990 does not show up well in the colored version. Consider making the line thicker for clarity. **Done.**
11. (Exhibits G and J-1) Consider using standard land use colors for the zoning designated areas. (e.g., C-1 – light pink, R-4 – brown, R-E – green, R-PDx – gold, C-V – gray, etc.) **Hopefully you can agree that we can stick with what we have as colors were driven by the 1989 Master Plan Exhibit's existing colors which for comparative purposes were then used in the 1990 Master Plan and then used in the 2016 Master Plan.**
12. (Exhibit J-1) In the legend, the color key is not aligned with the descriptions. **Done.**
13. (Exhibit J-2) In the legend, the General Plan designations need to match the City's General Plan designations (R would be DR, H is still correct). **Handling as per 6. above.**



**Steve Swanton**

Senior Planner

Department of Planning

333 N. Rancho Drive, 3rd Floor

Las Vegas, Nevada 89106

Voice: (702) 229-4714 | Fax: (702) 474-7463

[Planning Department](#)

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## Jennifer Knighton (EHB Companies)

---

**From:** Stephanie Allen <SAllen@kcnvlaw.com>  
**Sent:** Monday, May 22, 2017 3:32 PM  
**To:** Brad Jerbic; Peter Lowenstein; tperrigo@LasVegasNevada.GOV  
**Cc:** Frank Pankratz (EHB Companies) (frank@EHBCompanies.com); Adar Bagus  
**Subject:** RE: Draft SDR provision

Hi all,  
Based on our discussion, please see below the revised SDR language.  
Thanks,  
Stephanie

(i) Site Development Plan Review. Master Developer shall satisfy the requirements of Las Vegas Municipal Code Section 19.16.100 for the filing of an application for a Site Development Plan Review, except:

(1) No Site Development Plan Review will be required for any of the up to sixty-five (65) residential units in Development Area 4 because: a) the residential units are custom homes; and, b) the Design Guidelines attached as **Exhibit "C"**, together with the required Master Studies and the future tentative map(s) for the residential units in Development Area 4, satisfy the requirements of a Site Development Plan under the R-PD zoning district. Furthermore, Master Developer shall provide its written approval for each residential unit in Development Area 4, which written approval shall accompany each residence's submittal of plans for building permits. The conditions, covenants and restrictions for Development Area 4 shall be submitted to the City prior to the issuance of building permits, except grub and clear, demolition and grading permits, in Development Area 4.

(2) A Site Development Plan has already been approved in Development Area 1 pursuant to SDR-62393 for four Hundred thirty-five (435) luxury multifamily units, which shall be amended administratively to lower a portion of the building adjacent to the One Queensridge Place swimming pool area from four (4) stories to three (3) stories in height.

(3) For Development Areas 2 and 3, all Site Development Plan Reviews shall acknowledge that: a) as stated in Recital N, the development of the Property is compatible with and complimentary to the existing adjacent developments; b) the Property is subject to the Design Guidelines attached as **Exhibit "C"**; c) the Master Studies have been submitted and/or approved, subject to updates, to allow the Property to be developed as proposed herein; d) this Agreement meets the City's objective to promote the health, safety and general welfare of the City and its inhabitants; and, e) the Site Development Review requirements for the following have been met with the approval of this Development Agreement and its accompanying Design Guidelines:

- i) density,
- ii) building heights,
- iii) setbacks,
- iv) residential adjacency,
- v) approximate building locations,
- vi) approximate pad areas,
- vii) approximate pad finished floor elevations, including those for the two mid-rise towers,
- viii) street sections, and,
- ix) access and circulation.

The following elements shall be reviewed as part of any Site Development Review(s) for Development Areas 2 and 3:

- x) landscaping,
- xi) elevations,
- xii) design characteristics, and,
- xiii) architectural and aesthetic features.

The above referenced elements have already been approved in Development Area 1. To the extent these elements are generally continued in Development Areas 2 and 3, they are hereby deemed compatible as part of any Site Development Plan Review in Development Areas 2 and 3.

KAEMPFER

CROWELL

Stephanie H. Allen, Esq.  
Kaempfer Crowell  
1980 Festival Plaza Drive, Suite 650  
Las Vegas, NV 89135-2958  
Tel: (702) 792-7000  
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---

**From:** Stephanie Allen

**Sent:** Monday, May 22, 2017 1:12 PM

**To:** Brad Jerbic; Peter Lowenstein; 'tperrigo@LasVegasNevada.GOV'

**Cc:** Frank Pankratz (EHB Companies) (frank@EHBCompanies.com); Adar Bagus

**Subject:** Draft SDR provision

Hi Brad, Tom and Peter,

Please find below the SDR language we drafted this weekend. Your input is much appreciated. We are finalizing the entire agreement and should have it over to you all this afternoon.

Thanks,

Stephanie

DRAFT

(i) Site Development Plan Review. Master Developer shall satisfy the requirements of Las Vegas Municipal Code Section 19.16.100 for the filing of an application for a Site Development Plan Review, except:

(1) No Site Development Plan Review will be required for any of the up to sixty-five (65) residential units in Development Area 4 because: a) the residential units are custom homes and b) the Design Guidelines attached as **Exhibit "C"**, together with the required Master Studies and the future tentative map(s) for the residential units in Development Area 4, satisfy the requirements of a Site Development Plan under the R-PD zoning district. Furthermore, Master Developer shall provide its written approval for each residential unit in Development Area 4, which written approval shall accompany each residence's submittal of plans for building permits. The conditions, covenants and restrictions for Development Area 4 shall be submitted to the City prior to the issuance of building permits, except grub and clear, demolition and grading permits, in Development Area 4.

(2) A Site Development Plan has already been approved in Development Area 1 pursuant to SDR-62393 for four Hundred thirty-five (435) luxury multifamily units, which shall be amended administratively to lower a portion of the building adjacent to the One Queensridge Place swimming pool area from four (4) stories to three (3) stories in height.

(3) For Development Areas 2 and 3, all Site Development Plan Reviews shall acknowledge that: a)

as stated in Recital N, the development of the Property is compatible with and complimentary to the existing adjacent developments; b) the Property is subject to the Design Guidelines attached as **Exhibit “C”**; c) the Master Studies have been submitted and/or approved, subject to updates, to allow the Property to be developed as proposed herein; d) this Agreement meets the City’s objective to promote the health, safety and general welfare of the City and its inhabitants; and e) the Site Development Review requirements for the following have been met with the approval of this Development Agreement and its accompanying Design Guidelines:

- i) density,
- ii) building and wall heights,
- iii) setbacks,
- iv) residential adjacency,
- v) approximate building locations,
- vi) approximate pad areas,
- vii) approximate pad finished floor elevations, including those for the two mid-rise towers,
  
- viii) landscaping ,
- ix) elevations,
- x) design characteristics,
- xi) architectural and aesthetic features,
- xii) street sections, and,
- xiii) access and circulation.

The above referenced elements have already been approved in Development Area 1. To the extent these elements are generally continued in Development Areas 2 and 3, they are hereby deemed **compatible** as part of any Site Development Plan Review in Development Areas 2 and 3.



Stephanie H. Allen, Esq.  
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## **ADDENDUM**

THIS ADDENDUM (“Addendum”) is hereby attached to and made a part of the Development Agreement (“Agreement”) between the City of Las Vegas (“City”) and 180 Land Company LLC, a Nevada limited liability company (“Master Developer”).

### **WHEREAS:**

- A. The City and Master Developer have negotiated the Agreement in good faith, pursuant to NRS 278 and Title 19, to establish long-range plans for the development of the Property as defined in the Agreement.
- B. Based on neighborhood input, after numerous meetings with residents surrounding the Property, the City and Master Developer wish to clarify certain topics in the Agreement as outlined herein.
- C. The City staff has recommended approval of the Agreement identified as Director’s Business Item 63602 (DIR-63602) and reaffirms its recommendation for approval as amended herein.

NOW, THEREFORE, the parties do hereby agree as follows:

- 1. In Development Area 4, the minimum one-half (1/2) acre lots allowed under the Design Guidelines, as defined in the Agreement as Exhibit D, shall be limited to Section A on Exhibit B. All other Sections on Exhibit B will have lots larger than one-half (1/2) acre and up to five (5) acres or more. No lot will be smaller than the adjacent existing lot(s) located outside the Property.
- 2. The following shall be added to Section 3.01(g)(ii) of the Agreement pertaining to the landscaped space in Development Area 4: “Upon completion of Development Area 4, there shall be a minimum of seven thousand five hundred (7,500) trees in Development Area 4”.
- 3. There shall be no blasting on the Property during the term of the Agreement.
- 4. The Development Phasing, Exhibit F to the Agreement, shall be clarified under Development Area 4 to define “access ways” as rough roads within Development Area 4 without paving.
- 5. The Development Phasing, Exhibit F to the Agreement, shall be clarified under the Notes Section to state that the “clear and grub” option may only apply to the green space or turf space on the existing golf course and not to the existing desert portions of the golf course.

All other terms of the Agreement remain unchanged.

(SIGNATURES OF FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY:**

**City Council, City of Las Vegas**

By: \_\_\_\_\_  
Mayor

Approved as to Form:

\_\_\_\_\_  
City Attorney

Attest:

City Clerk

By: \_\_\_\_\_  
LuAnn Holmes, City Clerk



**Master Developer**

**180 LAND COMPANY LLC,**

a Nevada limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SUBSCRIBED AND SWORN TO before me

on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public in and for said County and State

# The Two Fifty Development Agreement's Executive Summary

**PARTIES:** City of Las Vegas (City) and 180 Land Co LLC (Master Developer)

**PROPERTY:** 250.92 acres, with four (4) Development Areas

## **Density:**

### **Acres**

### **Dwelling Units:**

Luxury Multi-Family

Residential Lots - Minimum 2 acre gross (Estate Lots) in Sections B-G & 1/2 acre gross (Custom Lots) in Section A

Total

Dwelling Units Per Acre

<i>Total</i>	<i>Development Area 1</i>	<i>Development Area 2-3</i>	<i>Development Area 4</i>
Approved Feb. 2017			
250.92	17.49	49.72	183.71
2,119	435	1,684	
65			65
2,184	435	1,684	65
	24.87	7.49	

## **Development Details:**

- Approximately 100 acres of Landscape, Park and Recreation Areas
- Best efforts to continue to water the property until such time as construction activity is commenced in a given area.
- 15,000 sf of ancillary commercial in conjunction with luxury multi-family, no individual space in excess of 4,000 sf
- Option for assisted living units
- Boutique Hotel - 130 rooms with supporting facilities and ancillary amenities
- Development Area 2 to include two mid-rise Towers not to exceed 150' each
- Design Guidelines, Development Standards and Uses (The Two Fifty Design Guidelines) are outlined in the DA which for Development Area 4 will meet or exceed the Design Guidelines for Queensridge HOA; notwithstanding, if a conflict exists between the documents The Two Fifty's Design Guidelines will apply.
- Building Heights to comply with City's Residential Adjacency Standards
- Rampart Blvd. - traffic signal at Development Area 1's entry and right hand turn lane into Development Area 1
- Contribution to additional right hand turn lane on Rampart Blvd. northbound at Summerlin Parkway eastbound
- Widening and extension of Clubhouse Drive
- No blasting
- Import/export of material is not anticipated in mass grading

## **CONTINGENT IMPROVEMENTS:**

### **Enhancements for One Queensridge Place (OQP) contingent upon LVVWD access way expansion:**

- Additional 35 parking spaces along OQP's south property line
- Design and construct a security enhancement to the existing wall at OQP's south property line
- Provide a controlled access to Development Area 1's walkways (which also leads to a potential dog park )
- Reduce approved building in Development Area 1 to 3 stories adjacent to pool area

### **Enhancements for Queensridge contingent upon agreement with Queensridge HOA Re: Development Area 4's access to/from Queensridge gates and roads and LVVWD access way expansion:**

#### **Queensridge south:**

- New right turn entranceway, gate house and gates
- Approximate 4 acre park with vineyard

#### **Queensridge north:**

- New entry gates
- Approximate 1.5 acre park

## 70 ACRES

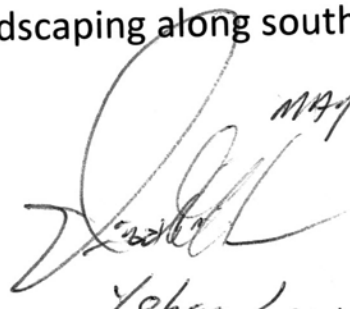
435	Units on on 17.49 acs
<u>1530</u>	Units on 49.72 acs
1965	<b>Total multi-family units</b>

## 183 ACRES

51	Lots on 35 acres
<u>50</u>	Lots on 17 acres and other areas w/similar density
101	Lots on 52 acres
<u>50</u>	Lots on 130 acres +
151	<b>Total single family lots</b>

## OTHER

- Boutique Hotel not to exceed 130 rooms w/facilities and amenities
- 15,000 square feet of ancillary commercial, no individual space to exceed 4,000 square feet
- Access to existing Queensridge gates and roads
- Reduce building to 3 stories for 435 units adjacent to pool area of One Queensridge Place
- Up to 300 assisted living units
- Amenities
  - o Park w/vineyard
  - o New south gate, gate house and entrance way
  - o New north entry gates
  - o Controlled access to trails , bike routes, and dog park on 70 acres for One Queensridge Place
  - o Security fence, parking (min. 35 spaces), landscaping along south property line of One Queensridge Place
  - o Ability for up to 2.5 acre nursery
  - o Land for possible equestrian facility

*MAY 4<sup>th</sup> 17*  
  
Johan Louw

OMS 1098

LC00001155

**Substantial Changes to the Development Agreement  
for the Two Fifty  
Based on Resident Feedback  
(July 27, 2017)**

- Tudor Park Exhibit F was updated to reflect changes in Section 3.01(h).
- In Section 3.01(b)(vii), the language related to the watering of the Property was deleted.
- In Section 3.01(h), a minimum wall height of six (6) feet but up to ten (10) feet was added to separate Development Areas 1, 2 and 3 from Development Area 4.
- In Section 3.01(h), to address the Ravel Court homeowners' concerns, a minimum of a two (2) gross acre lot will be located immediately adjacent to the northeastern property line of the five (5) Ravel Court homeowners that abut Development Area 3. The minimum two (2) gross acre lot shall be in lieu of the "No Building Structures Zone" and "Transition Zone" referenced therein.
- In Section 3.01(h), the Tudor Park homeowners adjacent to Development Area 3 shall be given twenty (20) feet of property adjacent to their existing residential lots, which upon transfer, shall no longer be a part of The Two Fifty and shall be automatically released from the encumbrances of this Agreement without the necessity of executing or recording any instrument of release. Prior to transfer of the aforementioned twenty (20) feet of property, Master Developer shall elevate the twenty (20) feet of property to approximately the same elevation as the applicable homeowner's rear yard elevation and densely landscape the five (5) feet, within the aforementioned twenty (20) feet, nearest to Development Area 3 to obstruct the view of Development Area 3. For purposes herein, densely landscaped shall mean a minimum of thirty-six (36) inch boxed trees located twelve (12) feet on center.
- Section 3.01(k) was added as follows:

Landscape Easements. The development of the Property will be done in a manner which does not affect the use of the portions of the Property upon which certain landscape easements have been granted in favor of adjacent property owners for the purposes specified within each respective landscape easement.
- In Section 4.02, the following was added:

In instances where Master HOAs, Sub-HOAs or similar Entities are responsible for the private maintenance of public facilities, a private maintenance covenant shall be filed upon the respective property allowing enforcement rights in favor of the City (where such rights do not exist under applicable code), including the right of City to levy assessments on the property owners for costs incurred by City in maintaining the respective facilities, which assessments shall constitute liens against the land and the individual lots within the subdivision which may be executed upon. The City shall have the right to review the declarations for the purpose of determining compliance with the provisions of this Section.
- Section 5.03(d)(ii) was amended to incorporate the City's approval of the traffic signal on

Rampart Boulevard at the first driveway located south of Alta Drive to Development Area 1 as part of the initial Developer-constructed improvements for the first phase in Development Area 1.

- The following language submitted by Boyd Gaming and approved by the Planning Commission was added as Section 5.03(e):

Intersection of Alta and Clubhouse Drive. Upon approval by the City of the 1500<sup>th</sup> permitted dwelling unit within the Community, Master Developer shall prepare a traffic impact analysis to reexamine the intersection of Alta and Clubhouse Drive and include recommendations for any necessary mitigation measures, which may include providing three northbound travel lanes for Clubhouse Drive approaching Alta. Boyd Gaming Corporation, as owner of the Suncoast Hotel & Casino on the north side of Alta at Clubhouse Drive, as well as the City shall be provided copies of the analysis for their review. If either Boyd Gaming or the City does not agree with the recommendations, the traffic impact analysis shall be reviewed and approved by the City Council at a public hearing. Any mitigation measures will be implemented by the Master Developer at its sole expense.

- In Section 7.01, the Term was amended from 30 years to 20 years.
- In Section 8.01, the following language was added:

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 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.

- Signature lines were added for Seventy Acres and Fore Stars.

Comments on Development Agreement for Two Fifty (Draft of May 25, 2017)

Michael Buckley, Fennemore Craig, P.C.

(Brad/City Jerbic Response in Bold)

June 13, 2017

(Developer responses in red – July 25, 2017)

1. Parties. NRS 278.0201(1) authorizes development agreements to be entered into with "any person having a legal or equitable interest in land." The Master Developer needs to provide the basis or authority upon which it is authorized to act on behalf of Seventy Acres and Fore Stars. Recital K, which appoints Master Developer to act on behalf of Seventy Acres and Fore Stars, is not effective unless those two parties sign the Development Agreement.

**Brad/City: He is correct. The legal title owners should execute the agreement for several reasons. They actually own title to the property and the obvious question is whether the agreement would be binding on them or the property if they do not execute. The naked statement in recital K is not sufficient.**

**Developer: See revisions to signature page.**

2. Title. The Development Agreement fails to address or take into account that the golf course is presently encumbered by numerous matters of record. Multiple encumbrances on possible dedicated property or common areas include easements in favor of lot owners in Queensridge and/or the Queensridge HOA, as set forth on Exhibit A, and, as discussed below under Item 27, easements in favor of the owners of luxury, executive and upgrade lots and custom homes. Encumbrances also include existing deeds of trust in favor of lenders.

The Development Agreement should provide for and address the process, timing and basis for removing these encumbrances or making sure that the existence of such encumbrances will not affect either (i) the development (whether residential units or common areas) or (ii) property required to be dedicated or used for common areas. How can the City be assured that the Development Agreement will be effective should the holder of an encumbrance against the Property which predates the Development Agreement assert superior rights in the Property?

**Brad/City: This is a development issue and not one for the agreement.**

**Developer: See revision in 3.01(k) confirming easements remain unaffected by development.**

3. Recital B, NRS 278A. Recitals are statements of fact or purpose and intent and carry with them certain evidentiary effect. (See, e.g., NRS 47.240). Recital B purports to create a fact out of a legal conclusion that NRS 278A does not apply to the Property.

NRS 278A.065 defines a planned unit development as "an area of land controlled by a landowner, which is to be developed as a single entity for one or more planned unit residential developments, one or more public, quasi-public, commercial or industrial areas, or both."

MBUCKLEY/11738819.4/041624.0001

1

Submitted at City Council

Date 8/2/17 Item 53

By: Jimmy Timmerman



Application the statute doesn't depend on what the City "intended." A planned unit development is an area of land developed a certain way.

The existing zoning on the Property dates from the action of the City Council on April 4, 1990 (Z-17-90). How is it possible for this document, entered into 27 years later to conclude that neither the members of the City Council nor the planning staff in 1990 "intended" that the specified statute not apply?

The applicable provisions of the City code in effect at the time of approval of Z-17-90, Section 19.18.010, refers to the purpose of the "Residential Planned Development District" (i.e., R-PD) as follows:

The purpose of a *planned unit development* is to allow a maximum flexibility for imaginative and innovative residential design and land utilization in accordance with the General plan. It is intended to promote an enhancement of residential amenities by means of an efficient consolidation and utilization of open space, separation of pedestrian and vehicular traffic and a homogeneity of use patterns. [Emphasis added.]

A development agreement relates to the application of "the ordinances, resolutions or regulations" applicable to the Property, i.e., *not the statutes*. NRS 278.020(3). A development agreement may not dictate or address what statutes apply to Property. Such a provision is beyond the statutory authority of a development agreement.

In the definition of "Applicable Rules" the Parties themselves acknowledge the agreement may be subject to applicable state laws. Whether the City can pick and choose which statutes apply is not the law in Nevada.<sup>1</sup>:

While the Parties purport to acknowledge that NRS Chapter 278A does not apply to the project, the agreement fails to address how the Development Agreement complies with the City's master plan and its policies. In fact, the Development Agreement fundamentally changes that plan without any supporting statement or evidence.

**Developer: The Developer's submission of the Development Agreement for approval is not made under NRS 278A.**

4. Recital E, Golf Course Industry. This Recital concludes that both parties have determined that "the golf course industry is struggling." (Now? For the past year? For years ahead?) What is the basis or evidence for this finding that an entire leisure industry is failing?

<sup>1</sup> "The question of whether [Douglas County Development Code] § 20.608.070 conflicts with NRS 278.220 by requiring a super-majority vote to approve a master plan amendment is an issue of first impression in Nevada. As a preliminary matter, it is clear that counties are legislative subdivisions of the state. See Nev. Const. art. 4, § 25. Because counties obtain their authority from the legislature, county ordinances are subordinate to statutes if the two conflict. See *Lamb v. Mirin*, 90 Nev. 329, 332-33, 526 P.2d 80, 82 (1974)." *Falcke v. Douglas County*, 116 Nev. 583, 3 P.3d 661 (Nev., 2000). Article 8, Section 8 of the Nevada Constitution contains similar provisions for cities: "The legislature shall provide for the organization of cities and towns by general laws. . . ." *State ex rel. Rosenstock v. Swiff*, 11 Nev.128 (1876).

If the City has made this finding, would it not be binding or influential on other land use decisions? Does the City no longer approve new golf courses?

Many golf courses continue to be operated successfully in Las Vegas. As with any other business the operator of the business bears a large share of the success or failure of a particular business. Has the City determined that, in fact, it is the entire golf industry in Las Vegas that struggles, rather than the operator of the Badlands golf course? The City's conclusion that the golf course industry is struggling is likely to create unintended consequences that may affect land use decisions beyond the Property itself. The Recital is unnecessary.

[The Development Agreement fails to address the present inventory of unsold lots in the existing Queensridge development. Might this business be "struggling" as well?]

**Brad/City: I do not see the reason for this recital. It creates an issue of fact that can be challenged later and serves no purpose that I can ascertain.**

**Developer: Deleted.**

5. Recital F, "Luxury". The term "luxury," modifying multifamily development is nowhere defined. Similarly, the word "boutique," modifying hotel is not defined. Unless these terms are defined, they have no meaning. These words appear in several locations in the Development Agreement.

**Developer: Term "Luxury" deleted. See revisions.**

6. Recital H, Densities. This Recital refers to the City's approval of the development on the 17.49 acres within the Property. The meaning of statement that the acreage here and the units are not "included in the density calculations for the Property" is unclear.

Section 3.01(g)(ii) takes this language a step further, when it states "The landscaped area [in Development Area 4] ... is being created to maintain a landscape environment in Development Area 4 and not in exchange for higher density in Development Areas 1, 2 or 3." The fundamental basis for the City's approval of this development is the City's mistaken belief that every acre of Peccole Ranch Phase 2 may be developed with 7.49 units (rather than the true basis of the "hard zoning" which is that the 7.49 density is an average density throughout the entire community, including open space).

The language in Section 3.01(g)(ii) can be used to justify the proposition that each Development Area stands on its own rather than as part of, in the words of the "Community." If the open space in Development Area 4 is not being used to justify the density in Development Areas 2 and 3, then nothing prevents the Master Developer from scraping plans for Development Area 4 (based on "market demands") and seeking approval for 7.49 units per acre within Development Area 4. To reiterate, the City is supposed to obtain assurances from the developer. There are none in this agreement.



Brad/City: I do agree that Recital H is confusing. The last two sentences appear to be contradictory.

**Developer: Clarifying revision made.**

7. Recitals L, K and O, Uncertainty. These Recitals reflect the fundamental flaw of the Development Agreement. If the Property is developed "as the market demands" and "at the sole discretion of Master Developer" (Recital L) how does the Development Agreement "minimize uncertainty" (Recital M)? Owners of property in the surrounding area will remain uncertain of the development unless a specific timetable and phasing plan, the very things that a development agreement should provide, are included in the agreement. Similarly, the statement in Recital O that the City will "receive a greater degree of certainty with respect to the phasing, timing and orderly development of the Property" is inconsistent with development being left to the sole discretion of the Master Developer.

The Recital statement that the Development Agreement will "achieve the goals and purposes for which the laws governing development agreements were enacted" is false, for no assurances are given to the City regarding the *"time frame for completion and an enforcement tool"* to make sure everything in the plan ends up in the final development.<sup>2</sup>

The Development Agreement should provide *milestones* for the developer to meet, such that if the milestone improvements are not completed by agreed-upon dates, the City will have the opportunity to re-examine the desirability of the proposed improvements as well as the impact of neighboring development on the Community.

Brad/City: Development Agreements typically do not require a development schedule which would require development in adverse market conditions. Typically, it is the term of the agreement which acts as an incentive and control. The 30 years is subjective and subject to debate.

**Developer: Agree with Brad/City. See revision. Term reduced to 20 years.**

8. Recital N. This Recital states the agreement "will provide the owners of adjacent properties with the assurance that the development will be compatible and complimentary [sic] to the existing adjacent developments." While the Development Agreement creates design standards, the agreement gives no rights to owners of adjacent properties. How can an agreement under which neighboring property owners have no rights of enforcement assure such owners?

Again, unlike development agreements for undeveloped land, the Property is surrounded by an existing, built out residential community. Accordingly, the Development Agreement needs to have some process by which these neighboring property owners have the opportunity to participate in reviews contemplated by the Development Agreement as well as the opportunity to have a say in or enforce the Development Agreement.

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<sup>2</sup> See testimony of Josh Reid, Minutes, Senate Committee on Government Affairs, February 18, 2015 regarding SB 66.

**Brad/City:** This is a business issue between the various parties and not a legal one.

**Developer:** Clarifying revision made.

9. Definitions, "Development Parcel(s)"/Section 3.01(c). This defined term means any legally subdivided parcel. Both a condominium unit and a common area lot within a common interest community are legally subdivided parcels. The definition should be revised, since Section 3.01(c) permits the Master Developer to develop residential units "on any Development Parcel up to the maximum density permitted in each Development Area." Clearly a condominium unit is one unit; similarly, a common area lot may not include residential uses.

The definitions of "Master Utility Improvements" and "Master Utility Plan" refer to utility improvements other than those located within individual "Development Parcels." Might these utility improvements be located within the common area lots?

**Brad/City:** He is wrong. The definition clearly states that it is a parcel that will be further subdivided.

**Developer:** Agree with Brad/City.

10. Definitions, "HOA or Similar Entity". The defined term, as well as other references in the Development Agreement (see, Section 4.01), limit the Association to managing and repairing common areas. Except in the case of a condominium development, a common interest community that is a "planned community" (NRS 116.075) will *own* common areas. This is further discussed in the comments to Section 4.01 below.

**Brad/City:** This comment is irrelevant at this point. As HOAS are formed it will be the developer's obligation to comply with 116.075.

**Developer:** Agree with Brad/City; Development Agreement does provide for instances of transfer to the HOA.

11. Definitions, "Master Utility Plan." This definition contains the statement that "Master Developer shall separately require any Authorized Designee to disclose the existence of such facilities . . . ." To whom are these disclosures to be made?

**Developer:** Disclosures are made to the City; revision made.

12. Disclosures in General. Other jurisdictions, including the City of Henderson, require that certain disclosures be made to purchasers within a development.

The Development Agreement should require some form of disclosure to purchasers within the Property. The City is authorizing the developer to build out a Community over a period of 30 years within a timetable determined by the developer in its sole discretion. By entering into the Development Agreement, the City is facilitating sales within a project whose development depends on the "market" and the developer's discretion. Purchasers are unlikely to



read this Development Agreement. Ought not the developer to let purchasers know the status of the overall project?

*Additionally, historically and continuing to the present, much of the Property lies within a natural wash and FEMA flood zone. This disclosure should also be made to purchasers acquiring property in this development.*

The Development Agreement contemplates the creation of common interest communities. Under Nevada law, the developer of a common interest community is required to provide a *public offering statement* to first time purchasers. The City, in order to protect itself, should mandate that certain disclosures be included in a seller's public offering statement.

**Brad/City:** The relationship of the developer and its purchasers is typically governed by state and local laws. I would be concerned with the city deciding what, and what not, that the developer should disclose and in what form. The development agreement does not lessen impact of state law which includes any requirements to issue a public offering statement.

**Developer:** Agree with Brad/City. Developer is required to comply with all disclosure laws.

13. Section 2.05(c), Termination of Permits. This Section states that permits issued to the Master Developer do not expire "so long as work progresses as determined by the City's Director of Building and Safety." The generality of this provision creates concerns. For example, a permit for a large public improvement should be treated differently than a permit for a house. From both the enforcement of this provision by the City and the benefit of this provision to the Master Developer, "progress" should be defined or tied to some objective standard, otherwise it may not be enforceable.

Permits are required for health, safety and general welfare purposes. What is the basis for treating permits issued for this development with permits issued for any other development in the City?

**Brad/City:** Good point. The city may not be able to legally issue permits without an expiration date. If this stays in, I would suggest adding a standard such as "expeditiously and materially progressing". I consider issuing permits with no expiration is troubling.

**Developer:** See revision.

14. Section 3.01(b)(ii), Assisted Living Apartments. Since this Section uses the phrase "as defined by code," the term "assisted living facility(ies)" should be changed to "assisted living apartments," which is the term used in the UDC.

**Brad/City:** Probably correct.

15. Section 3.01(b), Sight Development Plan Review (SDR). Section 3.01(b)(iii) requires an SDR prior to construction of the hotel. The placement of this requirement at the end of clause (b)(iii) may be in error, as it appears an SDR is required for other improvements besides the hotel. Clause (b)(iv) states that "the number and size of ancillary commercial uses shall be evaluated at the time of submittal for a Site Development Plan Review." Additionally, the last sentence of Section 3.01(h) states that "a Site Development Plan Review(s) is required prior to development in Development Areas 1, 2 and 3." The language in these provisions is confusing.

**Developer: Repetitive statements are included for reinforcement.**

16. Section 3.01(b), Water Features/Watering. Section 3.01(b)(v) states "Water Features shall be allowed in the Community, even if City enacts a future ordinance or law contrary to this Agreement." "Water Features" is defined vaguely to mean "one or more items from a range of fountains, ponds (including irrigation ponds), cascades, waterfalls, and streams used for aesthetic value, wildlife and irrigation purposes from effluent and/or privately owned groundwater." Once again, the Development Agreement permits the developer to construct improvements without any particular definition. Given the serious nature of water use within the Las Vegas Valley, these uses should be particularly defined.

In a similarly vague statement, Section 3.01(b)(vii) states that "watering the Property may be continued or discontinued, on any portion or on all of the Property, at and for any period of time, or permanently, at the discretion of the Master Developer." What exactly does this mean? Given the context, it would appear that this provision is intended to apply only to undeveloped portions of the Property.

**Brad/City: I agree that the statement on the water is too broad. Could this mean that the water on future projects can be discontinued? I would modify it to limit it to the property in its current undeveloped state. This may be a good place for the fire hazard to be addressed. For example, the right to discontinue water could be subject to condition that the trees are maintained or a least fire protected.**

**Developer: Water Features is specifically defined. Developer is required to comply with all laws regarding the maintenance of the Property.**

17. Section 3.01(e), Views. Section 3.01(e) requires midrise towers to be placed "so as to help minimize the impact on the view corridor to the prominent portions of the Spring Mountain Range from the existing residences in One Queensridge Place." As noted elsewhere, owner in One Queensridge Place are not entitled to enforce this agreement. Additionally,, the omission of protection of view corridors to the east and southeast for residents to the west of the development apparently mean that the view corridors of such residents are not protected. Has the City and/or the Master Developer adequately notified these residents that their views are not protected?



**Brad/City:** Mike has raised the issue of granting rights to third parties many times. This is a business issue to be resolved by the developer and the city. What will be the level of public hearings with the development going forward?

**Developer:** Queensridge Purchase Agreements made clear that no "views" or location advantages were guaranteed to purchasers, and that existing views could be blocked or impaired by development of adjoining property. Further, the Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge dated May 10, 1996, and its subsequent amended and restated version, specifically stated that the golf course commonly known as the "Badlands Golf Course" is not a part of Queensridge. See January 31, 2017 dated Findings of Fact, Conclusions of Law, Final Order and Judgment issued by Judge Douglas Smith in Case No. A-16-739654-C of the District Court, Clark County Nevada.

18. Section 3.01(f), Flood Zones. Section 3.01(f)(v) addresses the FEMA flood zone. Given the extensive portion of the Property lying within flood zones, the Development Agreement should address with much greater specificity how the existing City easements and FEMA flood zones will be vacated and/or changed.

What process is there for vacation of the existing City easements? Ought not the neighboring landowners in Queensridge, whose properties have the benefit of the existing easements and FEMA protections, have the ability to participate in the redesign and reconstruction of flood facilities?

**Developer:** Drainage easements are governed exclusively by the respective authority having jurisdiction.

19. Section 3.01(f), Infrastructure Phasing. Section 3.01(f)(vi) requires drainage infrastructure in Development Area 4 to be completed prior to the approval of construction of the 1700<sup>th</sup> residential unit. That is, after approximately 80% (1700/2119) of the units have been constructed. This is contrary to the requirements of Section 19.02.130 of the UDC, which requires that "Except as otherwise provided in Paragraphs (3) and (4), completion of common area and off-site improvements within any residential subdivision shall be scheduled to be concurrent with development (e.g., when fifty percent of the development is completed, at least fifty percent of the common area and off-site improvements shall be completed)." While the UDC permits the Director of Public Works to determine the phasing schedule, there exists nothing in the Development Agreement itself to justify a permitted deviation, especially given that Development Area 4 is upstream (i.e., where the water comes from!) from the other Development Areas.

Section 3.01(f)(vii) likewise fails to comply with the UDC or justify noncompliance by deferring completion of the Two Fifty Drive extension, an important access route to the Community from the neighboring public streets, until the construction of the 1500<sup>th</sup> residential unit.

**Developer:** Development agreements may amend Title 19.

20. Section 3.01(g), Unnecessary Promotion. Several provisions in the Development Agreement contain what are, essentially, general statements promoting the developer's plan, including, for example, language in Section 3.01(g) that the landscaped areas or areas with amenities (including parking and access ways) are "*far in excess of the Code requirements.*" What code requirements have the developer exceeded? In the absence of identifying such requirements, this statement is superfluous and meaningless.

More importantly, the Development Agreement fails to address, let alone justify, those Master Plan requirements and policies this development will change. For example, Policy 7.2.2 of the 2020 plan states as follows:

That since arroyos, washes and watercourses in their natural state represent visual and possibly recreational amenities for adjacent neighborhoods, that such areas not be rechanneled or replaced with concrete structures except where required for bank stability or public safety.

**Brad/City: Well, the platitude does seem excessive and out of place.**

**Developer: See revision.**

21. Section 3.01(g), Landscape, Park and Recreation Areas. Section 3.01(g) needs to address a fundamental issue relating to open space and parks in Peccole Ranch. As noted in the original Peccole Ranch Master plan for Phase 2, approved as part of the Z-17-90:

The close proximity to Angel Park along with the extensive golf course and open space network were determining factors in the decision *not to integrate a public park in the proposed plan.* [Emphasis added.]"

Page 32 of the Parks Element of the 2020 Master Plan states as follows, "The primary underserved areas [in the Southwest sector] includes the four square miles in the southern portion of the sector that is developed as 'Peccole Ranch, 'The Lakes' and 'Canyon Gate.' These communities were developed without any park space."

In order to comply with the City's master plan, the Development Agreement needs to justify removal of 250 acres of open space within Peccole Ranch, especially in light of the fact that, of the 12.7 acres of "landscape, parks, and recreation areas," only 2.5 acres are "occasionally opened to the public from time to time at Master Developer's sole discretion."

**Developer: The Development Agreement provides for approximately 40% of the Property as Landscape, Park and Recreation Areas.**

22. Section 3.01(h), No Build Zones. Section 3.01(h) provides for a wall to separate Development Areas 1, 2 and 3 from Development Area 4. The wall is described as "up to ten (10) feet in height." Minimum heights should be addressed.

**Brad/City: He is correct that with no minimum it appears to be flawed.**



**Developer: See revision.**

23. Section 3.01(i), Grading and Earth Movement. Section 3.01(i)(iii) prohibits the sale of product produced as a result of on-site rock crushing, earth processing and/or stockpiling on the Property. Is this a sufficient limitation? Perhaps the restriction ought to apply to any *use* of the materials off-site.

Brad/City: I disagree – the idea was that the excavation byproducts would not be a profit operation. However, I would delete “off-site” in the sentence. Otherwise, there is a possible interpretation that it could be sold on-site.

**Developer: See revision.**

24. Section 3.02, Processing. Section 3.02(a)(i) requires the City to expeditiously process all applications “including General Plan Amendments.”

UDC Section 19.16.010(A) requires a development agreement to be *consistent* with the general plan.<sup>3</sup> The Development Agreement cannot be used as a means to amend the general plan. UDC 19.16.150(B) further states:

Before the City Council enters into a development agreement pursuant to this Section, the agreement shall be reviewed by the Planning Commission for consistency with the City’s General Plan.

**Developer: The Development Agreement is not intended to be a means to amend the General Plan. See revision.**

25. Section 3.01, Zoning Entitlements. Section 3.02(b) states that “the Property is zoned R-PD7 which allows for the development of the densities provided for herein.” As noted above, the zoning action referred to in Recital H rezoned the 17.49 acres as R-3.

**Developer: See revision.**

26. Section 3.02, Site Development Plan Review. Section 3.02(c)(1) states that no SDR is required for any of the 65 residential units in Development Area 4 because, among other things, the units are custom homes and the Design Guidelines are attached to the Development Agreement.

Section 3.02(c)(i)(3) states “all Site Development Plan reviews shall *acknowledge* that . . . the development of the Property is compatible with and complementary to the existing adjacent developments.” This language misstates the required action by the City. Clearly, the City must

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<sup>3</sup> “Except as otherwise authorized by this Title, approval of all Maps, Vacations, Rezoning, Site Development Plan Reviews, Special Use Permits, Variances, Waivers, Exceptions, Deviations and Development Agreements shall be consistent with the spirit and intent of the General Plan.”

*find* that proposed improvements are compatible with surrounding development, not rubberstamp such improvements.

Developer: See revision.

27. Section 3.04, Modifications of Design Guidelines. Section 3.04 contains the acknowledgment by the City and the Master Developer 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."

The Development Agreement and its Design Guidelines actually constitute a substantial amendment to the existing design guidelines for Queensridge custom homes, as set forth in the Supplemental Declaration for the Adoption of Section C of the Queensridge Master-Planned Community Standards, recorded on January 17, 1997 in Book 970117 of Official Records as Instrument number 01434 (the "Custom Lot Declaration") and the Supplemental Declaration for the Adoption of Section B of the Queensridge Master-Planned Community Standards, recorded on September 24, 1996 in Book 960924 of Official Records as Instrument number 00092 (the "Executive Lot Declaration"). The Custom Lot Declaration, made by Nevada Legacy 14, LLC, the Master Developer of Queensridge, "articulates the Master Developer's vision of the overall community image, architecture, landscape and signage" for all custom lots within Queensridge.<sup>4</sup>

The Custom Lot Declaration identifies enclaves of large lots "completely surrounded by the golf course."<sup>5</sup> Custom Lot Declaration exhibits show the relationship of the custom home to the golf course, including the location of "Views." <sup>6</sup>The Badlands golf course itself "meanders through the arroyos and neighborhoods of the village. Significant view corridor doors are provided at key locations throughout Queensridge to enhance the open character of the community."<sup>7</sup> Open space within the existing Queensridge community includes "a 'view' park providing passive open space overlooking the golf course. . . ."<sup>8</sup> The Custom Lot Declaration also contemplate the City's active role in enforcing the Custom Lot Declaration:

All construction activities (defined in the Master Declaration) on the Custom Lots require review by the DRC and the City of Las Vegas. The City will require a review approval letter from the DRC prior to reviewing any documents, or issuing any permits for work performed on the custom lots within Queensridge.<sup>9</sup>

The Custom Lot Declaration and the Executive Lot Declaration create negative easements over and across the Badlands Golf Course in favor of the owners of Queensridge lots. Moreover, the City participated in the creation of these easements by requiring Queensridge

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<sup>4</sup> "Introduction," Custom Lot Declaration, Section 1.1.1, p. C-1.

<sup>5</sup> "Community Image," Custom Lot Declaration, Section 1.1.1, p. C-1.

<sup>6</sup> Exhibit C-6, page 61 and Exhibit C-22, page 77, Custom Lot Declaration.

<sup>7</sup> "Golf Course," Custom Lot Declaration, Section 1.1.1, p. C-2.

<sup>8</sup> "Parks," Custom Lot Declaration, Section 1.1.1, p. C-2.

<sup>9</sup> "Responsibility of Review," Custom Lot Declaration, Section 1.1.1, p. C-4



DRC approval of custom homes as a condition to the issuance of building permits for those homes.

By the City's approval of this Development Agreement, the City will be destroying values it helped create. While the City claims fear of inverse condemnation by the Master Developer should the City not approve the Community's 2100 units that the Master Developer may or may not ever build (depending on its discretionary review of market conditions), by approving this Development Agreement, the City in fact is participating in the "taking" or destruction of valuable rights belonging to the owners of custom homesites.

**Developer: Queensridge Purchase Agreements made clear that no "views" or location advantages were guaranteed to purchasers, and that existing views could be blocked or impaired by development of adjoining property. Further, the Master Declaration of Covenants, Conditions, Restrictions and Easements for Queensridge dated May 10, 1996, and its subsequent amended and restated version, specifically stated that the golf course commonly known as the "Badlands Golf Course" is not a part of Queensridge. See January 31, 2017 dated Findings of Fact, Conclusions of Law, Final Order and Judgment issued by Judge Douglas Smith in Case No. A-16-739654-C of the District Court, Clark County Nevada.**

28. Section 3.05, Deviation to Design Guidelines. Section 3.05(a)(ii)(2) contains the following language "The Department of Planning may, in their discretion, approve a minor deviation or impose any reasonable condition upon such approval." The word "deny" should be added to the sentence. See, for example, UDC19.00.070(A)(6), referring to the authority of the Director of planning to "Take action to approve, deny or otherwise act upon applications in accordance with the provisions of this Title."

**Brad/City: This is a good comment.**

**Developer: Agree with Brad/City; see revision.**

29. Section 3.05, Hearings. Section 3.05 contains several references to "a hearing." All of such references should include the word "public" as a modifier of the word "hearing."

In view of the close connection between the new development and the existing residential community, the master association for the existing community as well as neighboring homeowners should be required to be given notice of changes to the Development Agreement or to the various standards referenced in the Development Agreement.

**Developer: See revision.**

30. Section 3.07, Dedications. As noted earlier, this provision requires that dedications to the City be free and clear of any encumbrances other than those contained in the patent to the Master Developer. Since the Master Developer did not acquire the Property directly from the United States, this provision needs to address the City's review and approval of existing matters of record. A title report covering the Badlands golf course reflects numerous easements

and restrictions of record, as well as loans. It is unclear how the Master Developer will be able to convey, i.e., dedicate, to the City property which is unencumbered.

**Brad/City:** This is a developer development issue. Developer will have to clear all title issues to proceed. I am not sure the city should be in the business of reviewing title for the project.

**Developer:** See revision.

31. Section 3.08, Additional Improvements. Section 3.08 purports to be a commitment by the Master Developer to provide additional improvements for the benefit of One Queensridge Place HOA and/or the Queensridge HOA, should Master Developer obtain rights of access over Las Vegas Valley Water District property or the Queensridge Master HOA property. Since (a) the Development Agreement explicitly provides that neither one Queensridge Place HOA nor the Queensridge HOA has the ability to enforce the Development Agreement and (b) any commitments of the Master Developer in Section 3.8 will be the subject of separate written agreement(s) with the Las Vegas Valley Water District and/or the Queensridge HOA, these provisions are meaningless. The Master Developer's obligations to those entities should be contained in the separate agreements or the two HOAs should have rights under the Development Agreement.

**Brad/City:** He is correct. Section 3.08 is really an option on the part of the developer and drafted to almost appear to create an inappropriate bargaining chip for the developer. If (i)-(iv) are to be project requirements, then they should be decoupled from the conditions in the introductory clause.

**Developer:** This is a two-party agreement and any breach of Section 3.08 would be enforceable by the City.

32. Section 4.01, HOAs. Section Four deals with maintenance of the Community. It requires the Master Developer to establish various HOAs "to manage and maintain" common elements. The Development Agreement leaves open who owns those common elements, as well as many other fundamental issues. For example, at what point is the HOA to be formed? Who must be the owners/members of the HOA. Will there be a master association? Section 4.02 requires "a plan of maintenance" by the HOA's, including, with respect to Development Area 4, sensitivity for fire protection (in light of the obvious fire danger should 7500 trees not be maintained and irrigated), but at what point is the plan required to be created? Section 4.01(b) requires a transfer of responsibility for drainage facilities to an HOA "that encompasses a sufficient number of properties subject to this agreement to financially support such maintenance." Given that the purpose of a development agreement is to provide an enforceable agreement between the City and the developer regarding the development, vague language such as this fails to protect the City. (One reading of this Section seems to require the formation of an HOA only prior to building the first of the 65 lots in Development Area 4, which, again, is contrary to the UDC requirements for phasing.)



**Brad/City:** The formation of the HOAS will be a development issue as the project unfolds and will be subject to many state and local laws so I do not consider it a subject for the agreement.

**Developer:** HOA formation is governed by NRS 116.

33. Section 4.01(c)(iv), City's Right to Maintain. This provision permits the City to "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 maintain facilities . . . ." It is not clear how the City has the right to enforce the declaration other than pursuant to NRS 278A.180 of the planned unit development law, which states in part:

If the association for the common-interest community or another organization which was formed before January 1, 1992, to own and maintain common open space or any successor association or other organization, at any time after the establishment of a planned unit development, fails to maintain the common open space in a reasonable order and condition in accordance with the plan, the City or county may serve written notice upon that association or other organization or upon the residents of the planned unit development, setting forth the manner in which the association or other organization has failed to maintain the common open space in reasonable condition. The notice must include a demand that the deficiencies of maintenance be cured within 30 days after the receipt of the notice and must state the date and place of a hearing thereon. The hearing must be within 14 days of the receipt of the notice.

The Development Agreement elsewhere provides that NRS 278A does not apply to the Community, yet here provides the City a right created under NRS 278A. The fundamental question, of course, is whether the City has the power to enforce covenants in a declaration covering private property in the absence of the powers granted to cities and counties under NRS 278A.

**Brad/City:** The question is whether the city can exercise expressly granted rights under the HOA declarations without any statutory authority to do so. I am not aware of any statutory limitation but that should be reviewed. The declarations however have to provide this right and I suggest that either the language be agreed to now or clearly grant the city the right to review and approve prior to the recordation of a declaration.

**Developer:** NRS 278A does not apply. HOAs are governed by NRS 116.

34. Section Five, Project Infrastructure. One of the fundamental problems with this Development Agreement is the lack of specificity. Section Five basically requires the developer to construct public infrastructure as required by master studies. In other words, the developer agrees to do what it would normally have to do even in the absence of a development agreement. Once again, the lack of specificity in *what* the developer is building and *when* it is building it means that public infrastructure improvements cannot be adequately and properly planned, but

depend on market condition and the discretion of the developer. As previously stated, this results in greater uncertainty rather than minimal uncertainty.

The flexibility given to the Master Developer undermines required construction of infrastructure. For example, Sections 5.04(d) and (e) deal with issuance of building permits for residences located within flood zones and the requirement for construction of drainage facilities. While the developer is required to design and complete drainage and flood control facilities, both these provisions make clear that "notwithstanding" such requirements building permits are governed by Section 3.01(f) which grants the Master Developer complete discretion as to timing.

*This deficiency in the Development Agreement becomes particularly problematic given there exists undeveloped property adjacent to the Community which may affect the demand on infrastructure.*

**Developer: Infrastructure needs will be determined through Master Studies and in accordance with applicable laws.**

35. Section 6.02, Force Majeure. Section 6.02 includes *floods as an excusable delay*. Given the fact that this development involves improvements and development within a major drainage channel and drainage improvements, to the extent that the Developer's activities result in flooding that would not have occurred but for the Developer's activities, floods should not constitute an excusable delay.

**Developer: See revision.**

36. Section 6.04, Mediation. Section 6.04 requires the parties to mediate disputes without, however, addressing any particulars of the mediation. It is questionable whether an agreement to mediate without any particulars is truly enforceable.

**Developer: This is a mediation, not arbitration, provision. It is a nonbinding process that, in order to be successful, only requires mutual good faith intent on the part of the Parties. See revision.**

37. Section 7.01, Term. Section 7.01 provides for a term of 30 years. As noted above, the Development Agreement should provide for milestones the Master Developer must meet in order to keep the agreement in effect. It makes no sense to permit the Master Developer a period of 30 years in which it has no obligation to complete any improvements. By contrast, the Skye Canyon Development Agreement approved by the City in 2015, which covers not 250, but 1,700 acres and not 2119 homes, but 9,000 homes, has a term of 20 years!

In the past, development agreements for master planned communities typically were for a term of 20 years. Today, the complete change in the real estate development market as a result of the Great Recession suggests that development agreements should be for a shorter period of time, rather than longer. *Surrounding development, means of transportation, building techniques, housing market factors, lending guidelines, etc. all dictate that, while the Master Developer should have discretion to determine when building occurs, the City should have the*



*ability to relook at development in this Community in light of what are likely to be significant changes in not only the surrounding areas, but the Community itself.*

In view of the 2015 changes to NRS 278.0205, which permits the City to terminate a development agreement in the event of the financial inability of the Master Developer, the City may be better protected than it was in the past. However, because of the wide latitude given to the Developer under this agreement, the City should impose guidelines upon which to measure how the 2000+ multifamily units are being built and their effect on the surrounding community.

**Brad/City: Subject to debate.**

**Developer: See revision.**

38. Section 7.02, Assignment. With certain exceptions, an assignment of the Development Agreement by the Master Developer requires the approval by the City. Section 7.02(a) and 7.02(b) require that a transferee must demonstrate to the City "(i) the financial resources necessary to develop the Community, in accordance with the terms and conditions of this agreement, *or* (ii) experience and expertise in developing projects similar in scope to the Community.[Emphasis added.]" Obviously, the highlighted term "*or*" should be "*and*," since a proposed assignee must not only have financial wherewithal to complete the Community but also the experience, not simply one or the other.

**Brad/City: I very much agree with this point. There are plenty of developers that have had the experience set forth but along with many accompanying bankruptcies. We can certainly name a few. I believe that this a common sense point. If necessary, maybe financial standards can be articulated. In order to succeed to the benefits of the agreement, an assignee has to be able to financially perform. The standards seem to be set forth in Section 8.01(b) which can be utilized.**

**Developer: See revision.**

39. Section 8.01, Review of Development. Section 8.01 of the Development Agreement requires "a report" without any specific requirements. Contrast this provision with the requirements in the 2015 Second Amended and Restated Skye Canyon Development Agreement which contains the following requirements:

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.

The Skye Canyon Development Agreement further provides that if the Master Developer fails to submit the report the Master Developer is in default and the City may prepare its own report at the cost of Master Developer. Given the complete flexibility and discretion of the Master Developer under this Development Agreement these provisions from the Skye Canyon Development Agreement should be added to this Development Agreement.

**Brad/City: I agree.**

**Developer: See revision.**

40. Design Guidelines:

(a) "Luxury" is used without definition. What does it mean?

**Developer: See revision.**

(b) The Property is described as "infill." "Infill" development is usually defined as "new development that is sited on vacant or undeveloped land within an existing community."<sup>10</sup> The Property is not an infill development; the Development Agreement contemplates a repurposing of property which has *already been* developed. One of the purposes of infill development, obviously not the case here is to "Removes [sic] the eyesore and safety concerns associated with undeveloped or vacant property."<sup>11</sup>

**Developer: Development of the Property that is no longer operated as a golf course will remove the residual eyesore and safety concerns.**

(c) Reference is made to a development in Irvine, California, without, however, incorporating design guidelines or other standards within the referenced community. Much of the language in the Design Guidelines constitutes generic, rather than specific, and therefore enforceable, descriptions.

**Developer: While reference is made to the Irvine project, the Design Guidelines are specific to address the development of this project.**

(d) Page 7 of the Design Guidelines indicates that the midrise buildings "are positioned to generally not materially conflict with the views of surrounding existing residents looking towards the strip or the predominant portions of the Spring Mountain Range." What evidence supports this statement? This statement also conflicts with Section 3.01(e) (Item 17 above) which only protects views from One Queensridge.

**Developer: See comments on "views" in Item #17 above.**

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<sup>10</sup> <http://www.sustainablecitiesinstitute.org/topics/land-use-and-planning/urban-infill-and-brownfields-redevelopment>.

<sup>11</sup> *Id.*



(e) Page 8 refers to streets and Paseo's that connect the Community "internally and externally to Tivoli Village and other nearby retail and entertainment experiences." If the purpose of the Community is to create easy access to these nearby commercial areas, Boca Park should be addressed, since it is closer to the project than Tivoli.

**Developer: Reference to "other nearby retail and entertainment experiences" includes Boca Park.**

(f) Page 10 of the Design Guidelines states that "these custom and estate lot design standards will meet or exceed the existing adjacent Queensridge HOA does design standards." As noted above the custom Lot design standards for Queensridge contemplate large areas of open space and golf course views. Accordingly, the communities design standards do not in fact "meet or exceed" the existing design guidelines. The Custom Lot Declaration (Item 27 above) is an 82 page document with the kinds of extensive descriptions and illustrations missing from the Design Guidelines.

**Developer: The project will have approximately 100 acres of Landscape, Park and Recreation Areas.**

41. Additional Comments.

(a) Available Land. *What does the City get out of this Development Agreement?* The Master Developer is not in a position to offer fire stations, police buildings, public rights-of-way, schools, etc. within Queensridge/Badlands. The Development Agreement needs to provide the means by which the Developer can provide the necessary infrastructure improvements outside of the development itself. This may be contributions of money or acquisition of other properties on which such infrastructure can be built.

**Developer: The Agreement stands on its own.**

(b) Surrounding Development. The development is located in an area in which *other undeveloped properties* exist, in particular (i) the remaining undeveloped properties at the southeast corner of Alta and Rampart (Agenda item , (ii) the ongoing development of Tivoli Village and (iii) the undeveloped property along Alta, west of Rampart. Because development of these properties will place added burdens on the existing infrastructure in the surrounding areas, the Development Agreement needs to take into account the additional units or commercial developments that may be built during the time this project is being built. *In other words, the timing of the Master Developer's required infrastructure improvements or contributions must be tied not only to development within the project, but development in the surrounding areas.*

**Developer: The Master Studies and any updates thereto dictate the infrastructure and improvement needs.**

(c) Master Plan. NRS 278.0203 only permits the City to approve a development agreement by ordinance only if the governing body "finds that the provisions of the [development] agreement are consistent with the master plan." The UDC contains a similar

requirement.<sup>12</sup> Nowhere does the Development Agreement contain a finding that the Development Agreement is, in fact, consistent with the master plan. Moreover, the Development Agreement is not in compliance with objectives and policies of the general plan, as shown by the following:

- i. 2020 Master Plan objective 7.2: "To ensure that arroyos, washes and watercourses throughout the City are integrated with urban development in a manner that protects the integrity of the watershed and minimizes erosion."<sup>13</sup> The Development Agreement contemplates the elimination of the existing arroyo.
- ii. 2020 Master Plan Policy 7.2.2 "That since arroyos, washes and watercourses in their natural state represent visual and possibly recreational amenities for adjacent neighborhoods, that such areas not be re-channeled or replaced with concrete structures except where required for bank stability or public safety."<sup>14</sup> The Development Agreement contemplates exactly the opposite.
- iii. 2020 Master Plan Special Area Plans: Consideration must be given to addressing "issues that are unique to a limited geographical area."<sup>15</sup> In this case, the revised plan basically rewrites the existing 1990 Master Plan.
- iv. Land Use & Rural Neighborhoods Preservation Element, Objective 2.3: "To prepare, adopt and implement special area plans and neighborhood plans where more detailed planning is needed. These special area plans shall conform to and implement the Master Plan and address land use and other issues specific to that area. Neighborhood plans shall be prepared in conformance with the neighborhood planning process."<sup>16</sup> A land use plan which eliminates the focal point of the existing special area plan (golf course/open space drainage)<sup>17</sup> does not achieve this objective!
- v. Land Use Element definition of Master Development Plan Areas and Special Land-Use Designation. "Master-planned areas are comprehensively planned developments . . ."<sup>18</sup> The Development Agreement takes no account of the existing development, but is instead, a separately planned area without connection to the existing "comprehensively planned developments."
- vi. Conservation Element of Las Vegas 2020 Master Plan, Action AQ.7: "The City shall research, analyze and consider regulations which will limit the amount of land cleared and prepared for large-scale residential and commercial development

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<sup>12</sup> UDC 19.16.010(A)

<sup>13</sup> 2020 Master Plan, p. 61.

<sup>14</sup> *Id.*

<sup>15</sup> *Id.*, p. 76.

<sup>16</sup> Las Vegas 2020 Master Plan, Land Use & Rural Neighborhoods Preservation Element, p. 8

<sup>17</sup> Peccole Ranch Master Plan, Phase Two, February 6, 1990, , p. 10: "A focal point of Peccole Ranch Phase Two is the 199.8 acre golf course and open space drainageway system which traverses the site along the natural wash system."

<sup>18</sup> *Id.*, p. 20



to a prescribed maximum area or percentage of the development site, with the objective of minimizing the area of land contributed to PM10 levels...."<sup>19</sup>.

- vii. Conservation Element of Las Vegas 2020 Master Plan, Action S.2: "The City shall continue to encourage the utilization of areas with poor soils with appropriate low intensity land uses such as parks, golf courses, recreational fields, etc."<sup>20</sup>
- viii. The 2020 Master Plan refers to High Density Residential (H) as follows: "The High Density category is generally found as low rise apartments in the 'Downtown Area' and other areas of relatively intensive urban development in the *Southeast* Sector. [Emphasis added.]"<sup>21</sup> Not only is the Community in the *Southwest* Sector, but the area is clearly not "relatively intensive urban development."
- ix. UDC 19.06.120 refers to the R-4 District as being "intended to allow for the development of high density multi-family units within the downtown urban core and in other high intensity areas suitable for high density residential development."

**Developer: The Development Agreement is consistent with the objectives and policies of the General Plan as determined by City staff and planning commission.**

(d) Master Studies. The master drainage study, the master sanitary sewer study, the master traffic study and the technical drainage study need to be completed so that the City can determine the required infrastructure improvements necessitated by the development. The intent of the Development Agreement is to provide assurances to the Developer that it can build its project while at the same time assuring the City that the necessary public infrastructure will be built. The two go hand-in-hand

**Developer: All referenced Master Studies have been completed and have either been approved or are in the review and approval process.**

(e) Offsite Improvements. The Development Agreement refers to "Off-Property Improvements," in connection with the master studies. The location of such off-site areas needs to be established. If the Developer does not own these properties, how will they be built?

**Developer: The Master Studies and any updates thereto dictate the infrastructure and improvement needs.**

<sup>19</sup> Las Vegas 2020 Master Plan, Conservation Element, p. 91.

<sup>20</sup> *Id.*, p. 96

<sup>21</sup> 2020 Master Plan, p. 68.

**EXHIBIT A****GOLF COURSE NATURAL ZONE EASEMENTS**

**Declaration of Annexation of Golf Course Natural Zone Easements (Queensridge Parcel 19), Recorded 20040218-02291**

#	Exhibit	Lots	Size of Easement (SF)	Acreage	Easement Document*
1.	A-1	Lots 10, Block D, Verlaine Court	420.41 SF	.010 Acres	20040218-02293 (Latona)
2.	A-2	Lot 11, Block D, Verlaine Court	604.08 SF	.014 Acres	20040218-00061 (Taie-Tehrani)
3.	A-3	Lot 12, Block D, Verlaine Court	760.14 SF	.017 Acres	20040218-00062 (Iwamoto)
4.	A-4	Lot 13, Block D, Verlaine Court	956.19 SF	.022 Acres	
5.	A-5	Lot 14, Block D, Verlaine Court	1099.5 SF	.025 Acres	20040218-00060 (Nasseri)
6.	A-6	Lot 15, Block D, Verlaine Court	717.58 SF	.016 Acres	
7.	A-7	Lot 16, Block D, Verlaine Court	446.46 SF	.010 Acres	
8.	A-8	Lot 17, Block D, Verlaine Court	889.62 SF	.020 Acres	
9.	A-9	Lot 18, Block D, Verlaine Court	1237.39 SF	.028 Acres	
10.	A-10	Lot 19, Block D, Verlaine Court	916.9 SF	.021 Acres	
11.	A-11	Lot 20, Block D, Verlaine Court	1477.36 SF	.034 Acres	
12.	A-12	Lot 21, Block D, Verlaine Court	1569.12 SF	.036 Acres	
13.	A-13	Lot 22, Block D, Verlaine Court	1798.79 SF	.041 Acres	
14.	A-14	Lot 23, Block D, Verlaine Court	1261.34 SF	.029 Acres	
15.	A-15	Lot 24, Block D, Verlaine Court	315 SF, 85 SF	.007 Acres, .002 Acres	
16.	A-16	Lot 25, Block D, Verlaine Court	1,267 SF	.029 Acres	
17.	A-17	Lot 26, Block D,	2343 SF	.053 Acres	

		Verlaine Court			
18.	A-18	Lot 27, Block D, Verlaine Court	5,761 SF, 3,005 SF	.132 Acres, .068 Acres	
19.	A-19	Lots 1 and 2, Block D, Verlaine Court	3,51s SF	.08 Acres	
20.		Lot 39, PW, Lot 11, Winter Palace Dr.	639.76 SF	.0145 Acres	20040218-00296 (Buttar)
21.		Lot 21, QR Parcel 20	9,694 SF		20040218-00297 (Galardi)
22.		Lot 5 PW, Lot 11 Kings Gate Court	4,291 SF	.099 Acres	20040512-0001578 (Canepa)

Document title: **Grant of Easement and Maintenance Covenants (Golf Course Natural Zone)**, recorded at the Book/Instrument Number. The grant provides as follows:

"2. Grant of Easements. Grantor [The Badlands Golf Club, Inc., American Golf California and "the Peccole Entities"], hereby grants to the Grantee (and with respect to the grant by American Golf, for the duration of the Sublease only, an exclusive easement ("Easement") over, across, through and under that certain area within the perimeter boundaries of the Badlands Golf Course Property . . . ("Easement Area") for the purposes of installing landscaping, plant materials, sprinkler systems and other systems and equipment incident to the maintenance, use and operation of the Easement Area ("Easement Area Improvements") for the purposes stated herein. The Easement Area is appurtenant to the Lot described in **Exhibit "B"** hereto (the "Benefited Lot"), granted for the benefit of the Owners thereof and shall pass with the title to the Benefited Lot. . . . "

"Benefitted Lot": Residential Lot described above.

2017-12-15  
Thoughts on:  
Eglet-Prince Opioid Proposed Law Suit

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Understanding of Eglet-Prince Proposal

Purpose:

Sue Opioid Pharma for damages due to prior knowledge of harmful effects

Goal:

Use suit funds to fight and rehabilitate Opioid addiction

Targeted groups to benefit: Homeless, Veterans, enforcement, rehab, mental health

No cost to city unless a financial win

Then:

25% to Eglet-Prince

Plus Eglet-Prince Expenses paid:

Not to Exceed \$15 million (to be divided proportionately by each)

Otherwise:

\$0

+++++

Expectation:

Out of Court Settlement:

\$4-6 Billion

Or if settled in court:

Court Damages: Win actual expenses for previous 15-20 year

Most of expenses go here: Requires most research

Estimate approximately \$1-\$2 Billion

Court Punitive Damages:

Up to 10-15 times Actual Damages

Estimate \$5-\$30 Billion

Potential Suit Funds Distribution based on \$4 Billion settlement:

\$4 Billion Settlement at 25% Fee

Eglet-Prince: \$1 Billion

Clark County: \$1 Billion

Las Vegas \$.5 Billion

Henderson \$.15 Billion

North Las Vegas \$.15 Billion

Reno \$.15 Billion

Lincoln County \$.025 Billion

Nye County \$.025 Billion

\$4 Billion Settlement at 15% Fee

Eglet-Prince: \$.6 Billion  
Clark County: \$1.12 Billion  
Las Vegas \$.566 Billion  
Henderson \$.17 Billion  
North Las Vegas \$.17 Billion  
Reno \$.17 Billion  
Lincoln County\$.028 Billion  
Nye County \$.028 Billion

+++++

Considerations if City:

Why Take This On: Impact to Veterans, Community and Govt resources  
Out for bid: Nevada based legal team, History to Big Suit Victory  
Which pharma and why? All of them...they changed to chronic pain and lied!  
Distribution/Use of settlement funds coming to city.

+++++

Out for Bid:

Rationale for Suit  
Nevada based company  
Licensed, Based and Operating in NV for previous 4 consecutive years  
History of Large Settlements  
Percentage fee 25% or less  
Expenses included in fee or additional cost to city  
Time Table for filing, final settlement and payout to city  
Which Pharma sued and why

+++++

What City of Las Vegas will use its funds for:

(Using most conservative values (Eglet-Prince fee is 25%))

City of Las Vegas will allocate:

50% (\$250M) toward public safety:  
75% (\$187.5M) Enforcement:  
20% (\$37.5) Metro  
15% (\$28.125M) Fire  
20% (\$37.5M) Marshalls  
20% (\$7.5M) Animal Control

- 40% (\$15M) Detention
- 40% (\$15M) Marshalls
- 20% (\$37.5M) Veterans Facility
- 25% (\$46.875M) Mental Health facility
- 25% (\$62.5 M) Rehabilitation all the way to self-sufficiency (12 months)
- 50% (\$31.25M) Programs for Mental Health (new for city)
- 50% (\$31.25M) Programs for Veterans
- Funds to be used for:
  - Additional personnel
  - Associated additional personal equipment
  - Training for additional personnel
  - New Patriot Veterans Center
  - New combined “station” in Corridor or Hope
  - Public Safety-Public Health-Mental Health
- 10% (\$50 Million) toward paying down Public Debt
  - RDA bonds
  - TID bonds
  - Etc:
- 25% (\$125 Million) toward Corridor of hope facilities
- 15% (\$75 million) Misc:
  - \$15 Million- Purchase Badlands and operate
  - \$50 Million- New RJC
  - \$9 Million- Parks
  - \$1 Million-Animal Control/Animal Foundation

GENERAL INFORMATION	
PARCEL NO.	138-31-601-008
OWNER AND MAILING ADDRESS	180 LAND CO L L C %V DEHART 1215 S FORT APACHE RD #120 LAS VEGAS NV 89117
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	LAS VEGAS
ASSESSOR DESCRIPTION	PARCEL MAP FILE 121 PAGE 100 LOT 2
RECORDED DOCUMENT NO.	* 20151116:00238
RECORDED DATE	Nov 16 2015
VESTING	NS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	200
APPRAISAL YEAR	2017
FISCAL YEAR	2018-19
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2017-18	2018-19
LAND	3669671	3669671
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	3669671	3669671
TAXABLE LAND+IMP (SUBTOTAL)	10484774	10484774
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	3669671	3669671
TOTAL TAXABLE VALUE	10484774	10484774

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	22.19 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR SALE TYPE	0
LAND USE	12.000 - Vacant - Single Family Residential
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE
-------------------------------

OMS 1126

1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STYLE		SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				



GENERAL INFORMATION	
PARCEL NO.	138-31-702-003
OWNER AND MAILING ADDRESS	180 LAND CO L L C %V DEHART 1215 S FORT APACHE RD #120 LAS VEGAS NV 89117
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	LAS VEGAS
ASSESSOR DESCRIPTION	PARCEL MAP FILE 121 PAGE 100 LOT 3
RECORDED DOCUMENT NO.	* 20151116:00238
RECORDED DATE	Nov 16 2015
VESTING	NS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	200
APPRAISAL YEAR	2017
FISCAL YEAR	2018-19
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2017-18	2018-19
LAND	8198815	8198815
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	8198815	8198815
TAXABLE LAND+IMP (SUBTOTAL)	23425186	23425186
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	8198815	8198815
TOTAL TAXABLE VALUE	23425186	23425186

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	76.93 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR SALE TYPE	0
LAND USE	12.000 - Vacant - Single Family Residential
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE
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OMS 1128

1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STYLE		SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	138-31-702-004
OWNER AND MAILING ADDRESS	180 LAND CO L L C %V DEHART 1215 S FORT APACHE RD #120 LAS VEGAS NV 89117
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	LAS VEGAS
ASSESSOR DESCRIPTION	PARCEL MAP FILE 121 PAGE 100 LOT 4
RECORDED DOCUMENT NO.	* 20151116:00238
RECORDED DATE	Nov 16 2015
VESTING	NS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	200
APPRAISAL YEAR	2017
FISCAL YEAR	2018-19
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2017-18	2018-19
LAND	4223310	4223310
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	4223310	4223310
TAXABLE LAND+IMP (SUBTOTAL)	12066600	12066600
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	4223310	4223310
TOTAL TAXABLE VALUE	12066600	12066600

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	33.80 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR SALE TYPE	0
LAND USE	12.000 - Vacant - Single Family Residential
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE
-------------------------------

OMS 1130

1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STYLE		SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	138-31-801-002
OWNER AND MAILING ADDRESS	180 LAND CO L L C %V DEHART 1215 S FORT APACHE RD #120 LAS VEGAS NV 89117
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	LAS VEGAS
ASSESSOR DESCRIPTION	PARCEL MAP FILE 120 PAGE 49 LOT 4
RECORDED DOCUMENT NO.	* 20151116:00238
RECORDED DATE	Nov 16 2015
VESTING	NS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	200
APPRAISAL YEAR	2017
FISCAL YEAR	2018-19
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2017-18	2018-19
LAND	1741068	1741068
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	1741068	1741068
TAXABLE LAND+IMP (SUBTOTAL)	4974480	4974480
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	1741068	1741068
TOTAL TAXABLE VALUE	4974480	4974480

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	11.28 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR SALE TYPE	0
LAND USE	12.000 - Vacant - Single Family Residential
DWELLING UNITS	1

PRIMARY RESIDENTIAL STRUCTURE
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OMS 1132

1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STYLE		SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	138-31-201-005
OWNER AND MAILING ADDRESS	180 LAND CO L L C %V DEHART 1215 S FORT APACHE RD #120 LAS VEGAS NV 89117
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	LAS VEGAS
ASSESSOR DESCRIPTION	PARCEL MAP FILE 121 PAGE 100 LOT 1
RECORDED DOCUMENT NO.	* 20151116:00238
RECORDED DATE	Nov 16 2015
VESTING	NS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	200
APPRAISAL YEAR	2017
FISCAL YEAR	2018-19
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2017-18	2018-19
LAND	6260363	6260363
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	6260363	6260363
TAXABLE LAND+IMP (SUBTOTAL)	17886751	17886751
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	6260363	6260363
TOTAL TAXABLE VALUE	17886751	17886751

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	34.07 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR SALE TYPE	0
LAND USE	12.000 - Vacant - Single Family Residential
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE
-------------------------------

OMS 1134

1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STYLE		SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				



GENERAL INFORMATION	
PARCEL NO.	138-32-301-005
OWNER AND MAILING ADDRESS	SEVENTY ACRES L L C %V DEHART 1215 S FORT APACHE RD #120 LAS VEGAS NV 89117
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	LAS VEGAS
ASSESSOR DESCRIPTION	PARCEL MAP FILE 120 PAGE 91 LOT 1
RECORDED DOCUMENT NO.	* 20151116:00239
RECORDED DATE	Nov 16 2015
VESTING	NS
COMMENTS	SF 199-19

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	200
APPRAISAL YEAR	2017
FISCAL YEAR	2018-19
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2017-18	2018-19
LAND	1606894	1989488
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	1606894	1989488
TAXABLE LAND+IMP (SUBTOTAL)	4591126	5684251
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	1606894	1989488
TOTAL TAXABLE VALUE	4591126	5684251

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	17.49 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR SALE TYPE	0
LAND USE	13.000 - Vacant - Multi-residential
DWELLING UNITS	0

<b>PRIMARY RESIDENTIAL STRUCTURE</b>					
<b>1ST FLOOR SQ. FT.</b>	0	<b>CASITA SQ. FT.</b>	0	<b>ADDN/CONV</b>	
<b>2ND FLOOR SQ. FT.</b>	0	<b>CARPORT SQ. FT.</b>	0	<b>POOL</b>	NO
<b>3RD FLOOR SQ. FT.</b>	0	<b>STYLE</b>		<b>SPA</b>	NO
<b>UNFINISHED BASEMENT SQ. FT.</b>	0	<b>BEDROOMS</b>	0	<b>TYPE OF CONSTRUCTION</b>	
<b>FINISHED BASEMENT SQ. FT.</b>	0	<b>BATHROOMS</b>	0	<b>ROOF TYPE</b>	
<b>BASEMENT GARAGE SQ. FT.</b>	0	<b>FIREPLACE</b>	0		
<b>TOTAL GARAGE SQ. FT.</b>	0				

GENERAL INFORMATION	
PARCEL NO.	138-32-301-007
OWNER AND MAILING ADDRESS	SEVENTY ACRES L L C %V DEHART 1215 S FORT APACHE RD #120 LAS VEGAS NV 89117
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	721 S RAMPART BLVD LAS VEGAS
ASSESSOR DESCRIPTION	PARCEL MAP FILE 121 PAGE 12 LOT 1
RECORDED DOCUMENT NO.	* 20151116:00239
RECORDED DATE	Nov 16 2015
VESTING	NS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	200
APPRAISAL YEAR	2017
FISCAL YEAR	2018-19
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2017-18	2018-19
LAND	4634671	4634671
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	4634671	4634671
TAXABLE LAND+IMP (SUBTOTAL)	13241917	13241917
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	4634671	4634671
TOTAL TAXABLE VALUE	13241917	13241917

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	47.59 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR SALE TYPE	0
LAND USE	12.000 - Vacant - Single Family Residential
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE
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OMS 1138

1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STYLE		SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

GENERAL INFORMATION	
PARCEL NO.	138-31-801-003
OWNER AND MAILING ADDRESS	SEVENTY ACRES L L C %V DEHART 1215 S FORT APACHE RD #120 LAS VEGAS NV 89117
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	LAS VEGAS
ASSESSOR DESCRIPTION	PARCEL MAP FILE 121 PAGE 12 LOT 2
RECORDED DOCUMENT NO.	* 20151116:00239
RECORDED DATE	Nov 16 2015
VESTING	NS

\*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND VALUE EXCLUDED FROM PARTIAL ABATEMENT	
TAX DISTRICT	200
APPRAISAL YEAR	2017
FISCAL YEAR	2018-19
SUPPLEMENTAL IMPROVEMENT VALUE	0
INCREMENTAL LAND	0
INCREMENTAL IMPROVEMENTS	0

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2017-18	2018-19
LAND	719712	719712
IMPROVEMENTS	0	0
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	719712	719712
TAXABLE LAND+IMP (SUBTOTAL)	2056320	2056320
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	719712	719712
TOTAL TAXABLE VALUE	2056320	2056320

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	5.44 Acres
ORIGINAL CONST. YEAR	0
LAST SALE PRICE MONTH/YEAR SALE TYPE	0
LAND USE	12.000 - Vacant - Single Family Residential
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE
-------------------------------

OMS 1140

1ST FLOOR SQ. FT.	0	CASITA SQ. FT.	0	ADDN/CONV	
2ND FLOOR SQ. FT.	0	CARPORT SQ. FT.	0	POOL	NO
3RD FLOOR SQ. FT.	0	STYLE		SPA	NO
UNFINISHED BASEMENT SQ. FT.	0	BEDROOMS	0	TYPE OF CONSTRUCTION	
FINISHED BASEMENT SQ. FT.	0	BATHROOMS	0	ROOF TYPE	
BASEMENT GARAGE SQ. FT.	0	FIREPLACE	0		
TOTAL GARAGE SQ. FT.	0				

**CITY COUNCIL MEETING OF  
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VERBATIM TRANSCRIPT – AGENDA ITEM 66**

**Bill No. 2018-5 - ABEYANCE ITEM - For possible action - Provides in preliminary or skeleton form an amendment to the Unified Development Code to establish a required process for public engagement in connection with the repurposing of certain golf courses and open spaces. Sponsored by: Councilman Steven G. Seroka [NOTE: It is anticipated that this bill may come forward to the City Council in amended form, with changes to the title and summary to reflect that it is no longer in preliminary or skeleton form and that it proposes an amendment to LVMC 19.16.010 to establish a required process for public engagement in connection with the repurposing of certain golf courses and open spaces.]**

**Appearance List**

CAROLYN G. GOODMAN, Mayor  
STAVROS S. ANTHONY, Councilman  
VAL STEED, Chief Deputy City Attorney  
MICHELE FIORE, Councilwoman  
BOB COFFIN, Councilman  
ROBERT SUMMERFIELD, Director of Planning  
LOIS TARKANIAN, Councilwoman  
STEVEN G. SEROKA, Councilman  
CEDRIC CREAR, Councilman

(34 minutes) [2:43 – 3:17]

Typed by: Speechpad.com  
Proofed by: Jacquie Miller

**MAYOR GOODMAN**

Okay. We will move on to Agenda Item 66, 65 was stricken. Sixty-six, Recommending Committee bills eligible for adoption at this meeting, Bill No. 2018-5. Councilman Anthony, would you like the bill read?

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**VERBATIM TRANSCRIPT – AGENDA ITEM 66**

30 **COUNCILMAN ANTHONY**

31 Yes, Mayor.

32

33 **VAL STEED**

34 Thank you-

35

36 **MAYOR GOODMAN**

37 Please.

38

39 **VAL STEED**

40 -Bill No. 2018-5, an ordinance to amend LVMC 19.16.010 to establish a required process for  
41 public engagement in connection with the repurposing of certain golf courses and open spaces  
42 and to provide for other related matters.

43 You have in your backup not only the initial bill but a couple of proposed First Amendments, the  
44 most recent of which is labeled 5-1118 Update. That is the version that was heard by the  
45 Recommending Committee this week. The Recommending Committee did not vote out either for  
46 or against. There was, there were two competing one to one motions. So this comes forward to  
47 you for possible adoption today without a recommendation. And that's my recitation of what  
48 happened and why we're here.

49

50 **MAYOR GOODMAN**

51 Thank you very much. Do we have any comments, questions? Councilwoman? I see Mayor Pro  
52 Tem your light's on, or is that an accident? Councilwoman?

53

54 **COUNCILWOMAN FIORE**

55 Thank you. As someone that sits on the Recommending Committee and - voted it down both  
56 times, this particular ordinance, and I'm just going to read it again because it just needs to be said  
57 and on the record. This bill is for one development and one development only. This bill is only  
58 about Badlands Golf Course.



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59 For the past two years, the Las Vegas City Council has been broiled in controversy over  
60 Badlands, and this is the latest shot in a salvo against one developer. Badlands and Queensridge  
61 was a development that was poorly conceived and executed. The original developer did  
62 absolutely nothing to stop development of the golf course and, in fact, allowed for that  
63 development. Every person who bought in that development knew the golf course could be  
64 developed. The Las Vegas City Council is now supposed to somehow fix this incompetence of a  
65 developer that made millions with a flawed development. This is not our job.

66 There are currently three developments that are threatened by conversion of open spaces (sic) or  
67 golf courses in the City of Las Vegas. Two of those developments are in my ward, in Ward 6.  
68 This is why I'm so passionate about this ordinance. Because, to my fellow Councilmembers, you  
69 must understand that this ordinance affects someone else's ward more than it affects the ward  
70 members that are putting it out.

71 There are, so, as I said, out of those three, two of them are in my ward; Silverstone Golf Course  
72 and Centennial Village. Silverstone is protected by CC&Rs that require 75 percent of the  
73 homeowners approve any change in the golf course. This is what should have been done at  
74 Badlands, but the developers either wanted the ability to develop the golf course or weren't smart  
75 enough to protect the golf course. In my opinion, they left themselves the option to develop the  
76 golf course.

77 Centennial Village is closer to what is happening at Badlands but not exactly the same. The  
78 developers of Centennial Village did not record the necessary documents to complete the transfer  
79 of Pop Squire's Park, and it has been in limbo since. The new owners of Pop Squire's Park are  
80 now trying to develop the park, but at Pop Squire's Park, our system is working. I am supporting  
81 the neighbors of the park, and the new owners do not believe they have the support of the City  
82 Council to obtain the variances needed to convert the park to apartments. So they are working  
83 with neighbors and trying to come to a solution that's going to work with all the parties  
84 concerned.

85 Adoption of this ordinance will do nothing for these two problems in my ward. Okay? So we're  
86 creating a citywide ordinance that affects by ward the most.

87 So, and I'm going to just stick to my notes so I don't get off topic. In fact, it might well hinder, I

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88 will tell you, any solution that we might come up with. Our - current system is working. I find it  
89 unfathomable that we are even considering an ordinance that will do absolutely nothing but add  
90 additional layers of bureaucratic meetings for developers and will not add one iota of - help to  
91 the homeowners.

92 And so I'm gonna wait to question as we come up and talk on some other things I have, I have  
93 questions about.

94

95 **COUNCILMAN COFFIN**

96 Your Honor?

97

98 **MAYOR GOODMAN**

99 Okay. Councilman Coffin?

100

101 **COUNCILMAN COFFIN**

102 Thank you, Your Honor. I'm not the sponsor of the bill, but I do want to weigh in as I have heard  
103 testimony. And thank you very much for conducting the Recommending Committee without me  
104 there Monday. I couldn't be there, and I do appreciate the fact. But I knew the bill pretty well,  
105 and I know that it doesn't address the current topic du jour of a, of a certain golf course in the  
106 western part of town. That would be retroactive treatment, and I don't see how we can draw a  
107 conclusion or a connection between a bill discussing the future with something that's been in  
108 play for quite a long time.

109 So I - think we've got to separate those two out. For one thing, one, if we were to connect these  
110 two, then someone might interpret this action today as somehow influencing the discussion on  
111 Badlands, and that is not what we wanna do. We want to keep it separate and keep it clean, and  
112 this bill has nothing to do with that as far as I am concerned. Thank you very much, Your Honor.

113

114 **MAYOR GOODMAN**

115 Okay. Well, I'd like to add to that. I just do think, and I don't know where Mr. Summerfield is,  
116 and nor is this appropriate, so catch me, Mr. Steed, if you could on things that I might be

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117 addressing that I shouldn't be. So. My question is, up until this point, I didn't think anything was  
118 broken and it has been working for years, and I don't know how many years a Unified  
119 Development Code has been sufficing.

120 One of the worst things that happens in government is adding more and more meetings, more  
121 and more layers, more cumbersomeness to moving business and investors and developers  
122 smoothly, as quickly as possible, which is why the City has been remarkable when you look at  
123 what happens in the County and in other communities across the country. So, I don't know, am I  
124 allowed to ask staff for their assessment or not?

125

126 **VAL STEED**

127 Their assessment of the ordinance?

128

129 **MAYOR GOODMAN**

130 Their assessment of whether the Uniform Development Code has been broken to this time.

131

132 **VAL STEED**

133 That's fine. You're - talking about the way it addresses open space?

134

135 **MAYOR GOODMAN**

136 Correct.

137

138 **VAL STEED**

139 Correct. Yeah, that's fine.

140

141 **MAYOR GOODMAN**

142 So has it been, is it broken, has it been broken and does it need addressing?

143

144 **ROBERT SUMMERFIELD**

145 Madam Mayor, the - current system has been place, in place for quite a number of years.

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146   **MAYOR GOODMAN**

147   How many, about?

148

149   **ROBERT SUMMERFIELD**

150   The current, the UDC is from 2011. The - substantive part of the Code, though, has been in place  
151   over various iterations. It's actually been a couple different codes. But substantially, the Code has  
152   remained the same in terms of its process with modifications. As you kind of mentioned, we've  
153   streamlined the process over the course of many years to get us to a - fairly quick, uniform  
154   process that we have now.

155   I can't speak to that no project has had controversy. Obviously, there are projects that have  
156   controversy that come before the Planning Commission and City Council. But statutorily, the  
157   only application that we need to have a neighborhood meeting is related to the General Plan  
158   Amendment. We do have in a couple special area plans, like in Town Center, we do require a  
159   neighborhood meeting if someone wants to waive a condition or waive a provision for a Special  
160   Use Permit, say an alcohol distance separation. We require a neighborhood meeting for there.  
161   Those are really the only circumstances Code requires a neighborhood meeting. Quite often,  
162   members of the Planning Commission or City Council, when there are controversial items that  
163   come forward, will request a neighborhood meeting. This would be the first time that we would  
164   require some form of engagement program prior to the actual submission of an application. In  
165   both the case of a General Plan Amendment and the case of the Town Center items that I  
166   mentioned, both of those are instances where the applicant actually applies for the entitlement  
167   that they're requesting, and then prior to that item being heard at a public hearing, they're  
168   required to have that neighborhood meeting. So that would be the - slight twist on this.  
169   The amendment that is before you, that we did take to Recommending, does reduce the required  
170   meetings to - one required meeting in the case of this type of development.

171

172   **MAYOR GOODMAN**

173   Okay. Well, I just, you know I - take such great pride in what's been happening almost over the  
174   past 20 years and getting through the recession and how the City has stepped out far and above

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**VERBATIM TRANSCRIPT – AGENDA ITEM 66**

175 any other government body to move things smoothly and as rapidly as we can to help the private  
176 sector get through the process. And knowing developers who have been through the mill before,  
177 they know they have to include the public in those meetings. They know it because we're gonna  
178 hear from them, and we are the elected body who represents them.

179 So I can't take a brush and paint everything and add another layer of government. I cannot  
180 support this. I haven't been in support of it only for the fact that it is, there are pieces, you've  
181 brought them out, that have come to us, that are unique, and we must deal with each - situation  
182 on its uniqueness. So I cannot be in support of it. I wanted, you live, eat, and breathe this. I live,  
183 eat, and breathe other things. So you live it. This is your area, and I did want to hear from you  
184 with the permission of our attorney.

185 So thank you very much and would welcome anybody's comment, anybody else who would like  
186 to make a comment. I'm just for business development and streamlining and not getting  
187 government putting another meeting, another, more work in it when it's not broken yet.

188 Okay. Councilwoman, yes?

189

190 **COUNCILWOMAN TARKANIAN**

191 Well, if somebody is going to say that we're not broken after what we've gone through recently, I  
192 - can't believe that.

193

194 **MAYOR GOODMAN**

195 That's one. I'm talking overall. This is one.

196

197 **COUNCILWOMAN TARKANIAN**

198 I know. But - it doesn't, I, we're, I don't, I don't know if we're as solid in that as we seem to be.

199 I'm not gonna contradict you, 'cause I know you feel strongly. I would like to say, however, my  
200 understanding is, and I believe very strongly, that we are crystal clear with residents that, and we  
201 are requiring only one meeting now. We're not saying you have to have three or four or anything.  
202 Can you, some changes have been (sic) made. I'm not quite sure of all the changes, and I'd just  
203 like to hear what they are. If we talk about transparency, I don't know what's wrong with having

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204 a neighborhood meeting before you get into something, because this type of open space affects  
205 everybody that lives in the area, any area.

206

207 **ROBERT SUMMERFIELD**

208 Through you, Madam Mayor.

209

210 **MAYOR GOODMAN**

211 Please.

212

213 **ROBERT SUMMERFIELD**

214 So, yes, Mayor-

215

216 **MAYOR GOODMAN**

217 Again, state your name, please. Sorry.

218

219 **ROBERT SUMMERFIELD**

220 -Sorry. So, over on this side, Robert Summerfield, Director of Planning. So, Mayor Pro Tem,  
221 you're correct. So in the original version of this bill, it did require a number of neighborhood  
222 meetings, a number of design workshops. There were a number of things that were going to be  
223 required when you were doing this type of infill or - new development in an area that had  
224 previously been developed as open space.

225

226 **COUNCILWOMAN TARKANIAN**

227 And they're no longer required, as I understand.

228

229 **ROBERT SUMMERFIELD**

230 Under the Proposed Amendment, there's only one-

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231 **COUNCILWOMAN TARKANIAN**

232 One meeting required.

233

234 **ROBERT SUMMERFIELD**

235 -required meeting. There's a number of guidelines for other steps that could be followed to which  
236 the Planning Commission or the City Council could direct a developer in - a more complicated  
237 project. They could ask, You know what? You're only required one neighborhood meeting, but  
238 I'd like you to do the alternative statement, or I'd like you to hold at least a design workshop. So  
239 those have all become guidelines-

240

241 **COUNCILWOMAN TARKANIAN**

242 Which you can do now.

243

244 **ROBERT SUMMERFIELD**

245 - in the current version of the bill. Which - you could do now. In the current bill, there's only one  
246 required neighborhood meeting that's a part of the Public Engagement Program. And then there's  
247 a summary report. So it's, there's two pieces of the requirement in the Proposed Amendment.  
248 There's the one neighborhood meeting prior to submitting your application to the City of Las  
249 Vegas for your entitlement request, and then as a part of that application submittal, you have to  
250 submit what's called the Summary Report, which outlines the activities that you conducted as a  
251 part of that Public Engagement Program. So if you only have the one meeting, you'll only  
252 identify in the Summary Report that you conducted the one meeting and how you did that and  
253 what was heard and if you've done anything to change your - plan based on the comments that  
254 you heard at that meeting. If you do other things, then you would include those in your Summary  
255 Report as well. But those are the only two requirements in the current Proposed Amendment that  
256 you have before you.

257

258 **COUNCILWOMAN TARKANIAN**

259 I - just don't see what is so difficult about having a neighborhood meeting. We have them all the

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260 time in our ward. And then writing a report on it because that you could do in two sentences.  
261 And if we're going to let (sic), if this is only going to relate to one open space area, part of it's  
262 because of decisions we've made on who would be considered or who would not be. I just can't  
263 see why this is such a big problem. I'm sorry.

264

265 **COUNCILMAN SEROKA**

266 Mayor, if I may?

267

268 **MAYOR GOODMAN**

269 Yes. I'm going to. I think so. Please, Councilman Seroka?

270

271 **COUNCILMAN SEROKA**

272 Thank you. Council and to the public, this bill is about two things only. It is about transparency  
273 and accountability. That's it. If you like transparency and you like accountability, you like this  
274 bill. What it says is if you're gonna build in somebody's backyard, you're gonna hold a meeting,  
275 you're gonna talk about it, you're gonna write down what you heard, and you're gonna come  
276 forward to the Council or wherever you go and say, This is what I heard, this is what I'm gonna  
277 do about it. That's simple. The difference with this bill is that you do write down what you heard  
278 and what you're gonna do about it. We don't have any guidelines for that.

279 So let's explain, let's explain the origins of this bill so that there's no misunderstanding or no  
280 misrepresentation as there has been. This bill was born out of a change in the building  
281 environment in Las Vegas and across the country. Up til now, our City has been growing  
282 outwardly in rings, outwardly, out. We've been building in pristine desert with no neighbors or  
283 few neighbors, and we've encouraged development. And that is a good thing. We allow  
284 conditions and studies to be submitted after we make approvals. We allow things to be done that  
285 you wouldn't necessarily be done if you were building inside of a - neighborhood. But now that  
286 we've reached the exterior of our valley, it is interest, there is interest in building inward, and that  
287 is not new across the country. It's new to Las Vegas. So as we are beginning to experience that  
288 phenomena here in our amazing community, we have thousands of acres of available land for



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289 potential development that could require a good dialogue and a good policy where we have none.  
290 So our current policies do not address that interior-type development, building inside of a  
291 completed master plan community. We don't have any engagement or rules. So what was  
292 directed to the staff, in September, was to do a study of the best practices around the country.  
293 And where did this come from? This came from a meeting in my office, where we were sitting  
294 with the City Attorney, the Deputy City Manager for Planning, the Director of Planning, and the  
295 Assistant Director of Planning and said, Hey, how do we make things work better in the future?  
296 And this was the ideas not of (sic) me, but of the group and all in the room that said, Hey, our  
297 policies don't address this. So we just heard one question answered. But really, the - genesis of  
298 this is that our policies do not address this type of development. So we looked around the best  
299 practices around the country, clearly not targeting any specific article of land. And I, I'll ask the  
300 attorney. Val, does this target any one specific piece of land?

301

302 **VAL STEED**

303 The - way it's drafted, it doesn't. It - picks up any number of open spaces and golf courses that  
304 may or may not eventually be or currently under private ownership. I can't remember, the staff at  
305 one time identified the number of parcels it applies to. So, although the genesis may have come  
306 from a particular awareness of one project or one or more projects, the - reach of this ordinance  
307 of necessity has to sweep more broadly. We can't draft an ordinance that targets only one piece  
308 of property.

309

310 **COUNCILMAN SEROKA**

311 Thank you. And with that in mind, as far as the scope of what is affected, in Ward 2 there was  
312 twice the amount of open space acreage that - this could apply to than any other ward in the, in  
313 the city. In addition, it is over four times that of the - ward that's in the northwest, four times the  
314 open space that could be affected. So what we did was we took the best practices and we said,  
315 Hey, what is the best way to do that? And we learned that communication is key. And so we said  
316 let's communicate and let's give options to those that can communicate. And let's have the -  
317 developer make sure they're listening to those that are speaking, write down what they heard and

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**VERBATIM TRANSCRIPT – AGENDA ITEM 66**

318 what they're gonna do about it. It is truly transparency and accountability, and it is also  
319 consistent with the guidance that the City Council gives applicants across the board, that if there  
320 is something that is potentially controversial, we say, Please go forward, have a neighborhood  
321 meeting, fix it before you come back. We do it with short-term rentals. We do it with  
322 controversial work. And most of that happens before it even comes to Council.  
323 So what I mean by transparency is this gives notice to everyone. If you're going to do this kind of  
324 development, you do it. You do a meeting ahead of time. You know it's coming. You all know  
325 it's gonna happen. It's gonna happen outside of Council chambers, and you're going to work  
326 through it. Accountability means you're gonna write it down and you're gonna tell us, everybody  
327 what you're gonna do about it so you're held to what you spoke about and what you agreed to.  
328 It is relatively simple, as Mayor Pro Tem said. It is not an encumbrance when you consider the  
329 number of hours and hours and hours that it would prevent from happening in Council chambers,  
330 planning sessions elsewhere if you just do it ahead of time.  
331 So this case is addressing the changing environment of development, it takes best practices from  
332 across the country of successful (sic) language and it applies it here with - part of our pillars that  
333 our City stands on, which are transparency and accountability. Thank you.

334

335 **MAYOR GOODMAN**

336 Thank you. Councilman Anthony?

337

338 **COUNCILMAN ANTHONY**

339 Thank you, Mayor. I - heard this ordinance a couple of times during Recommending. So I just  
340 want to put on the record what happened and how I voted.

341 So, when the ordinance first came to Recommending, the - crux of the ordinance was that it  
342 wanted to increase public engagement when it comes to open space. So, can't argue with that.

343 That sounds like a great thing. So that passed muster for me. The second thing was what exactly  
344 was a definition of open spaces, and that was not clear in the original ordinance. And then the  
345 third thing is the number of meetings. The original ordinance had seven mandatory meetings, and  
346 I had a problem with that. So at Recommending, I - asked staff to -, you know, go back to the

**CITY COUNCIL MEETING OF**  
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347 drawing board and do two things. Number one, define further what the definition of open space  
348 is 'cause that's specifically what we're dealing with here, and I - can't support seven mandatory  
349 meetings. That's just, that was not good for me. So they came back. At the last (sic) meeting,  
350 they came back. Tom Perrigo and the attorneys came back with the First Amendment, and they -  
351 tightened up the definition of open space, so that's very clear what that was about, and they  
352 brought the number of mandatory meetings down to one instead of seven, and the other six were  
353 just on the may list, depending on what Planning asked for, depending on what the City Council.  
354 So I'm good with that. The definition is clear. It's only one mandatory meeting. It deals  
355 specifically with open spaces. It increases public engagement. And that's why I - supported the  
356 ordinance at the Recommending Committee. So I just wanted to put that on the record.

357

358 **MAYOR GOODMAN**

359 I appreciate that. I mean I think that is clarifying. I, I'm gonna ask our Director to come back to  
360 the microphone, please.

361 For open space development over the, your recent years working for the City, can you recall  
362 meetings that there have not been, the public has not been involved? The only thing I'm  
363 questioning, and I do really appreciate what Councilman Anthony has done in reducing the  
364 cumbersomeness of all those meetings down to one, I mean I think, and clarifying what the open  
365 space means. But I can't recall any development where they haven't had meetings in the past.  
366 And when in fact there is a problem, we're full. They come in, the public comes in. I thought  
367 everything was transparent. Everything is up on the website, what's going on. And maybe I am  
368 totally smoking what is now available in this community, which I don't do.

369 So, can you clarify for me, I - appreciate Councilman Seroka's talk about transparency, but I  
370 have always been a firm believer that everything we're doing at City is on the website and public  
371 information. So I need a clarification there. What's hidden?

372

373 **ROBERT SUMMERFIELD**

374 Madam Mayor, Madam Mayor, so-

**CITY COUNCIL MEETING OF**  
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**VERBATIM TRANSCRIPT – AGENDA ITEM 66**

375 **MAYOR GOODMAN**

376 Again, your name? Sorry.

377

378 **ROBERT SUMMERFIELD**

379 -again, Robert Summerfield, Director of Planning. So, the, in the past, prior to the, this ordinance  
380 being available, that, what you're saying is absolutely correct. I don't know of any project that  
381 came through that had contention where there wasn't either a Planning Commission or a City  
382 Councilperson who actually held the item and directed the applicant to go back and meet with  
383 the neighborhood. Typically, that is - how that happens.

384 The difference here is that this would, we only require neighborhood meetings as a matter of  
385 form, as a matter of procedure in those cases I mentioned earlier, the General Plan Amendment  
386 or the waivers of certain Special Use Permit provisions if it's in Town Center. This puts certain  
387 types of development, in the case of repurposing of a golf course open space, golf course or open  
388 space, that it would have a neighborhood meeting. This outlines various procedures on how  
389 public engagement might be performed. We do not have anything that outlines how public  
390 engagement is done under the current code.

391 So even the neighborhood meeting that we require, and - I think the Councilman was, kind of  
392 alluded to this, even in the cases where we do have a neighborhood meeting required for a  
393 General Plan Amendment or a waiver of a Special Use Permit provision or in the case where a  
394 member of Council or Planning Commission requests that the applicant or order the applicant to  
395 have a neighborhood meeting, we don't actually have any process in place other than usually the  
396 ward office will send a staff member to observe the Planning Department on a required meeting  
397 will send a staff member to observe. But there's no, there's no note taking that's necessarily  
398 required. There's no reporting afterwards. Staff, again on a required meeting, will indicate in the  
399 Staff Report that a meeting has occurred, and whatever notes they've taken will be transcribed.  
400 But there currently is no codified or outlined procedure, other than a neighborhood meeting  
401 should be conducted.

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**VERBATIM TRANSCRIPT – AGENDA ITEM 66**

402   **MAYOR GOODMAN**

403   Okay. So, but to your knowledge, everything that we do at the City is transparent?

404

405   **ROBERT SUMMERFIELD**

406   Correct.

407

408   **MAYOR GOODMAN**

409   I mean, that's number one.

410

411   **ROBERT SUMMERFIELD**

412   Yes.

413

414   **MAYOR GOODMAN**

415   The second issue I wonder about, having been to all these meetings, in particular, the, when we  
416   notify and we notify by the resident address and sometimes they've moved and they're in a rental,  
417   we have had many a meeting where people will come and say, I - didn't get that notification. I  
418   mean, not once but many times that they have not received the notification. So what happens is,  
419   because we're putting that layer in, into an ordinance, not as a recommendation, then we are  
420   opening a new can of worms, to me, that we get more meetings required and abey more items,  
421   which slows down the process. There is no way that this community of outspoken people is  
422   gonna sit by and let a major, and we know that because we've had this issue ongoing for two and  
423   a half years now and it's been very vocal, that through history, to your knowledge, one, we've  
424   been transparent; two, the ward person is really the one that is the - pinnacle through which  
425   things, you have complaints and issues. What I'm driving at is I have seen so many times we  
426   have or a developer's had a meeting to get complaints beyond that, I didn't get my notification,  
427   so I wanna press on, and you get enough people to come to a meeting, I want to abey it. Then  
428   meanwhile, any developer anywhere has a - timeline that they're working on.  
429   So, to me, I still, I appreciate so much Councilman, I appreciate Councilman Seroka's effort. I  
430   think it's totally reasonable and right. I do take umbrage with the fact of being transparent,

**CITY COUNCIL MEETING OF**  
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**VERBATIM TRANSCRIPT – AGENDA ITEM 66**

431 because I, that's something I espouse all the time and so does the City and our manager. I  
432 appreciate that Councilman Anthony, again, brought this back to one required.  
433 I don't like the fact that you record the minutes and have to answer and address the things, 'cause  
434 they may be ridiculous what's being asked, but now you've got a recordation, and it may be only  
435 one side of the coin that's out there asking for these issues. And now you're having to slow it  
436 down again, because now we have to address the issues.  
437 I still cannot support it. I am about streamlining business and less government. And so, to me,  
438 the fact that you're standing there as the Director of Planning and to say to the best of your  
439 knowledge we are transparent.

440

441 **ROBERT SUMMERFIELD**

442 Yes, Mayor, to the best of my knowledge, I believe we are transparent in our current policies,  
443 procedures-

444

445 **MAYOR GOODMAN**

446 Right.

447

448 **ROBERT SUMMERFIELD**

449 -and the way that we do it.

450

451 **MAYOR GOODMAN**

452 And so-

453

454 **ROBERT SUMMERFIELD**

455 When we attend a meeting, we - report on the meeting that we have attended as a-

456

457 **MAYOR GOODMAN**

458 So this is all-

**CITY COUNCIL MEETING OF**  
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**VERBATIM TRANSCRIPT – AGENDA ITEM 66**

459 **ROBERT SUMMERFIELD**

460 -part of that Staff Report.

461

462 **MAYOR GOODMAN**

463 -To me this is all about encouraging development, good development, having participation.

464 Good developers always include the public and the community. If they're not, then they're not  
465 good developers perhaps, or maybe they're wrong sided.

466 But to me, this is just another layer. And having worked in this position and familiar with what  
467 went on the prior 12 years, I know the impact of the angry people come out and scream. And it's  
468 always that way, the people who will figure, let the good come out in the world don't come.

469 So what will happen is we will have the list made by perhaps those who are the anti's, and then  
470 we have to address them, what means the whole project abeys. And I am concerned with

471 government involvement and timing and slowing down the process to good development and

472 good developers. Good developers and good people include the public, and we are transparent.

473 So as much as I'd like to and I appreciate your effort Councilman Seroka, and I thank you

474 Councilman Anthony, that was great to get it down to the minimum of a meeting, I could go for

475 it if it were just a meeting. I don't like the recordation and what are you gonna do about it, 'cause

476 you could have the wrong side of the coin demanding that and slowing it down. I could go for

477 one meeting, but not the recordation and what are you doing about it.

478

479 **COUNCILWOMAN FIORE**

480 Mayor?

481

482 **MAYOR GOODMAN**

483 Yes?

484

485 **COUNCILWOMAN FIORE**

486 So addressing that, and thank you so much because when I'm looking at this bill and what it

487 does, Bill No. 2018-5, aka I call it the Yohan Lowie Bill, I look at this simply because, you know

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488 some of our peers talked about transparency and they're - totally okay with it being transparency  
489 and they use sexy words about, you know, it's a national problem. Well, first of all, there are six,  
490 seven us up here. You represent the whole City, and each of us represent each ward. So, as  
491 another representative in their ward is affecting my ward greatly, it's - a problem. That's number  
492 one. Number two, to be very transparent, this ordinance that is being processed for one  
493 developer, just to be transparent, is I've done my research and I've asked questions and, to staff.  
494 There's been over 55 meetings with this one particular item that we are now creating a - broad  
495 brush, as you said, Mayor, across the City of Las Vegas.  
496 So, again, I'm (sic) asking my peers on this Council, you know, if, your ward is your ward, my  
497 ward is my ward. Please do not put in effect ordinances that affect my ward greatly than your  
498 ward. That's what I'm asking.

499

500 **COUNCILMAN SEROKA**

501 Mayor, Mayor, if I may?

502

503 **MAYOR GOODMAN**

504 Councilman?

505

506 **COUNCILMAN SEROKA**

507 Thank you. I appreciate the comments. In - essence, the comments here today have actually  
508 justified the need for requiring a meeting and for the recordation of the meeting and  
509 acknowledging that and making it transparent that this is required before you come to Planning  
510 Commission, before you come to City Council and you actually bring that documentation with  
511 you. And it's not the government doing it. It is the applicant doing it.

512 **With that in mind, I move to approve the bill that is in question, Agenda Item 66, Bill No.**  
513 **2018-5.**

514

515 **MAYOR GOODMAN**

516 Thank you.



**CITY COUNCIL MEETING OF**  
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**VERBATIM TRANSCRIPT – AGENDA ITEM 66**

517 **COUNCILMAN SEROKA**

518 And that is my motion.

519

520 **MAYOR GOODMAN**

521 There is a motion. Please vote.

522

523 **COUNCILMAN COFFIN**

524 May I speak on the motion, Mayor?

525

526 **MAYOR GOODMAN**

527 Nope. We've had enough time. Please vote.

528

529 **COUNCILMAN SEROKA**

530 **Including the First Amendment.**

531

532 **VAL STEED**

533 Yeah.

534

535 **COUNCILMAN SEROKA**

536 Including the First Amendment.

537

538 **COUNCILMAN COFFIN**

539 That would be out of order.

540

541 **MAYOR GOODMAN**

542 Please vote. Let's see if it passes. Then you can-

543

544 **VAL STEED**

545 Mayor-

**CITY COUNCIL MEETING OF  
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546 **MAYOR GOODMAN**

547 -come back and make-

548

549 **VAL STEED**

550 Mayor, let's make sure we know what we're voting on. We have a Proposed First Amendment

551 (5-1-18 Update). Is that what your motion is on, Councilman?

552

553 **MAYOR GOODMAN**

554 Correct, that's what I believe he, Councilman said. Yes.

555

556 **COUNCILMAN CREAR**

557 What is that that we voted on, the First Amendment?

558

559 **MAYOR GOODMAN**

560 Yes.

561

562 **COUNCILMAN CREAR**

563 We're voting on the ordinance, 66?

564

565 **COUNCILMAN CREAR**

566 Okay. I'm just-

567

568 **COUNCILWOMAN TARKANIAN**

569 The First Amendment, as I understand, is where we only have one meeting required-

570

571 **MAYOR GOODMAN**

572 And a recordation.

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573 **COUNCILWOMAN TARKANIAN**

574 -and a recordation, which could be one or two lines, unless you want to be lengthy.

575

576 **MAYOR GOODMAN**

577 And before Planning, it goes anywhere. I mean, that's where it is. Okay. Please vote. And please

578 post. And the motion carries. Thank you very much. **(The motion to Approve as a First**

579 **Amendment passed with Mayor Goodman and Councilwoman Fiore voting No).**

**AGENDA SUMMARY PAGE - PLANNING**  
**CITY COUNCIL MEETING OF: MAY 16, 2018**

**DEPARTMENT: PLANNING**

**DIRECTOR: ROBERT SUMMERFIELD**

☐ Consent ☒ Discussion

**SUBJECT:**

GPA-72220 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC - For possible action on a request for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL) on 132.92 acres on the east side of Hualapai Way, approximately 830 feet north of Charleston Boulevard (APNs 138-31-601-008; and 138-31-702-003 and 004), Ward 2 (Seroka) [PRJ-72218]. The Planning Commission vote resulted in a tie, which is tantamount to a recommendation of DENIAL. Staff recommends APPROVAL.

**PROTESTS RECEIVED BEFORE:**

Planning Commission Mtg.

67

City Council Meeting

165

**APPROVALS RECEIVED BEFORE:**

Planning Commission Mtg.

44

City Council Meeting

26

**RECOMMENDATION:**

The Planning Commission vote resulted in a tie, which is tantamount to a recommendation of DENIAL. Staff recommends APPROVAL.

**BACKUP DOCUMENTATION:**

1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Protest/Support/Concern Letters and Photo - GPA-72220 [PRJ-72218] and Protest/Support Postcards - WVR-72004, SDR-72005 and TMP-72006 [PRJ-71990], WVR-72007, SDR-72008 and TMP-72009 [PRJ-71991], WVR-72010, SDR-72011 and TMP-72012 [PRJ-71992]
7. Backup Submitted from the February 21, 2018 City Council Meeting
8. Verbatim Transcript of Items 122-131
9. Submitted after Final Agenda – Protest Letters by Irwin Malzman and David Kim
10. Submitted at Meeting – Notice of Decision by the State of Nevada State Board of Equalization and Signed Stipulations by the Clark County Assessor's Office for 180 Land Co LLC, Seventy Acres LLC and Fore Stars, Ltd Submitted by Mark Hutchison
11. Backup Submitted at the January 9, 2018 Planning Commission Meeting

Motion made by STEVEN G. SEROKA to Strike Items 74-83

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

CEDRIC CREAM, BOB COFFIN, LOIS TARKANIAN, STAVROS S. ANTHONY, STEVEN G. SEROKA; (Against-MICHELE FIORE, CAROLYN G. GOODMAN); (Abstain-None); (Did Not Vote-None); (Excused-None)

**CITY COUNCIL MEETING OF: MAY 16, 2018**

NOTE: Due to technical difficulties, Councilwoman Fiore orally voted No for Items 74-83. Additionally, the video does not reflect the vote accurately, in that subsequent to the vote, Councilman Crear requested that his vote be reflected in the affirmative.

Minutes:

See Item 71 for related discussion and Items 75-83 for related backup.



**AGENDA SUMMARY PAGE - PLANNING**  
**CITY COUNCIL MEETING OF: MAY 16, 2018**

**DEPARTMENT: PLANNING**

**DIRECTOR: ROBERT SUMMERFIELD**

☐ Consent ☒ Discussion

**SUBJECT:**

WVR-72004 - ABEYANCE ITEM - WAIVER - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Waiver TO ALLOW 40-FOOT PRIVATE STREETS WITH NO SIDEWALKS WHERE 47-FOOT PRIVATE STREETS WITH FIVE-FOOT SIDEWALKS ON BOTH SIDES ARE REQUIRED WITHIN A PROPOSED GATED RESIDENTIAL DEVELOPMENT on a portion of 71.91 acres on the north side of Verlaine Court, east of Regents Park Road (APN 138-31-601-008; 138-32-202-001; 138-32-210-008; and 138-32-301-007), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71990]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

**PROTESTS RECEIVED BEFORE:**

Planning Commission Mtg.

111

City Council Meeting

143

**APPROVALS RECEIVED BEFORE:**

Planning Commission Mtg.

34

City Council Meeting

34

**RECOMMENDATION:**

The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**

1. Location and Aerial Maps - WVR-72004 and SDR-72005 [PRJ-71990]
2. Conditions and Staff Report - WVR-72004, SDR-72005 and TMP-72006 [PRJ-71990]
3. Supporting Documentation - WVR-72004, SDR-72005 and TMP-72006 [PRJ-71990]
4. Photo(s) - WVR-72004, SDR-72005 and TMP-72006 [PRJ-71990]
5. Justification Letter - WVR-72004, SDR-72005 and TMP-72006 [PRJ-71990]
6. Proposed Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for The 180 - WVR-72004, SDR-72005 and TMP-72006 [PRJ-71990]
7. Protest/Support Postcards and Support Letter - WVR-72004 and SDR-72005 [PRJ-71990]
8. Submitted after Final Agenda – Protest Letters by Irwin Malzman and David Kim for WVR-72004, SDR-72005 and TMP-72006 [PRJ-71990]
9. Submitted at Meeting – Notice of Decision by the State of Nevada State Board of Equalization and Signed Stipulations by the Clark County Assessor's Office for 180 Land Co LLC, Seventy Acres LLC and Fore Stars, Ltd Submitted by Mark Hutchison for WVR-72004, SDR-72005 and TMP-72006 [PRJ-71990]
10. Backup Submitted at the January 9, 2018 Planning Commission Meeting

**CITY COUNCIL MEETING OF: MAY 16, 2018**

Motion made by STEVEN G. SEROKA to Strike Items 74-83

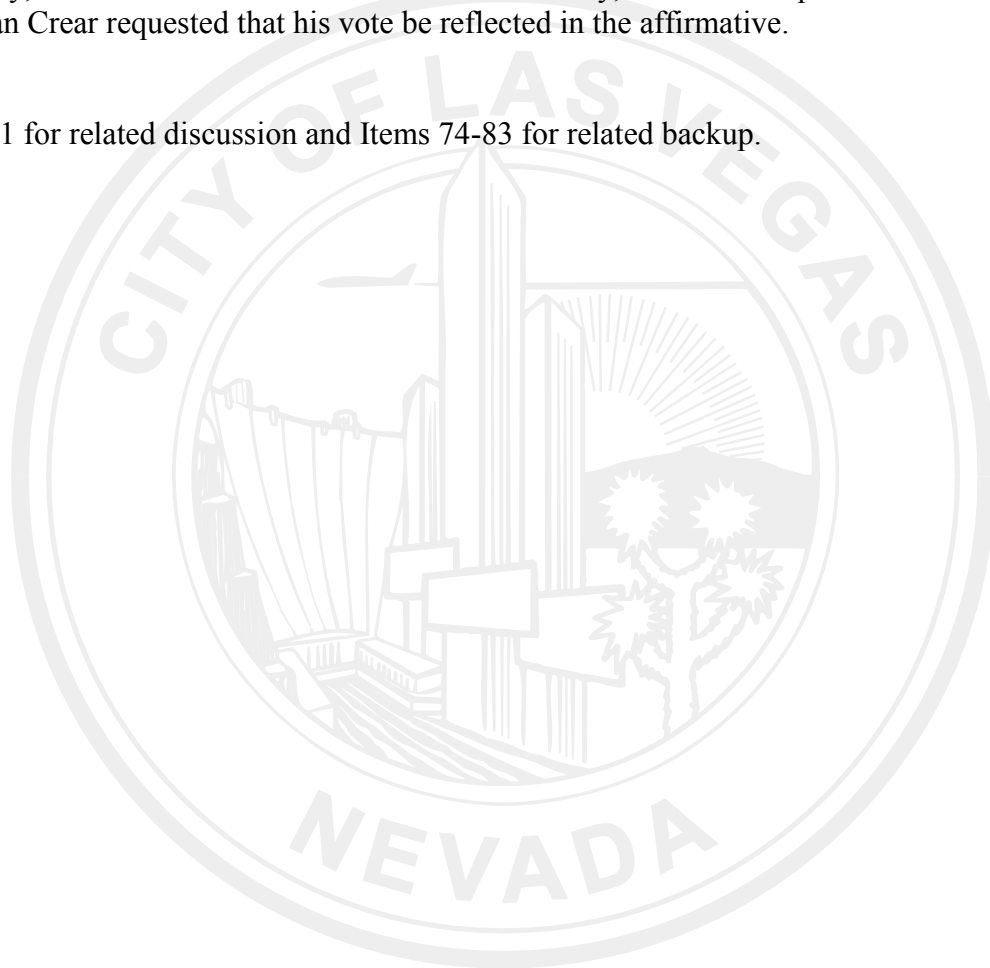
Passed For: 5; Against: 2; Abstain: 0; Did Not Vote: 0; Excused: 0

CEDRIC CREAM, BOB COFFIN, LOIS TARKANIAN, STAVROS S. ANTHONY, STEVEN G. SEROKA; (Against-MICHELE FIORE, CAROLYN G. GOODMAN); (Abstain-None); (Did Not Vote-None); (Excused-None)

NOTE: Due to technical difficulties, Councilwoman Fiore orally voted No for Items 74-83. Additionally, the video does not reflect the vote accurately, in that subsequent to the vote, Councilman Cream requested that his vote be reflected in the affirmative.

Minutes:

See Item 71 for related discussion and Items 74-83 for related backup.



**AGENDA SUMMARY PAGE - PLANNING**  
**CITY COUNCIL MEETING OF: MAY 16, 2018**

**DEPARTMENT: PLANNING**

**DIRECTOR: ROBERT SUMMERFIELD**

☐ Consent ☒ Discussion

**SUBJECT:**

SDR-72005 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO WVR-72004 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 75-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on a portion of 71.91 acres on the north side of Verlaine Court, east of Regents Park Road (APNs 138-31-601-008; 138-32-202-001; 138-32-210-008; and 138-32-301-007), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71990]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

**PROTESTS RECEIVED BEFORE:**

Planning Commission Mtg.

110

City Council Meeting

143

**APPROVALS RECEIVED BEFORE:**

Planning Commission Mtg.

34

City Council Meeting

34

**RECOMMENDATION:**

The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**

1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted at the January 9, 2018 Planning Commission Meeting

Motion made by STEVEN G. SEROKA to Strike Items 74-83

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

CEDRIC CREAMER, BOB COFFIN, LOIS TARKANIAN, STAVROS S. ANTHONY, STEVEN G. SEROKA; (Against-None); (Abstain-MICHELE FIORE, CAROLYN G. GOODMAN); (Did Not Vote-None); (Excused-None)

NOTE: Due to technical difficulties, Councilwoman Fiore orally voted No for Items 74-83. Additionally, the video does not reflect the vote accurately, in that subsequent to the vote, Councilman Creamer requested that his vote be reflected in the affirmative.

Minutes:

See Item 71 for related discussion and Items 74-83 for related backup.



**AGENDA SUMMARY PAGE - PLANNING**  
**CITY COUNCIL MEETING OF: MAY 16, 2018**

**DEPARTMENT: PLANNING****DIRECTOR: ROBERT SUMMERFIELD**☐ Consent ☒ Discussion**SUBJECT:**

TMP-72006 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO WVR-72004 AND SDR-72005 - PARCEL 2 @ THE 180 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC - For possible action on a request for a Tentative Map FOR A 75-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 22.19 acres on the north side of Verlaine Court, east of Regents Park Road (APN 138-31-601-008), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-71990]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

**PROTESTS RECEIVED BEFORE:**

Planning Commission Mtg.

113

City Council Meeting

153

**APPROVALS RECEIVED BEFORE:**

Planning Commission Mtg.

33

City Council Meeting

34

**RECOMMENDATION:**

The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**

1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Clark County School District - School Development Tracking Form
5. Protest/Support Postcards and Support Letter
6. Backup Submitted at the January 9, 2018 Planning Commission Meeting

Motion made by STEVEN G. SEROKA to Strike Items 74-83

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

CEDRIC CREAR, BOB COFFIN, LOIS TARKANIAN, STAVROS S. ANTHONY, STEVEN G. SEROKA; (Against-MICHELE FIORE, CAROLYN G. GOODMAN); (Abstain-None); (Did Not Vote-None); (Excused-None)

NOTE: Due to technical difficulties, Councilwoman Fiore orally voted No for Items 74-83. Additionally, the video does not reflect the vote accurately, in that subsequent to the vote, Councilman Crear requested that his vote be reflected in the affirmative.

Minutes:

See Item 71 for related discussion and Items 74-83 for related backup.

**AGENDA SUMMARY PAGE - PLANNING**  
**CITY COUNCIL MEETING OF: MAY 16, 2018**

**DEPARTMENT: PLANNING**

**DIRECTOR: ROBERT SUMMERFIELD**

☐ Consent ☒ Discussion

**SUBJECT:**

WVR-72007 - ABEYANCE ITEM - WAIVER - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Waiver TO ALLOW 40-FOOT PRIVATE STREETS WITH NO SIDEWALKS WHERE 47-FOOT PRIVATE STREETS WITH FIVE-FOOT SIDEWALKS ON BOTH SIDES ARE REQUIRED on a portion of 126.65 acres on the east side of Hualapai Way, approximately 830 feet north of Charleston Boulevard (APN 138-31-702-003; 138-32-202-001; 138-32-210-008; and 138-32-301-007), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71991]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

**PROTESTS RECEIVED BEFORE:**

Planning Commission Mtg.	118
City Council Meeting	162

**APPROVALS RECEIVED BEFORE:**

Planning Commission Mtg.	42
City Council Meeting	31

**RECOMMENDATION:**

The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**

1. Location and Aerial Maps - WVR-72007 and SDR-72008 [PRJ-71991]
2. Conditions and Staff Report - WVR-72007, SDR-72008 and TMP-72009 [PRJ-71991]
3. Supporting Documentation - WVR-72007, SDR-72008 and TMP-72009 [PRJ-71991]
4. Photo(s) - WVR-72007, SDR-72008 and TMP-72009 [PRJ-71991]
5. Justification Letter - WVR-72007, SDR-72008 and TMP-72009 [PRJ-71991]
6. Protest/Support Postcards and Support Letter - WVR-72007 and SDR-72008 [PRJ-71991]
7. Submitted after Final Agenda – Protest Letters by Irwin Malzman and David Kim for WVR-72007, SDR-72008 and TMP-72009 [PRJ-71991]
8. Submitted at Meeting – Notice of Decision by the State of Nevada State Board of Equalization and Signed Stipulations by the Clark County Assessor's Office for 180 Land Co LLC, Seventy Acres LLC and Fore Stars, Ltd Submitted by Mark Hutchison for WVR-72007, SDR-72008 and TMP-72009 [PRJ-71991]
9. Backup Submitted at the January 9, 2018 Planning Commission Meeting

Motion made by STEVEN G. SEROKA to Strike Items 74-83

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

CEDRIC CREAM, BOB COFFIN, LOIS TARKANIAN, STAVROS S. ANTHONY, STEVEN G. SEROKA; (Against-MICHELE FIORE, CAROLYN G. GOODMAN); (Abstain-None); (Did Not Vote-None); (Excused-None)

**CITY COUNCIL MEETING OF: MAY 16, 2018**

NOTE: Due to technical difficulties, Councilwoman Fiore orally voted No for Items 74-83. Additionally, the video does not reflect the vote accurately, in that subsequent to the vote, Councilman Crear requested that his vote be reflected in the affirmative.

Minutes:

See Item 71 for related discussion and Items 74-83 for related backup.



**AGENDA SUMMARY PAGE - PLANNING**  
**CITY COUNCIL MEETING OF: MAY 16, 2018****DEPARTMENT: PLANNING****DIRECTOR: ROBERT SUMMERFIELD**☐ Consent ☒ Discussion**SUBJECT:**

SDR-72008 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO WVR-72007 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 106-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on a portion of 126.65 acres on the east side of Hualapai Way, approximately 830 feet north of Charleston Boulevard (APNs 138-31-702-003; 138-32-202-001; 138-32-210-008; and 138-32-301-007), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71991]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

**PROTESTS RECEIVED BEFORE:**

Planning Commission Mtg.

117

City Council Meeting

162

**APPROVALS RECEIVED BEFORE:**

Planning Commission Mtg.

42

City Council Meeting

31

**RECOMMENDATION:**

The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**

1. Consolidated Backup
2. Supporting Documentation
3. Concern Comment

Motion made by STEVEN G. SEROKA to Strike Items 74-83

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

CEDRIC CREAR, BOB COFFIN, LOIS TARKANIAN, STAVROS S. ANTHONY, STEVEN G. SEROKA; (Against-MICHELE FIORE, CAROLYN G. GOODMAN); (Abstain-None); (Did Not Vote-None); (Excused-None)

NOTE: Due to technical difficulties, Councilwoman Fiore orally voted No for Items 74-83. Additionally, the video does not reflect the vote accurately, in that subsequent to the vote, Councilman Crear requested that his vote be reflected in the affirmative.

Minutes:

See Item 71 for related discussion and Items 74-83 for related backup.

**AGENDA SUMMARY PAGE - PLANNING**  
**CITY COUNCIL MEETING OF: MAY 16, 2018**

**DEPARTMENT: PLANNING**

**DIRECTOR: ROBERT SUMMERFIELD**

☐ Consent ☒ Discussion

**SUBJECT:**

TMP-72009 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO WVR-72007 AND SDR-72008 - PARCEL 3 @ THE 180 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC - For possible action on a request for a Tentative Map FOR A 106-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 76.93 acres on the east side of Hualapai Way, approximately 830 feet north of Charleston Boulevard (APN 138-31-702-003), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Seroka) [PRJ-71991]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

**PROTESTS RECEIVED BEFORE:**

Planning Commission Mtg.

117

City Council Meeting

156

**APPROVALS RECEIVED BEFORE:**

Planning Commission Mtg.

33

City Council Meeting

29

**RECOMMENDATION:**

The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**

1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Clark County School District - School Development Tracking Form
5. Protest/Support Postcards and Support Letter
6. Backup Submitted at the January 9, 2018 Planning Commission Meeting

Motion made by STEVEN G. SEROKA to Strike Items 74-83

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

CEDRIC CREAR, BOB COFFIN, LOIS TARKANIAN, STAVROS S. ANTHONY, STEVEN G. SEROKA; (Against-MICHELE FIORE, CAROLYN G. GOODMAN); (Abstain-None); (Did Not Vote-None); (Excused-None)

NOTE: Due to technical difficulties, Councilwoman Fiore orally voted No for Items 74-83. Additionally, the video does not reflect the vote accurately, in that subsequent to the vote, Councilman Crear requested that his vote be reflected in the affirmative.

Minutes:

See Item 71 for related discussion and Items 74-83 for related backup.

**AGENDA SUMMARY PAGE - PLANNING**  
**CITY COUNCIL MEETING OF: MAY 16, 2018**

**DEPARTMENT: PLANNING**

**DIRECTOR: ROBERT SUMMERFIELD**

☐ Consent ☒ Discussion

**SUBJECT:**

WVR-72010 - ABEYANCE ITEM - WAIVER - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Waiver TO ALLOW 40-FOOT PRIVATE STREETS WITH NO SIDEWALKS WHERE 47-FOOT PRIVATE STREETS WITH FIVE-FOOT SIDEWALKS ON BOTH SIDES ARE REQUIRED WITHIN A PROPOSED GATED RESIDENTIAL DEVELOPMENT on a portion of 83.52 acres on the east side of Palace Court, approximately 330 feet north of Charleston Boulevard (APN 138-31-702-004; 138-32-202-001; 138-32-210-008; and 138-32-301-007), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71992]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

**PROTESTS RECEIVED BEFORE:**

Planning Commission Mtg.

113

City Council Meeting

157

**APPROVALS RECEIVED BEFORE:**

Planning Commission Mtg.

33

City Council Meeting

28

**RECOMMENDATION:**

The Planning Commission (4-2-1 vote) Staff recommend APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**

1. Location and Aerial Maps - WVR-72010 and SDR-72011 [PRJ-71992]
2. Conditions and Staff Report - WVR-72010, SDR-72011 and TMP-72012 [PRJ-71992]
3. Supporting Documentation - WVR-72010, SDR-72011 and TMP-72012 [PRJ-71992]
4. Photo(s) - WVR-72010, SDR-72011 and TMP-72012 [PRJ-71992]
5. Justification Letter - WVR-72010, SDR-72011 and TMP-72012 [PRJ-71992]
6. Protest/Support Postcards and Support Letter - WVR-72010 and SDR-72011 [PRJ-71992]
7. Submitted after Final Agenda – Protest Letters by Irwin Malzman and David Kim for WVR-72010, SDR-72011 and TMP-72012 (PRJ-71992]
8. Submitted at Meeting – Notice of Decision by the State of Nevada State Board of Equalization and Signed Stipulations by the Clark County Assessor's Office for 180 Land Co LLC, Seventy Acres LLC and Fore Stars, Ltd Submitted by Mark Hutchison for WVR-72010, SDR-72011 and TMP-72012 [PRJ-72542]
9. Backup Submitted at the January 9, 2018 Planning Commission Meeting

Motion made by STEVEN G. SEROKA to Strike Items 74-83

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

CEDRIC CREAMER, BOB COFFIN, LOIS TARKANIAN, STAVROS S. ANTHONY, STEVEN G. SEROKA; (Against-MICHELE FIORE, CAROLYN G. GOODMAN); (Abstain-None); (Did Not Vote-None); (Excused-None)

**CITY COUNCIL MEETING OF: MAY 16, 2018**

NOTE: Due to technical difficulties, Councilwoman Fiore orally voted No for Items 74-83. Additionally, the video does not reflect the vote accurately, in that subsequent to the vote, Councilman Crear requested that his vote be reflected in the affirmative.

Minutes:

See Item 71 for related discussion and Items 74-83 for related backup.



**AGENDA SUMMARY PAGE - PLANNING**  
**CITY COUNCIL MEETING OF: MAY 16, 2018**

**DEPARTMENT: PLANNING**

**DIRECTOR: ROBERT SUMMERFIELD**

☐ Consent ☒ Discussion

**SUBJECT:**

SDR-72011 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO WVR-72010 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 53-LOT SINGLE FAMILY RESIDENTIAL DEVELOPMENT on a portion of 83.52 acres on the east side of Palace Court, approximately 330 feet north of Charleston Boulevard (APNs 138-31-702-004; 138-32-202-001; 138-32-210-008; and 138-32-301-007), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71992]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

**PROTESTS RECEIVED BEFORE:**

Planning Commission Mtg.

112

City Council Meeting

157

**APPROVALS RECEIVED BEFORE:**

Planning Commission Mtg.

33

City Council Meeting

28

**RECOMMENDATION:**

The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**

1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted at the January 9, 2018 Planning Commission Meeting

Motion made by STEVEN G. SEROKA to Strike Items 74-83

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

CEDRIC CREAR, BOB COFFIN, LOIS TARKANIAN, STAVROS S. ANTHONY, STEVEN G. SEROKA; (Against-MICHELE FIORE, CAROLYN G. GOODMAN); (Abstain-None); (Did Not Vote-None); (Excused-None)

NOTE: Due to technical difficulties, Councilwoman Fiore orally voted No for Items 74-83. Additionally, the video does not reflect the vote accurately, in that subsequent to the vote, Councilman Crear requested that his vote be reflected in the affirmative.

Minutes:

See Item 71 for related discussion and Items 74-83 for related backup.



**AGENDA SUMMARY PAGE - PLANNING**  
**CITY COUNCIL MEETING OF: MAY 16, 2018**

**DEPARTMENT: PLANNING****DIRECTOR: ROBERT SUMMERFIELD**☐ Consent ☒ Discussion**SUBJECT:**

TMP-72012 - ABEYANCE ITEM - TENTATIVE MAP RELATED TO WVR-72010 AND SDR-72011 - PARCEL 4 @ THE 180 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC - For possible action on a request for a Tentative Map FOR A 53-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 33.80 acres on the east side of Palace Court, approximately 330 feet north of Charleston Boulevard (APN 138-31-702-004), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka) [PRJ-71992]. The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL.

**PROTESTS RECEIVED BEFORE:**

Planning Commission Mtg.

111

City Council Meeting

157

**APPROVALS RECEIVED BEFORE:**

Planning Commission Mtg.

44

City Council Meeting

33

**RECOMMENDATION:**

The Planning Commission (4-2-1 vote) and Staff recommend APPROVAL, subject to conditions:

**BACKUP DOCUMENTATION:**

1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Clark County School District - School Development Tracking Form
5. Protest/Support Postcards and Support Letter
6. Backup Submitted at the January 9, 2018 Planning Commission Meeting

Motion made by STEVEN G. SEROKA to Strike Items 74-83

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

CEDRIC CREAR, BOB COFFIN, LOIS TARKANIAN, STAVROS S. ANTHONY, STEVEN G. SEROKA; (Against-MICHELE FIORE, CAROLYN G. GOODMAN); (Abstain-None); (Did Not Vote-None); (Excused-None)

NOTE: Due to technical difficulties, Councilwoman Fiore orally voted No for Items 74-83. Additionally, the video does not reflect the vote accurately, in that subsequent to the vote, Councilman Crear requested that his vote be reflected in the affirmative.

Minutes:

See Item 71 for related discussion and Items 74-83 for related backup.

**To:** Terry Murphy [REDACTED]  
**From:** Bob Coffin  
**Sent:** Thur 4/6/2017 11:59:10 PM  
**Subject:** Re: FW: Fwd:

Just got word from city attorney office that someone has asked for letters from certain people in queensridge on badlands issue. The names are not familiar as they seem like ordinary objectors. Will share when I get it today or Friday

----- Original message -----

**From:** Terry Murphy [REDACTED]  
**Date:** 4/6/17 4:39 PM (GMT-08:00)  
**To:** Bob Coffin <[lvCouncilman@hotmail.com](mailto:lvCouncilman@hotmail.com)>  
**Subject:** Re: FW: Fwd:

I will see what I can find....

Terry Murphy  
[www.strategicsolutionsnv.com](http://www.strategicsolutionsnv.com)  
Honorary Consul of Ireland for Nevada

On Apr 6, 2017, at 4:12 PM, Bob Coffin <[lvCouncilman@hotmail.com](mailto:lvCouncilman@hotmail.com)> wrote:

It does not mention me by name but there will be other messages which tie a link.

----- Original message -----

**From:** Terry Murphy [REDACTED]  
**Date:** 4/6/17 4:10 PM (GMT-08:00)  
**To:** Susan Finucan <[sfinucan@LasVegasNevada.GOV](mailto:sfinucan@LasVegasNevada.GOV)>  
**Cc:** "Bob Coffin ([lvCouncilman@hotmail.com](mailto:lvCouncilman@hotmail.com))" <[lvCouncilman@hotmail.com](mailto:lvCouncilman@hotmail.com)>  
**Subject:** Re: FW: Fwd:

Thanks,

Got it.

Terry Murphy  
[www.strategicsolutionsnv.com](http://www.strategicsolutionsnv.com)  
Honorary Consul of Ireland for Nevada

On Apr 6, 2017, at 4:04 PM, Susan Finucan <[sfinucan@LasVegasNevada.GOV](mailto:sfinucan@LasVegasNevada.GOV)> wrote:

Terry,

This is from Councilman Coffin, please contact him directly should you need to.

Susan

---

**From:** Bob Coffin [<mailto:lvCouncilman@hotmail.com>]  
**Sent:** Thursday, April 06, 2017 4:02 PM  
**To:** Susan Finucan  
**Subject:** Fwd: Fwd:

Forward this to terry murphy. I can't find her email

----- Original message -----

From: "Schreck, Frank A." <[FSchreck@BHFS.com](mailto:FSchreck@BHFS.com)>

Date: 4/4/17 8:33 PM (GMT-08:00)

To: Bob Coffin <[lvCouncilman@hotmail.com](mailto:lvCouncilman@hotmail.com)>

Subject: Re: Fwd:

It was an allegation against Roush and Suroka

Sent from my iPhone

> On Apr 4, 2017, at 5:48 PM, Bob Coffin <[lvCouncilman@hotmail.com](mailto:lvCouncilman@hotmail.com)> wrote:

>

> Frank, I can't open the email naming wjo is biased. Is it a printed or video attachment? Does it mention me? I sent Jack the letter I got from Jewish Federation.

>

> Bob Coffin

>

>

> ----- Original message -----

> From: "Schreck, Frank A." <[FSchreck@BHFS.com](mailto:FSchreck@BHFS.com)>

> Date: 4/4/17 1:55 PM (GMT-08:00)

> To: "'[lvCouncilman@hotmail.com](mailto:lvCouncilman@hotmail.com)'" <[lvCouncilman@hotmail.com](mailto:lvCouncilman@hotmail.com)>

> Subject: FW: Fwd:

>

>

>

> Frank A. Schreck

> Brownstein Hyatt Farber Schreck, LLP

> 100 North City Parkway, Suite 1600

> Las Vegas, NV 89106

> 702.464.7058 tel

> [FSchreck@BHFS.com](mailto:FSchreck@BHFS.com)<<mailto:FSchreck@BHFS.com>>

>

> From: Schreck, Frank A.

> Sent: Tuesday, April 04, 2017 1:53 PM

> To: '[lvCouncilman@hotmail.com](mailto:lvCouncilman@hotmail.com)'

> Subject: FW: Fwd:

>

> Bob

> See below

>

> Frank A. Schreck

> Brownstein Hyatt Farber Schreck, LLP

> 100 North City Parkway, Suite 1600

> Las Vegas, NV 89106

> 702.464.7058 tel

> [FSchreck@BHFS.com](mailto:FSchreck@BHFS.com)<<mailto:FSchreck@BHFS.com>>

>

> From: Schreck, Frank A.

> Sent: Tuesday, April 04, 2017 1:49 PM

> To: '[bcoffin@lasvegasnevada.gov](mailto:bcoffin@lasvegasnevada.gov)'

> Subject: FW: Fwd:

>

> Dear Bob

> See the email stream below and you will see you are not the only person charged by Yohan's spokesmen as being anti-semitic. At least you are not an extortionist like Jack Binion and I

> Frank

> Frank A. Schreck

> Brownstein Hyatt Farber Schreck, LLP

> 100 North City Parkway, Suite 1600

> Las Vegas, NV 89106

> 702.464.7058 tel

> [FSchreck@BHFS.com](mailto:FSchreck@BHFS.com)<<mailto:FSchreck@BHFS.com>>

>

> From: Steve Caria [REDACTED]

> Sent: Monday, April 03, 2017 8:37 PM

> To: Schreck, Frank A.

CLV000107

OMS 1178

LO 00002338

> Subject: Fw: Fwd:

>

> Have you seen this email?

>

>

> Sent from Yahoo Mail for iPhone<[https://urldefense.proofpoint.com/v2/url?u=https-3A\\_yho.com\\_footer0&d=DwMFaQ&c=wT9hcAvWecHwFHlflZE3OA&r=PdKfJinmj-LxkRTZvAyODh-55YnJ1ZiiaM\\_Qj0gV5zM&m=ez8lenhNEh5xMLAmMrTaSR6QYb30ZWMIAwojSN7DXsU&s=GQQpzGQeKBGJS0TMQsIqlQsHWK08x9Zkz7oex8y08Eo&e=>](https://urldefense.proofpoint.com/v2/url?u=https-3A_yho.com_footer0&d=DwMFaQ&c=wT9hcAvWecHwFHlflZE3OA&r=PdKfJinmj-LxkRTZvAyODh-55YnJ1ZiiaM_Qj0gV5zM&m=ez8lenhNEh5xMLAmMrTaSR6QYb30ZWMIAwojSN7DXsU&s=GQQpzGQeKBGJS0TMQsIqlQsHWK08x9Zkz7oex8y08Eo&e=>)

>

> Begin forwarded message:

>

> On Monday, April 3, 2017, 8:05 PM, Gregory Bigler [REDACTED] >> wrote:

>

>

> Sent from my iPhone

>

> Begin forwarded message:

> From: Sally Bigler [REDACTED]

> Date: April 3, 2017 at 8:00:51 PM PDT

> To: [REDACTED]

>

> [cid:image001.jpg@01D2AD4A.271B2040]

>

> [cid:image002.jpg@01D2AD4A.271B2040]

>

> [cid:image003.jpg@01D2AD4A.271B2040]

>

>

>

> Sent from my iPhone

>

>

> STATEMENT OF CONFIDENTIALITY & DISCLAIMER: The information contained in this email message is attorney privileged and confidential, intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copy of this email is strictly prohibited. If you have received this email in error, please notify us immediately by calling (303)-223-1300 and delete the message. Thank you.

> <image001.jpg>

> <image002.jpg>

> <image003.jpg>

<image001.jpg>

<image002.jpg>

<image003.jpg>



**To:** Steven Seroka[stevenseroka@live.com]  
**From:** Bob Coffin  
**Sent:** Sat 1/20/2018 2:14:11 AM  
**Subject:** Re: Badlands. What else?

All ears next week.

----- Original message -----

**From:** Steven Seroka <stevenseroka@live.com>  
**Date:** 1/19/18 6:12 PM (GMT-08:00)  
**To:** Bob Coffin <lvCouncilman@hotmail.com>  
**Subject:** Re: Badlands. What else?

I agree. And need an approach to accomplish the desired outcome. Let's chat soon.

Respectfully,  
Steve

Steven Seroka  
Cell: 702 249-1641  
Email: StevenSeroka@Live.com  
<https://www.facebook.com/Steve-Seroka-1808280539414177/>  
<https://www.twitter.com/SteveSeroka>  
<https://steveseroka.com/>

---

**From:** Bob Coffin <lvCouncilman@hotmail.com>  
**Sent:** Friday, January 19, 2018 6:10 PM  
**To:** stevenseroka@live.com  
**Subject:** Badlands. What else?

Hi. If you have not read the transcript of the Judges decision you need to get it. After you read it you will see why I am scared of any talk of "mediation." This judge cannot see why the residents should give one inch in this battle. Mediation is another word for compromise and they, and we, should hang tough.  
Bob

**To:** Maria Jose Norero[mnorero@LasVegasNevada.GOV]  
**Cc:** Susan Finucan[sfinucan@LasVegasNevada.GOV]; Felipe Ortiz[fortiz@LasVegasNevada.GOV]  
**From:** Bob Coffin  
**Sent:** Mon 5/8/2017 3:26:07 PM  
**Subject:** Re: Anne Smith - resident of Badlands

Yesssssss.

----- Original message -----

**From:** Maria Jose Norero <mnorero@LasVegasNevada.GOV>  
**Date:** 5/8/17 6:04 AM (GMT-08:00)  
**To:** lvcouncilman@hotmail.com  
**Cc:** Susan Finucan <sfinucan@LasVegasNevada.GOV>, Felipe Ortiz <fortiz@LasVegasNevada.GOV>  
**Subject:** Fwd: Anne Smith - resident of Badlands

Councilman, I had a voicemail from Anne Smith asking about scheduling a time she and her neighbor could meet with you about the Badlands agenda item. Below is more information I sent you last week about it.

Can Susan schedule them to come in?

Thank you,

Maria

Sent from my iPhone

Begin forwarded message:

**From:** Bob Coffin <lvcouncilman@hotmail.com>  
**Date:** May 1, 2017 at 8:40:45 PM EDT  
**To:** Maria Jose Norero <mnorero@LasVegasNevada.GOV>  
**Cc:** Susan Finucan <sfinucan@LasVegasNevada.GOV>, Felipe Ortiz <fortiz@LasVegasNevada.GOV>  
**Subject:** Re: Anne Smith - resident of Badlands

Also, do they know I am voting against the whole thing?

----- Original message -----

**From:** Maria Jose Norero <mnorero@LasVegasNevada.GOV>  
**Date:** 5/1/17 5:31 PM (GMT-08:00)  
**To:** Bob Coffin <lvcouncilman@hotmail.com>  
**Cc:** Susan Finucan <sfinucan@LasVegasNevada.GOV>, Felipe Ortiz <fortiz@LasVegasNevada.GOV>  
**Subject:** Anne Smith - resident of Badlands

Councilman,

You received a call from Anne Smith, resident of Badlands development. She and a small group of neighbors would like to speak with you about some concerns they have that they feel have been lost in the presentations in front of Council. They will be impacted in very specific ways by the development and they would like to share their concerns with you before May 17<sup>th</sup> City Council. I asked more specifics, but all she said is that the impact on their homes will be much greater and they have not had an opportunity to voice their specific concerns with the new development.

Her phone number is [REDACTED]

Would you like for them to come meet with you?

Thank you,

CLV000183

OMS 1181

LO 00002341

**To:** Bob Coffin[lvcouncilman@hotmail.com]  
**From:** Gordon Culp  
**Sent:** Mon 5/14/2018 7:25:36 PM  
**Subject:** RE: Your letter.

We've heard the same rumor but have no information.

---

**From:** Bob Coffin <lvcouncilman@hotmail.com>  
**Sent:** Monday, May 14, 2018 11:35 AM  
**To:** Gordon Culp <gordon@smithculp.com>  
**Subject:** Re: Your letter.

There is a lot of buzz about Sheldon Adelson's possible investment in this. Does anyone know about that?

----- Original message -----

**From:** Gordon Culp <gordon@smithculp.com>  
**Date:** 5/14/18 11:28 AM (GMT-08:00)  
**To:** Bob Coffin <lvcouncilman@hotmail.com>  
**Subject:** RE: Your letter.

FYI, we and many of our neighbors who have been critical of the development plans from Yohan have received letters from Jimmerson demanding that we preserve all emails, letter, notes, other documents related to Badlands. So he apparently anticipates going after personal materials as well. I don't think he has any legal basis for such a demand since we are not a party to any legal action – at least not yet. Yohan personally threatened me while I was out walking my dog a few weeks ago by yelling from his passing car that he "would see me in court and he was going to get me." So, he may be planning on some kind of legal action against the residents who have been critical of his plans.

Thank you for your quick response.

Gordon

---

**From:** Bob Coffin <lvcouncilman@hotmail.com>  
**Sent:** Monday, May 14, 2018 10:12 AM  
**To:** Gordon Culp <gordon@smithculp.com>  
**Subject:** Your letter.

Understood. Right now I am fighting two fronts not even on the agenda. Yohan is suing me in Federal Court claiming I cannot vote because of anti-Semitism!

Also, his team has filed an official request for all txt msg, email, anything at all on my personal phone and computer under an erroneous supreme court opinion which just came down on Lyon Cty commissioners. Court might have been right on them but literal interp in our case is personally devastating because I take pride in confidentiality to anyone who writes me for their own privacy and safety.

So, everything is subject to being turned over so, for example, your letter to the cjty email is now public and this response might become public (to Yohan).

I am considering only using the phone but awaiting clarity from court.

Please pass word to all your neighbors. In any event tell them to NOT use the city email address but call or write to our personal addresses. For now.

Bob

And, of course, I agree with you.

CLV001116

OMS 1182

LO 00002342



**To:** Gordon Culp[gordon@smithculp.com]  
**From:** Bob Coffin  
**Sent:** Mon 5/14/2018 6:36:35 PM  
**Subject:** Re: Your letter.

Also, please pass the word for everyone to not use B...l.nds in title or text of comms. That is how search works.

----- Original message -----

**From:** Gordon Culp <gordon@smithculp.com>  
**Date:** 5/14/18 11:28 AM (GMT-08:00)  
**To:** Bob Coffin <lvCouncilman@hotmail.com>  
**Subject:** RE: Your letter.

FYI, we and many of our neighbors who have been critical of the development plans from Yohan have received letters from Jimmerson demanding that we preserve all emails, letter, notes, other documents related to Badlands. So he apparently anticipates going after personal materials as well. I don't think he has any legal basis for such a demand since we are not a party to any legal action – at least not yet. Yohan personally threatened me while I was out walking my dog a few weeks ago by yelling from his passing car that he “would see me in court and he was going to get me.” So, he may be planning on some kind of legal action against the residents who have been critical of his plans.

Thank you for your quick response.

Gordon

---

**From:** Bob Coffin <lvCouncilman@hotmail.com>  
**Sent:** Monday, May 14, 2018 10:12 AM  
**To:** Gordon Culp <gordon@smithculp.com>  
**Subject:** Your letter.

Understood. Right now I am fighting two fronts not even on the agenda. Yohan is suing me in Federal Court claiming I cannot vote because of anti-Semitism!

Also, his team has filed an official request for all txt msg, email, anything at all on my personal phone and computer under an erroneous supreme court opinion which just came down on Lyon Cty commissioners. Court might have been right on them but literal interp in our case is personally devastating because I take pride in confidentiality to anyone who writes me for their own privacy and safety.

So, everything is subject to being turned over so, for example, your letter to the cjty email is now public and this response might become public (to Yohan).

I am considering only using the phone but awaiting clarity from court.

Please pass word to all your neighbors. In any event tell them to NOT use the city email address but call or write to our personal addresses. For now.

Bob

And, of course, I agree with you.

PS. Same crap applies to Steve as he is also being individually sued if Fed Court and also his personal stuff being sought.

This is no secret so let all your neighbors know.

CLV001233

OMS 1183

LO 00002343



**To:** lvcouncilman@hotmail.com[lvcouncilman@hotmail.com]; [REDACTED]  
**From:** [REDACTED]  
**Sent:** Thur 6/22/2017 4:41:38 PM  
**Subject:** Last night meeting Badlands

First off all thank you for your support in attempting to develop the deal best for all.

Two comments:

- I think your third way is the only quick solution. Phase one & two-negotiate three's current mode. Sell off the balance to be a golf course with water rights(key). Keeps the bulk of Queensridge green.

- You closing comment that the city attorney is getting compromised being further into the role as negotiator. A councilman needs to step in. If council has to go to court very awkward. He would have to recuse himself.

Thanks for listing.

Rick Kost  
[REDACTED]

**CITY COUNCIL MEETING OF  
JANUARY 3, 2018  
VERBATIM TRANSCRIPT – ITEM 78**

**Item 78 - DIR-72290 - PUBLIC HEARING - For possible action on an Appeal of Director's decision to not require applications for a General Plan Amendment and Major Modification in conjunction with applications related to three Planning Projects (PRJ-71990, PRJ-71991, and PRJ-71992) generally located on 282.08 acres at the southwest corner of Alta Drive and Rampart Boulevard (APNs 138-31-601-008; 138-31-702-003; 138-31-702-004; 138-32-202-001; 138-32-210-008; and 138-32-301-007), R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned Development) Zones, Ward 2 (Seroka). Staff recommends DENIAL.**

**Appearance List:**

CAROLYN G. GOODMAN, Mayor

FRANK SCHRECK, Appellant, 9824 Winter Palace Drive

BRAD JERBIC, City Attorney

TODD BICE, Legal Counsel for Frank Schreck, 400 South 7<sup>th</sup> Street

LOIS TARKANIAN, Mayor Pro Tem/Councilwoman

LUANN D. HOLMES, City Clerk

RICKI Y. BARLOW, Councilman

STAVROS S. ANTHONY, Councilman

DOUG RANKIN

PETER LOWENSTEIN, Acting Planning Director

STEVEN G. SEROKA, Councilman

TOM PERRIGO, Executive Director of Community Development

MICHAEL BUCKLEY, 300 South 4th Street

NGAI PINDELL, Boyd School of Law, University of Nevada, Las Vegas

BOB COFFIN, Councilman

UNIDENTIFIED FEMALE

MICHELE FIORE, Councilwoman

YOHAN LOWIE, 215 South Fort Apache Road

CHRIS KAEMPFER, representing EHB Companies

ELIZABETH GHANEM HAM, 1215 South Forst Apache, Four Stars and 180 Land,  
representing the Applicant

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32   STEPHANIE ALLEN, representing EHB Companies  
33   BOB PECCOLE, Attorney, 4997 Verlaine, Queensridge Resident  
34   GEORGE GARCIA, 1055 Whitney Ranch Drive, Suite 210  
35  
36   (3 hours, 23 minutes, 48 seconds) [5:57:50 – 8:34:02]  
37  
38   Typed by: Speechpad.com  
39   Proofed by: Ashley Foster

**CITY COUNCIL MEETING OF  
JANUARY 3, 2018  
VERBATIM TRANSCRIPT – ITEM 78**

40   **MAYOR GOODMAN**

41   This is Agenda Item 78, DIR-72290, a public hearing for possible action on Appeal of Director's  
42   decision to not require applications for a General Plan Amendment and Major Modifications in  
43   conjunction with applications related to three Planning Projects (PRJ-71990, PRJ-71991, and  
44   PRJ-71992) generally located on 282.08 acres southwest corner of Alta Drive and Rampart  
45   Boulevard, R-PD7 (Residential Planned Development - 7 Units per Acre) and PD (Planned  
46   Development) Zones. This is Ward 2 with Councilman Seroka. Staff recommends denial.  
47   This is a public hearing, which I declare open. Is the applicant or representatives — oh my, are  
48   you okay?

49

50   **FRANK SCHRECK**

51   I'm getting okay.

52

53   **MAYOR GOODMAN**

54   Well, there's a lot of stuff going around.

55

56   **FRANK SCHRECK**

57   Yeah, Madam Mayor, members of the City Council, Frank Schreck, 9824 Winter Palace Drive. I  
58   am the aggrieved appellant in this. I'm sure some of you are somewhat happy that they finally  
59   learned how to muzzle me. So I'm not going to say a lot, but basically —

60

61   **MAYOR GOODMAN**

62   Only your wife would say that.

63

64   **FRANK SCHRECK**

65   Yeah. Basically what, you know, we're here to do is to discuss some legal issues with you, and I  
66   hope that you — we've taken a lot of time over this holiday season to prepare a very concise  
67   presentation on several major issues that are somewhat critical to your evaluation of this whole  
68   project.

69   My appeal for the lack of requiring a General Plan Amendment, it seems like the City's position  
70   is predicated upon the fact that somehow, in 1990, the City Council, to quote the City Attorney

**CITY COUNCIL MEETING OF  
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71 Jerbic, hard-zoned the golf course R-PD7 residential in 1990, and therefore, because it was hard-  
72 zoned in 1990, the PR-OS that was approved by the City, in 1992, somehow is inconsistent with  
73 that zoning, and therefore, the zoning trumps the General Plan. That's the basic argument.

74 So, what I'd like to do, I'm going to ask Todd Bice to come up and discuss what an R-PD is and  
75 what the numerical designation in an R-PD, in our case, it's seven. In Canyon Gate, the  
76 developer used four. In Painted Desert, it's nine. I think in Councilwoman Fiore's, it's three. So  
77 it's the developer that picked those numbers. That's the numerical designation they use. And then  
78 after him, we'll have Professor Pindell, who will discuss how the City approved the Peccole  
79 Ranch Master Plan under an R-PD7 district.

80 And after that, then Mr. Michael Buckley will discuss specifically the requirements for a GPA  
81 and the requirements for a major modification. Then we would like to reserve, because we don't  
82 know what other issues may be raised, we're prepared to address some other issues that we heard  
83 were floating around there, but they're not necessarily part of the Staff's Report.

84 So, if we could, I'd like to start with Mr. Todd Bice.

85  
86 **MAYOR GOODMAN**

87 Okay. Did our — all right, you're over there. So to proceed in this process without information  
88 that I'd asked you about, this is okay this way?

89  
90 **CITY ATTORNEY BRAD JERBIC**

91 Absolutely. It's whatever you want to call it. The Staff can give you a report as to what their  
92 original finding was and then report of the appeal. Or you could proceed with Mr. Bice and  
93 Mr. Schreck, however you want to proceed, Your Honor.

94  
95 **MAYOR GOODMAN**

96 Okay. No, I think we can go ahead with the process. I just, I think when we left everything off, I  
97 had in my mind that there were certain requests. The Council made a vote, and then there was  
98 requests made of our staff. And so, having not heard back from our staff on issues that had been  
99 requested, that was where I was going to go ahead. But you're certainly welcome to go before  
100 that because, as I understand it, you're in front of Planning in a week or two weeks.

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101 **FRANK SCHRECK**

102 Yes, on a different item.

103

104 **MAYOR GOODMAN**

105 Okay. All right. So proceed on.

106

107 **FRANK SCHRECK**

108 So I'd like to introduce Chip Thompson. He's going to be our Vanna White today, and he's going  
109 to be turning the . . . so we can save some time.

110

111 **MAYOR GOODMAN**

112 Turn the letters. Go ahead.

113

114 **FRANK SCHRECK**

115 Madam Mayor, can we give each of you a copy of . . .

116

117 **TODD BICE**

118 We'll hand out copies of what we're going to . . .

119

120 **MAYOR GOODMAN**

121 You can give them right here to the Clerk, and they'll get them out. Thank you.

122

123 **TODD BICE**

124 Thank you, Madam Mayor, Council members. Todd Bice, 400 South 7th Street, Las Vegas. I'm  
125 counsel for Mr. Schreck or one of Mr. Schreck's attorneys. As Mr. Schreck had indicated, what  
126 you have before you today is actually an appeal from the Planning Director's decision,  
127 administrative decision, his determination that the applicant, a land use applicant is not required  
128 to submit a major modification to the Master Plan for Peccole Ranch, as well as his  
129 determination that a general plan amendment is not required under the City's own code relative  
130 to a land use development.

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131 And we obviously disagree with that. We are challenging the bases for the Planning Director's  
132 determination. As part of that, Mr. Schreck had laid out, part of what we will do is sort of lay out  
133 for you just what exactly is the zoning on this property.

134

135 **MAYOR PRO TEM TARKANIAN**

136 Excuse me, could I just ask you to speak closer to the mic?

137

138 **TODD BICE**

139 Absolutely. I'm just a little tall. So I'll have to bend down, but that's —

140

141 **MAYOR PRO TEM TARKANIAN**

142 I know that. I hesitated to ask you.

143

144 **MAYOR GOODMAN**

145 Your mic is off.

146

147 **TODD BICE**

148 I don't know if there's —

149

150 **MAYOR PRO TEM TARKANIAN**

151 I hesitated to ask you.

152

153 **TODD BICE**

154 Is there a handheld? I don't — that's all right.

155

156 **MAYOR PRO TEM TARKANIAN**

157 I know that you're giving us information to educate us on something, and it sounds good, but I  
158 think it would be more effective if we all could hear it well.

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159 **TODD BICE**

160 Yes, Councilwoman Tarkanian. Is this better if I use this one? This one I can talk a little more  
161 directly into.

162

163 **MAYOR PRO TEM TARKANIAN**

164 Yes, that is better.

165

166 **TODD BICE**

167 All right. Thank you.

168

169 **LUANN D. HOLMES**

170 I'm sorry to interrupt. Let me make sure Councilman Barlow is on the phone. Councilman  
171 Barlow, can you hear us?

172

173 **COUNCILMAN BARLOW**

174 Yes.

175

176 **TODD BICE**

177 All right. Very good. Again, thank you very much. So the question that I'm going to address for  
178 you is what exactly is the actual zoning on this property, because this property is part of the  
179 Peccole Ranch Master Plan, and it actually has a zoning of R-PD7. So what exactly is R-PD and  
180 then we'll talk about what the number seven is.

181 R-PD, Residential Planned Development, is a district in the City's Zoning Code. It's a district,  
182 and it's a district about planned districts. You have, as we point out on our first slide here, or  
183 page 2 of the presentation, you have traditional residential zoning, i.e., you have a residential  
184 area that's not part of the planned development, the property is zoned residential. The builder  
185 builds homes on it.

186 You have other districts, however, in the City, including master plan communities, like Peccole  
187 Ranch, like The Lakes, like Canyon Gate, that are all, in fact, zoned differently than just straight  
188 residential zoning. They are, in fact, known as R-PD communities, and those R-PD communities  
189 have different attributes other than just residential. They typically have open space. They



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190 typically have golf course or other amenities that the developer presented to the City and  
191 obtained approval for as part and parcel of that zoning approval that they had received.  
192 As we'll walk you through this, the zoning for the residential is not separate and apart and  
193 distinct from the open space, the other land use, including golf course, drainage, and things of the  
194 like. They're all one and the same.

195 Let's go to the next slide, please. This is what your General Plan provided in 1990, at the time  
196 that this R-PD zoning was approved for the Peccole Ranch, what is commonly referred to  
197 throughout these proceedings as Queensridge. What it provided was the R-PD is a district, and  
198 that district may include several types of development. However, each type of planning district  
199 will retain an overall character and density established by the General Plan. That's the City's  
200 General Plan that we're talking about here. That's what your Code provided at the time when the  
201 Peccoles obtained this zoning approval.

202 Let's go to the next slide, please. This, again, just so that you can see, the language that I just  
203 quoted to you was taken directly out, and my prior slide had a typo on it. It said page 86. It's  
204 actually page 66 of the City's General Plan that existed at that point in time.

205 Now, let's look at exactly what your Code defined in 1990, what your Code defined R-PD as  
206 including. What does this district mean? What it means is PD means planned developments. It  
207 allows — and this is right out of your Code — it allows for maximum flexibility for imaginative  
208 and innovative design for projects that don't fit comfortably into traditional zoning, traditional  
209 zoning being that first slide I showed you, which is just simply you have a tract of homes and  
210 you get residential zoning for that project.

211 It also was designed to promote or promotes enhancement of residential amenities like open  
212 space, golf course, and trails. That is specifically in your Code at the time that they obtained or  
213 the Peccoles obtained this R-PD zoning for this property.

214 It allows for a mix of housing types, densities and land uses. I'll show you in just a moment that's  
215 exactly what the Peccoles did. And they used that — they needed that R-PD7 to do that, because  
216 they needed to move densities around the entire project.

217 It encourages the preservation of natural resources and open space. Again, which we were  
218 talking about, that's exactly what they used and they obtained approval for.

219 It is the approved plan of development by the City offered by the master developer/declarant,  
220 which in this case was the Peccoles.

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221 Let's go to the next slide, please. Your Code also, at this point in time, specified where the  
222 density requirements came from and how you calculated density for a planned unit development  
223 and R-PD. Right. And it specifically provided the number of dwelling units permitted by gross  
224 acre in the R-PD District shall be determined by the General Land Use Plan, i.e., your General  
225 Plan. The number of dwelling units per gross acre, now I emphasize that word "gross acre"  
226 because I'll show you in a moment, that language has very legal significance, gross acreage,  
227 because it says that per gross acres shall be placed after the zoning symbol R-PD. For example, a  
228 development of six units per gross acre shall be designated as R-PD6. As Mr. Schreck identified,  
229 there are places that are R-PD3 and places that are R-PD4.

230 This project was designated as R-PD7. That means you take the gross acreage, you multiply  
231 seven times it, and that's the total number of units that can be built on the development. It is not  
232 seven units per acre. It is the gross acreage multiplied by seven, and it gives you a number. And  
233 then the developer is allowed to move those around to develop the project and leave open space,  
234 golf course, other amenities. And that's exactly what the Peccoles did.

235 Go to the next slide. Just to show you, I wanted to highlight this to you. This prior slide I showed  
236 you comes directly out of your Code. It specifically talks about how you define the density for an  
237 R-PD project. Let's go to the next slide, please.

238 Now, one of the things that I understand the developer here, Four Star, has been making a  
239 number of representations about how it has received a letter from the City, and that letter from  
240 the City has somehow acknowledged or granted them rights to develop the open space,  
241 notwithstanding what the City Code says. Well, that's actually not what the letter actually  
242 provided.

243 What the letter actually informed them was exactly what I just told you. And that is that letter  
244 specifically informed them that the only development that could take place was directly pursuant  
245 to the City's land use ordinance. Right. It did not provide for them that they had some entitlement  
246 to build on seven units per acre. In fact, what it specifically pointed out to them was that the land  
247 use zoning on this was R-PD7. Let's go to the next slide, please.

248 Again, this slide here, this is, again, right out of your Code that existed at that point in time. My  
249 eyesight is not that good on this one. So let me point out what this is. The point of this is to  
250 demonstrate to you that R-PD is a district. It's not zoned on a per acre basis. When you come in  
251 as the applicant to do a master plan development community, you use the gross acreage. You

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252 give the City a designation that you want to obtain. You're give then a number. That number  
253 then becomes the R-PD, whatever that number is, whether it's three, four, seven, etc. But that is  
254 not an authorization to develop seven units on each acre of land.

255 Moving to the next one, this is just to show you what the letter actually informed them. Contrary  
256 to a lot of what has been said, the letter actually informed them that the density allowed in the R-  
257 PD district shall be reflected by a numerical designation for that district, for that district. Let's go  
258 to the next one.

259 My point about all this is this is not a case or circumstance where the actual City Code can just  
260 simply be ignored because the developer would prefer to develop something that the Code  
261 doesn't authorize. Our point here is that the Nevada Supreme Court has made it very clear, both  
262 in zoning cases and in other contexts, that the government is just as much bound to the law as are  
263 its citizens.

264 The government can no more ignore its own ordinances than the citizens can ignore it. If I build  
265 something that violates your Code, your staff will come out and enforce the law against me, and  
266 that's what they're supposed to do. But that Code not only binds the citizens to follow along. It  
267 also binds the City to follow along. The City can't pick and choose and disregard certain  
268 provisions of its own Code if it thinks that those Code provisions are somehow inconvenient to a  
269 particular developer. And that's what we're talking about here.

270 The terms of the Code are quite clear. The Nevada Supreme Court says that when the statute —  
271 in this case we're talking about the City's Code — are clear on its face, they will not look beyond  
272 the plain terms that the Code provides. When it's unambiguous, it has to be given its ordinary  
273 meaning. It's pretty straightforward and pretty simple.

274 I want to show you this one last slide I want to show you I think demonstrates the sort of  
275 absurdity of what's going on with this developer and why this position that somehow the zoning  
276 gives him some entitlements that somehow means that he doesn't have to obtain a general plan  
277 amendment and that he doesn't have to somehow obtain a major modification of the Master Plan  
278 for the development at Peccole.

279 When someone comes in, they have 100 acres. I just use 100 acres because it's easy math for me.  
280 They come in and they say I want to do R-PD7, and I want to zone my project R-PD7, which is  
281 what happened here. What does the developer do and what does the City approve?

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282 Well, if we were going to have seven units per gross acre — gross is important — you can have  
283 then a maximum of 700 units, right. That's pretty simple math. 100 acres times seven, 700 total  
284 units. That designation allows the developer to put those 700 units wherever he wants to or she  
285 wants to on the project. They can move them around. They can spread them out in certain areas.  
286 They could have one acre of land that could have all 700 units on it. They could have 10 acres of  
287 land and have all 700 units on it. That's what the Code, your Code provision allows.  
288 What it doesn't allow is someone to come and say, well, I want R-PD7, which will then allow a  
289 maximum of 700 units, build the units and then turn around and say, well, now I'm going to  
290 come back because I've got 90 acres, as just one extreme example to give you. I've got 90 acres  
291 because I put all 700 of what was allowed on one little corner of the project. I've now got all this  
292 open space left. So now I want to come back years later and I want to sell it to somebody else,  
293 and that somebody else comes into the City Council and says: Well, wait a minute, all this land is  
294 zoned R-PD7. I now want to build on these acres. So I'm going to buy this 90 acres, and I'm  
295 going to take another one of those corners and I'm going to put another 700 units on it, because  
296 after all it's been already zoned R-PD7.  
297 Our example here is to show you look at what happens when people are allowed to do that.  
298 Pretty soon, if you just follow it to its logical extreme and its logical end, you can have 3,850  
299 units on the parcel now by just simply allowing the developer to keep moving the target over and  
300 over and over by eating up the open space. And by the way, that open space was promised and  
301 was part and parcel of the zoning that they obtained to begin with. That's what your Code  
302 provides.  
303 You don't get R-PD zoning if you're not going to have open space. If you're just going to have x-  
304 number of houses per acre, you just simply do regular zoning. R-PD is specifically designed to  
305 allow the developer flexibility and to encourage the use of open space. When you have  
306 something like that, it does not allow a new buyer to come in and say, well, I've now purchased  
307 that open space, and I'm now going to claim I've got an entitlement to seven acres per unit and  
308 I'm going to move those around.  
309 That was what the original developer obtained. Once the original developer used their  
310 entitlements and closed out their project, you don't get to come in, a new developer, buy the open  
311 space and say, now I get to start from scratch all over again and act like history didn't happen.

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312 The developer here used their allotment. They obtained an approval based upon a number of  
313 representations from the City. Zoning the R-PD7 designation includes the open space. The open  
314 space is part and parcel of that zoning. You can't just eliminate it after the fact and say, well, that  
315 now allows me to do a modification without doing a general plan amendment and without a  
316 major modification.

317 And with that, ladies and gentlemen, I'm going to turn it over to Dr. Pindell, who's going to  
318 explain to you exactly the history on this particular project.

319

320 **COUNCILMAN ANTHONY**

321 Mayor?

322

323 **MAYOR GOODMAN**

324 Yes, please?

325

326 **COUNCILMAN ANTHONY**

327 I just have one question. So, can you tell me for Queensridge, how this shook out, the number of  
328 acres times seven equals total number of units, and were all those units actually built and how  
329 were they built?

330

331 **TODD BICE**

332 Yes, I actually think —

333

334 **COUNCILMAN ANTHONY**

335 And were they all used up.

336

337 **TODD BICE**

338 I think the best person to answer that for you is Mr. Rankin, because he's the one that's done that  
339 research. So I'll actually just have him answer that right now.