

Case No. 84345

IN THE SUPREME COURT OF THE STATE OF NEVADA

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

Appellant,

v.

180 LAND CO, LLC, a Nevada limited-liability company, and FORE STARS
LTD., a Nevada limited-liability company,

Respondents.

Eighth Judicial District Court, Clark County, Nevada

Case No. A-17-758528-J

Honorable Timothy C. Williams, Department 16

APPENDIX TO OPPOSITION TO APPELLANT'S MOTION TO STAY

VOLUME 5

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CERTIFICATE OF SERVICE

I hereby certify that the foregoing APPENDIX TO OPPOSITION TO APPELLANT'S MOTION TO STAY - **VOLUME 5** was filed electronically with the Nevada Supreme Court on the 18th day of March, 2022. Electronic Service of the foregoing document shall be made in accordance with the Master Service List as follows:

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Exhibit 42



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10 DISTRICT COURT

11 CLARK COUNTY, NEVADA

12 JACK B. BINION, an individual; DUNCAN R.
13 and IRENE LEE, individuals and Trustees of the
14 LEE FAMILY TRUST; FRANK A SCHRECK,
15 an individual; TURNER INVESTMENTS, LTD.,
16 a Nevada Limited Liability Company; ROGER P.
17 and CAROLYN G. WAGNER, individuals and
18 Trustees of the WAGNER FAMILY TRUST;
19 BETTY ENGLESTAD AS TRUSTEE OF THE
20 BETTY ENGLESTAD TRUST; PYRAMID
21 LAKE HOLDINGS, LLC.; JASON AND
22 SHEREEN AWAD AS TRUSTEES OF THE
23 AWAD ASSET PROTECTION TRUST;
24 THOMAS LOVE AS TRUSTEE OF THE ZENA
25 TRUST; STEVE AND KAREN THOMAS AS
26 TRUSTEES OF THE STEVE AND KAREN
27 THOMAS TRUST; SUSAN SULLIVAN AS
28 TRUSTEE OF THE KENNETH J. SULLIVAN
FAMILY TRUST, AND DR. GREGORY
BIGLOR AND SALLY BIGLER,

22 Petitioners,

23 vs.

24 THE CITY OF LAS VEGAS; and SEVENTY
25 ACRES, LLC, a Nevada Limited Liability
26 Company,

26 Respondents.

CASE NO. A-17-752344-J
DEPT. NO. XXIV

28 RESPONDENT CITY OF LAS VEGAS' ANSWERING BRIEF

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I.

ISSUES PRESENTED FOR REVIEW

1. Was the Las Vegas City Council's approval of Seventy Acres, LLC's application for a General Plan Amendment from parks/recreation/open space (PR-OS) to M (Medium Density Residential) on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard ("GPA-62387") supported by substantial evidence?

2. Was the Las Vegas City Council's approval of Seventy Acres, LLC's application for a rezoning related to GPA-62387 for a rezoning from R-PD7 (Residential Planned Development – 7 Units Per Acre) to R-3 (Medium Density Residential) on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard ("ZON-62392") supported by substantial evidence?

3. Was the Las Vegas City Council's approval of Seventy Acres, LLC's application for a Site Development Review plan for a proposed 435-Unit Multi-Family Residential Development on 17.49 acres at the southwest corner of Alta Drive and Rampart Boulevard ("SDR-62393") supported by substantial evidence?

II.

RELEVANT BACKGROUND INFORMATION

The Nevada Legislature enacted a comprehensive statutory scheme—NRS Chapter 278—authorizing cities and counties to plan and zone land use in their respective jurisdictions for the purpose of promoting health, safety, morals, and the general welfare of the community. NRS 278.020. The legislative body of a city of at least 25,000 people must, under Chapter 278, create a planning commission which in turn must adopt a long-term plan of physical development. NRS 278.030, 278.150. Elements of the long-term plan include community design, conservation, economics, housing, land use, public buildings, public services and facilities, recreation, streets and highways, transit and transportation. NRS 278.160.

Pursuant to NRS 278.150 and 278.160, the city adopted its long-term plan of physical development—the Las Vegas 2020 Master Plan—with the adoption of Ordinance 2000-62 on

....

1 September 6, 2000.¹ The City of Las Vegas (“City”) subsequently adopted the Land Use &
2 Neighborhoods Preservation Element of the Las Vegas 2020 Master Plan on September 2, 2009.²
3 Ordinance #6056; revised with Ordinance #6152 on May 8, 2012.

4 The Land Use & Neighborhoods Preservation Element is significant, *inter alia*, because it
5 plainly establishes the City’s land use hierarchy. The land use hierarchy progresses in the
6 following ascending order: 2020 Master Plan; Land Use Element; Master Plan Land Use
7 Designation; Master Development Plan Areas; and Zoning Designation. (Land Use &
8 Neighborhoods Preservation Element at 19.) In the hierarchy, the land use designation is
9 subordinate to the zoning designation, for example, because land use designations indicate the
10 intended use and development density for a particular area, while zoning designations
11 specifically define allowable uses and contain the design and development guidelines for those
12 intended uses.

13 The City’s decision to approve Seventy Acres, LLC’s applications conformed to the
14 zoning and land use designations of Peccole Ranch, which did not require the approval of a
15 Major Modification, and—thus—warrants deference from the Court. The Nevada Supreme
16 Court has previously noted that

17 it is not the business of courts to decide zoning issues. *Coronet*
18 *Homes, Inc. v. McKenzie*, 84 Nev. 250, 256, 439 P.2d 219, 223
19 (1968). Because of [a governing body’s] particular expertise in
20 zoning, courts must defer to and not interfere with the [governing
body’s] discretion if this discretion is not abused. *City Council,*
Reno, 100 Nev. at 439, 683 P.2d at 962.

21 *Nevada Contractors v. Washoe County*, 106 Nev. 310, 314, 792 P.2d 31, 33 (1990).

22 The City acted within its discretionary powers and properly approved the three
23 applications without a Major Modification. A Major Modification is similar to a General Plan
24 Amendment. While a General Plan Amendment changes the land use designation within a

25
26 ¹ The City of Las Vegas 2020 Master Plan is available at
<https://www.lasvegasnevada.gov/cs/groups/public/documents/document/dhn0/mday/~edisp/tst002661.pdf>.

27 ² The City of Las Vegas Land Use & Neighborhoods Preservation Element is available at
28 <https://www.lasvegasnevada.gov/cs/groups/public/documents/document/dhn0/mday/~edisp/tst002656.pdf>.

1 Master Plan or sector plan, a Major Modification changes the special land use designation of a
2 parcel within a special area plan. (Land Use & Neighborhoods Preservation Element at 52.) In
3 other words, a Major Modification is required when a land use change is requested within a
4 special area plan. (*Id.*) Peccole Ranch, however, is not a special area plan. (*Id.* at 53.) Thus,
5 because the purported land use change requested was not within a special area plan, the City
6 properly did not require a Major Modification.

7 **III.**

8 **STATEMENT OF FACTS**

9 Petitioners are numerous homeowners located throughout Queensridge; a luxury guard-
10 gated housing community within the city of Las Vegas. (*See* Pet. Jud. Review, ¶¶ 2-13, Mar. 10,
11 2017, already on file herein.) The twelve Petitioners collectively challenge the Las Vegas City
12 Council's approval of Respondent Seventy Acres, LLC's general plan amendment, rezoning, and
13 site development review applications to develop certain land in Queensridge, specifically, 17.49
14 acres at the southwest corner of Alta Drive and Rampart Boulevard. (*Id.* at ¶¶ 55 – 63.)

15 **The 250 acres at issue has always been hard zoned as R-PD7.**

16 ***SEVENTY ACRES, LLC'S ORIGINAL APPLICATIONS MADE TO THE CITY OF LAS VEGAS***

17 In or about November 2015, Seventy Acres, LLC submitted three applications to the City
18 relating to the subject 17.49 acres. (Record of Review ("ROR") 17379, 17435, 17440.) Those
19 applications included the following:

- 20 • A general plan amendment from PR-OS (parks/recreation/open space) to H (high
21 density residential) to allow for residential densities of greater than or equal to
22 25.5 dwellings per acre;
- 23 • A rezoning from R-PD7 (residential planned development – 7 units per acre) to
24 R-4 (high density residential) on the 17.49 acres to allow for multi-family
25 dwellings with density limited by the 55-foot height limitation and other
26 development standards imposed by this zoning district; and

27

28

- A site development review plan to construct four buildings at significantly lower grade than the existing adjacent One Queensridge Place condominium development to the north.

Id. at 2425–26. Specifically, these applications related only to the 17.49 acres of Queensridge at the southwest corner of Alta Drive and Rampart Boulevard (“Area 1”), not the entirety of the golf course (“Areas 1, 2, 3, and 4”) that amounts to over 250 acres. (See ROR 21204 (detailed colored map of the entire undeveloped areas)). These three applications originally came before the Planning Commission on January 12, 2016, without an accompanying “recommendation” by staff. (ROR 17362–77.) To afford staff and applicant additional time to review and finalize the applications, and to meet with neighbors, the Planning Commission held the applications in abeyance until April 12, 2016. (ROR 17443–44.)

Before the next April 12, 2016-Planning Commission meeting, an affiliated company, 180 Land Co, LLC, filed another set of applications—e.g., general plan amendment, rezoning, major modification, and development agreement—relating to the entire 250 acres of the golf course. (ROR 17667–68; 17895–97; 17957–59; 17967-69.) At that time, there were two sets of applications tracking simultaneously before the Planning Commission (“Commission”) and ultimately the City Council: (a) the Seventy Acres, LLC’s applications relating to the 17.49 acres (“Area 1”); and (b) the 180 Land Co, LLC’s applications relating to the entirety of the 250 acres. Because the whole of the applications were not accompanied by a “recommendation” of staff, the Commission abeyed the matter for additional 30 days until May 10, 2016, to afford staff and applicant additional time to examine and finalize the applications. (ROR 17651; 18025.)

At the following Planning Commission meeting, the City Attorney opined that “I recently got involved in these negotiations . . . [and] [a]s you all know, this is a very, very complicated project. It has a lot of moving pieces,” and staff needs additional time to review this project. (ROR 18719–20.) Even Tom Perrigo, Executive Director of Planning, stated that “we haven’t completed all of the discussions on all of the [applications]. So we don’t have a complete Staff

1 Report that allows us to make a recommendation at this time, and that is why staff had requested
2 this particular abeyance, in order to allow more time to complete our work.” (ROR 18720.)

3 Shortly thereafter, at the next Planning Commission meeting on July 12, 2016, and
4 following months of research and negotiations, the staff recommended approval of each of the
5 two sets of applications. (ROR 18732; 19458.) The neighbors, however, requested their own
6 abeyance in order “to get their arms around” the applications and associated agreements. (ROR
7 19823.) To that end, the commission respectfully continued the hearing to afford the nearby
8 residents an opportunity to weigh in. (ROR 19871.) Needless to say, and contrary to
9 Petitioners’ representations that nefarious activity was afoot, the municipal organization, the
10 applicants, and even the neighbors were actively involved in examining the subject applications.

11 ***OCTOBER 18, 2016 PLANNING COMMISSION MEETING***

12 On October 18, 2016, the two sets of applications came before the Planning
13 Commissioner for consideration and a final vote. (ROR 23387–526.) A representative of City
14 Planning staff, Peter Lowenstein, summarized staff’s recommendation that the applications be
15 approved, and in doing so, iterated that the “major modification” applied only to the set of
16 applications filed by 180 Land Co, LLC:

17 Good evening. Mr. Chairman, the proposed development of
18 the approximate 250 acres known as the Badlands Golf Course will
19 consist of 2,400 multi-family units with a potential 200 assisted
20 living units and 75 single-family estate lots. To allow the proposed
21 development, a Major Modification to the Peccole Ranch Phase
22 Two Plan has been submitted denoting amended land use
23 designations on the 250.92 acres to reflect multi-family residential
24 on the eastern 600, sorry, 67.22 acres and single-family residential
25 on the western 183.71 acres. ***It should be noted that the proposed
Major Modifications specifically relates only to the approximate
250 acres*** and no longer denotes any as-built conditions or the
elimination of any other properties from the plan area as originally
requested.

24 * * *

25 The proposed Major Modification does not dictate the
26 development and maintenance of the property or provide standards
27 and review criteria for new development. Those functions are
28 under the purview of a related Development Agreement. A
Development Agreement has been proposed to provide a higher
level of detail and thus assurance to the surrounding developments
on how and what can be built. The content of the Development

1 Agreement is in conformance with the requirements of the Nevada
2 Revised Statute 278 and indicates additional development and
design controls, which increase the sensitivity and compatibility of
the new development with existing adjacent development.

3 The proposed development calls for the placement of
4 density in areas that are sensitive to existing single-family and
multi-family development on adjacent parcels. Furthermore, the
5 development as proposed would be consistent with goals,
objectives, and policies of the Las Vegas 2020 Master Plan that
6 call for walkable communities, access to transit options, access to
recreational opportunities and dense urban hubs at the intersections
7 of primary roads. As such, staff is supporting, is in support of the
Major Modifications, General Plan Amendment, Rezoning, and
8 proposed Development Agreement.

9 ***The applicant has a second set of applications pertaining***
10 ***to the 17.49 acres located at the southwest corner of Alta Drive***
11 ***and Rampart Boulevard. A General Plan Amendment to a high***
12 ***density residential land use designation and associated rezoning to***
13 ***high density residential zoning district have been proposed along***
14 ***with a Site Development Plan Review for 720 multi-family***
15 ***development units consisting of four-story buildings. The proposed***
16 ***multi-family development, if approved, would be located next to***
17 ***an established multi-family condominium development. The***
18 ***project is designed to provide increased density while minimizing***
19 ***impacts to neighboring properties. The building elevations are***
20 ***compatible with the Parisian architectural style employed on the 1***
21 ***Queensridge Place buildings to the west of the site. Furthermore,***
22 ***the buildings would be situated at a lower grade than the***
23 ***surrounding area, thereby preserving the existing views from the***
24 ***adjacent residential areas. Staff finds the proposed development to***
25 ***be compatible with the surrounding development and is in***
26 ***substantial conformance with Title 19 and is recommending***
27 ***approval of all applications.***

18
19 (ROR 23394-97.) Additional members of City staff, including Commissioner Flangas, also
20 iterated that the requested "major modification" applied only to the applications by 180 Land Co,
21 LLC:

22 The project is gorgeous, and so here's what I'm going to
23 support tonight. I will definitely support items on this agenda
24 tonight, Items 10, 11 and 12. The reason I'm not going to [support
25 180 Land Co, LLC's applications], I would like to be able to
26 support Area 2 as well, but ***the problem is Area 2 is tied to the***
27 ***modification and it's tied to the Development Agreement.*** So, I
28 really can't support it just on that reason alone. I think the project
itself is okay. So, I'm going to re-recommend and this is the way
I'm going to vote tonight is to deny 6, 7, 8 and 9 [180 Land Co,
LLC's applications] and approve 10, 11 and 12 [Seventy Acres,
LLC's applications], for whatever it's worth with my fellow
Commissioners. Thank you.

1 (ROR 23518.) This distinction was recognized even by a Queensridge resident, who similarly
2 noted that: "It is my understanding after meeting with the City Attorney that the City is under no
3 obligation to modify the 1990 Master Plan." (ROR 23458.)

4 The Planning Commission ultimately approved the Seventy Acres, LLC's applications
5 but denied the 180 Land Co, LLC's applications on the following bases:

6 **COMMISSIONER FLANGAS**

7 Thank you, Mr. Chairman. First of all, I spent a lot of time
8 on this project, studying this, these items probably more than I ever
9 have since I've been on this Planning Commission. I've toured the
10 project with the developer and toured it a second time with the
11 developer's representative. I've met with the homeowners'
12 representatives. I've met with the representatives from the
13 developer in my office several times, met with the homeowners'
14 representatives in my office several times, and I've put a lot of time
15 and a lot of thought into this.

16 * * *

17 I have to agree with Commissioner Cherry. I like the
18 project on, in Area 1. I'm okay, I think, with Area 2. I'm not okay
19 with Area 3. I think it pushes too far into the residential area, and
20 no offense, a four-story building is not compatible with the general
21 area. The most dense portion up there is Tudor, the Tudor area,
22 which is up to the north, and I think that's about 10 acres to the
23 unit. In Area 3, my understanding is we're dealing with 55 feet the
24 maximum unit, we can built up to 55 feet in it, if I'm not mistaken.
25 That's pretty high for an area that's supposed to be a transition area
26 between the housing areas and the like, and so, I just think it's just
27 not compatible with the area; it's too dense.

28 (ROR 23517-20.)

When approving Seventy Acres, LLC's application, the Planning Commissioner received
and heard an abundance of information relating to numerous concerns, like the Clark County
School District, drainage, and the impact of the P-PD7 hard zoning. For instance, Mr.
Lowenstein noted that regarding "the General Plan Amendment, Rezoning and Site Development
Review, we've also added the addition of the comments from the Clark County School District,
and those are in your backup as well." (ROR 23397.) In contrast to Petitioners' representations
in their opening brief, the Commissioner allowed a school district representative to state both her
concerns and appreciation for the project:

....

1 [The school district] did submit the letter, however, I have
2 been requested by the Trustees to actually read this letter into the
3 record, if you don't mind, and would indulge me to do so...

4 So, the purpose of this letter is to provide you with the
5 Clark County School District's position on a proposed Master Plan
6 Development located at the existing Badlands Golf Course. Based
7 on information provided by the City of Las Vegas, the proposed
8 Badlands Golf development is a 2,675 single-family and multi-
9 family residential unit development. The site is situated on
10 approximately 250.92 acres of land located at the Badlands Golf
11 Course that is adjacent to 1 Queensridge Place. There are four
12 areas to the Development Plan that have been submitted to the City
13 of Las Vegas Planning Committee (sic). What we did is, we
14 identified each area. **Area one is 17.49 acres, multi-family
15 residential, 720 dwelling units. The density is 41.2 dwelling units
16 per acre.** Area two, 20.69 acres, multi-family residential, 880
17 dwelling units, 37.8 dwelling units per acre. Area three, 29.3 multi-
18 family residential dwelling units, and we included that within the
19 1,880. Area four, 183.71 single-family residential, 75 dwelling
20 units on 0.4 acres, so there was a total, obviously, of the 250.92
21 acres. Areas two and three were combined for a total of 1,880
22 units.

23 The District has reviewed the information provided by the
24 City of Las Vegas utilizing the District's Demographic Zoning and
25 GIS Department's student yield formula.

26 * * *

27 Planning for such a large development is a complex,
28 multifaceted task. To that end, the District and master developers
have entered into Memorandum of Agreements to work out mutual
agreement solutions that will become part of the Development
Agreement. The MOA process is successful[ly] working at the
Tule Springs and Skye Canyon Housing Projects and presents the
most efficient method to conduct and monitor the detailed planning
required. **In conclusion, the District appreciates and applauds the
efforts of the City and it has always shown in supporting the best
interests of student and families. We hope this proposition meets
with your approval, and we stand ready to participate in the
process.** I just wanted to clarify that we have not actually entered
into any sort of MOA agreement with the developers at this time,
however, that's what we have done in the past. Thank you.

(ROR 23397-98.) To that end, Mr. Perrigo of City Planning largely agreed with representative's
statements and assured the Planning Commissioner that his staff will work with the school
district towards executing a memorandum of understanding:

Sure. Thank you, Mr. Chair. With respect to the letter, as
with the School District, as with every planned community or
project where we enter into discussions on a development
agreement, we are responsible to make sure we're looking out for
the interests of the community in terms of infrastructure, public

amenities and so on, and schools is obviously an important part of that.

We directed the applicant to meet with the School District and work out some sort of an understanding before we would move this forward. The applicant did as we requested and quite some time ago received an email from counsel at the School District indicating they would not participate in a conversation. And so, at that point, there was not much we could do, from staff's perspective, but to go with the input the School District gave us initially that didn't say whether they approved it or disapproved of the project. So, we had really no input at that time.

Since then, as has been stated, we did receive the letter today. We've talked to the School District, and they would like to enter into the conversation to form a memorandum of understanding or a memorandum of an agreement or some sort of understanding as to what their needs are and what the applicant can do to participate in meeting their needs, and the applicant has stated that they are more than happy to enter into those conversations. And so, I think that's perfectly appropriate.

(ROR 23479.)

The Planning Commission also inquired into the requested drainage studies, to which a member of the City's Planning Department represented the proposed development on the 17.49 acres was acceptable:

The water is going the same as it's been going for the last 20 years. So, it's essentially the same conveyance corridor. If they want to build on top of the conveyance corridor, they need to build according to regional flood standards and as some things that were mentioned in the meeting, the Army Corps of Engineers and that type of thing. So, they'll – need to handle it through an approved drainage study, and it's basically the same conveyance as it is working today.

* * *

[T]he golf course is a water conveyance corridor. If they want to build on top of it, they'll need to, one proposal that we saw was build some box culverts, and they could also use some open channels to direct the flow down in the same direction that it's going today. So, yes, they'll need to kind of capture it and send it through at the intersection of Alta and Rampart, but it's kind of the same.

* * *

[In response to whether the Development Agreement includes these drainage requires, the representative responded that] what the Development Agreement does is gives them options of things they could do, so, we're not prescribing exactly what you

1 have to do. They can come up with an engineering solution on how
2 to capture the water. So, they're required to have a Master
3 Drainage Study in the Development Agreement, and that Master
4 Drainage Study needs to be approved through the City. *With the*
5 *thing that they've proposed, they can do either one. I mean, for*
6 *sure with the 720 of the SDR that you're looking at today, that*
7 *has to go under a box. We know that for sure, because they're*
8 *basically building on top of it. But going west of the 720 units,*
9 *it's not fully determined yet.*

10 (ROR 23497, 23507-8.) Stated differently, the planning department determined that the far
11 smaller 17.49 acres project could easily adjust for drainage by way of building upon culvert
12 boxes, whereas the large 250 acres project "is not fully determined yet."

13 To clarify any ambiguity concerning the hard zoning associated with the property, the
14 City Attorney outlined the impact of that zoning of the subject applications:

15 When [applicant] acquired the property in Queensridge,
16 that's the Badlands Golf Course, they requested of the Planning
17 Department a letter asking what the zoning classification, if there
18 was any, for the golf course was at that time. Planning provided
19 two letters, one addressed three APN numbers, one addressed one
20 APN number. *Both of those letters identified those properties as*
21 *having hard zoning R-PD7. R-PD7 no longer exists in our*
22 *zoning code, but at the time it did exist, it allowed up to, that is up*
23 *to 7.49 units per acre. Because R-PD stands for Residential*
24 *Planned Development, the reason it is up to is [sic], you have to*
25 *be compatible with surrounding land uses.*

26 * * *

27 However, and this is where there will be some
28 disagreement, I'm sure, the developer did acquire property that has
hard zoning. Many other golf courses here in town are zoned very
specifically for civic use or for open space use. This golf course
was not. I don't know why, but 25 years ago or more when the hard
zoning went into place, it covered the entire golf course, the 250
that was referenced by Mr. Kaempfer. As a result, the developer
has a right to come in ask for some development there. What that
development is, how much there is, is up to this Planning
Commission and up to the Las Vegas City Council. Having said
that, I'll be glad to answer any questions.

29 * * *

30 As I stated at the beginning, for whatever reason, I wasn't
31 here then, but the Council gave hard zoning to this golf course, R-
32 PD7, which allows somebody to come in and develop.

33 (ROR 23433-34.) The Planning Commissioner inquired into whether "the action we take on this
34 is really not the matter, it's what the hard zoning is for the parcel that's involved," to which the

1 City Attorney simply responded: "correct." (ROR 23498.) Opponents of the applications
2 expressed their dissatisfaction and misunderstanding between the land use designation (PR-OS),
3 hard zoning (R-PD7), and the subject applications. The following exchange took place between
4 the City Attorney and Commissioner Crear:

5 I have a question for you. There still seems to be some
6 debate about this R-PD7, and I just want to make sure that we're
7 understanding, you're saying that that is not in discussion? It is R-
8 PD7, or the developer can build on this land without any, getting
9 any additional entitlements, that if this doesn't go through, they
10 have the ability to build 7.49 homes per acre on that land?

11 **BRAD JERBIC**

12 It's a little more complicated than that.

13 **COMMISSIONER CREAR**

14 Okay.

15 **BRAD JERBIC**

16 ... It is hard zoned R-PD7 according to our records. That is
17 Residential Planned Development up to, up to 7.49 units per acre.
18 The planned part of the [r]esidential plan development makes the
19 developer come in with projects that are compatible with
20 surrounding land uses. Since this is pretty built out, there's a lot of
21 surrounding land uses; some are on acres, some are on half-acres,
22 some are on third acres. I don't want to speak for Mr. Perrigo, and
23 I'll let him chime in here at the end, but typically what staff would
24 do is if somebody came in with a recommendation to build on acre
25 next to an already developed acre, they would probably say that's
26 harmonious and compatible. Now, that's part of the equation here.
27 If they came in and said, we want to build 7.5 units per acre next to
28 acre homes, Planning staff would no doubt say that's not
compatible, and the developer, I doubt, would even ask for that. I
think Mr. Kaempfer is in agreement. I see him nodding yes.

(ROR 23508.)

After hours of weighing testimony, evidence, and recommendations in support of and in
denial of the two sets of applications, the Planning Commissioner voted to approve Seventy
Acres, LLC's applications for a general plan amendment from PR-OS to H (high density
residential); a rezoning from R-PD7 to R-4 (high density residential); and site development plan
review for a proposed 720-unit multi-family residential development.

....

FEBRUARY 15, 2017 CITY COUNCIL MEETING

This set of applications was presented before the Las Vegas City Council on February 15, 2017 for approval. That day, however, Seventy Acres, LLC made changes to their applications in response to City Council Members and City Staff recommendations. Specifically, Chris Kaempfer, representative of Seventy Acres, LLC, described why the applicant was amending its applications:

... [W]e've also listened to Mr. Jerbic, Mr. Perrigo, and Mr. Lowenstein, who emphasized to us and to the neighbors and to anyone who took time or interest to listen that the importance of compatible and comparable zoning. We have also listened to our immediate neighbors, who have expressed concerns about traffic, height, density, schools, and for rent as opposed to for sale condominiums. And as a consequence, Your Honor and members of the Council, and especially Councilman Beers and Mr. Jerbic, as a result of that, all of that listening, we are advising you today that, as required by Councilman Beers, we are hereby reducing the number of units in this project from the 720, for which we applied and for which Planning Commission granted approval, to 435. That is a reduction of nearly 300 units from the project we originally proposed.

In addition and to address both the concerns raised by Councilman Beers and by our neighbors, especially and more importantly the neighbors in the Towers, who are the only ones immediately adjacent to this project, we have changed this project to a for sale condominium development and not a for rent development. So it went from 720 units to 435 and from for rent to for sale. And those are requirements that were imposed on us, I'd like to say that we accepted those graciously, but they were requirements that were imposed on us by Councilman Beers. Now, to address the comments made by Mr. Jerbic, Mr. Perrigo, and Mr. Lowenstein throughout this entire Queensridge zoning process, the reduction to 435 units means that the density of our project will be 24.9 units per acre, and that density will match precisely and exactly the density of the Queensridge Towers, which is our immediate neighbor to the west, as you can see and Stephanie can explain. Why don't you explain what those numbers are?

STEPHANIE ALLEN:

Sure. If we can have the overhead, please, that would be great. There we go. This exhibit shows the density of One Queensridge Place, Phase I and Phase II. The original Phase I density was 24.4 units per acre. Phase II was 25.5 units per acre, which equates to an overall density of 24.9 units to acre, which is exactly what we're requesting today with the reduction.

CHRIS KAEMPFER:

1 The size of the acreage involved here is 17.49 acres. When
2 you take that times 24.9, it reaches the 435. Why is that important?
3 Because it achieves the exact compatibility and comparability
4 which your legal counsel and your Planning Department have
5 emphasized time and time again, to anyone who will listen, as
6 being the standard by which appropriate zoning is to be measured.
7 It's also important to note that this 24.9 units per acre is the same
8 density as the Towers, despite the fact that our project is closer to
9 Rampart and closer to Alta. It is a standard zoning practice that we
10 have seen, all of us have seen implemented time and time again,
11 that the closer you get to a major street, the density increases from
12 what is away from it. In this particular case, that is not the case.
13 The density is the same. Now, to address the concern of height
14 raised by our Tower neighbors, we are agreeing to keep the height
15 of the structure at no higher than the height of the podium of the
16 Towers. And again, Ms. Allen can point out we have two very
17 brief slides to show you.

18
19 **STEPHANIE ALLEN:**

20 So One Queensridge Place, the elevation of the podium is
21 2,748. You can see here the highest point here on this project,
22 because of the significant elevation change, the highest point is
23 2748. So it will remain blow the podium to protect the views of the
24 residents of One Queensridge Place.

25 (ROR 17236-38.)

26 Due to the history and complexity associated with these applications, the City Attorney
27 sought to assuage any ambiguity by inquiring further of Mr. Kaempfer the following:

28 Mr. Kaempfer, before you walk away [* * *] I don't know
if I've taken this out of sequent or not, and if you'd rather address it
later, just let me know, but in doing so and reducing your unit
count from 720 to 435, are you amending your applications under
from high density as a GPA to medium, and are you amending
your application under 101 from R-PD4 to R-PD3? Or would you
rather address that later?

29 * * *

30 **CHRIS KAEMPFER**

31 Absolutely. R-3, by going to R-3, it guarantees that there
32 can be no higher density, obviously, than the 25 units, 24.9,
33 whatever it is. With regard to the high, the only concern we have
34 about the reduction of the high is if we do reach some kind of
35 global settlement, we don't want the argument to be made that,
36 well, you have medium on Rampart, so off of Rampart, even
37 though we'd like to help you out, we can't let you have higher
38 density on the center of that 70 acres. So if that's not really a
concern, then we would agree to go the M and the R-3.

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BRAD JERBIC

Very good.

* * *

I hope that's clear for everybody in the audience who's listening so that you don't — if you wonder why at the very end there's a vote on an SDR and there isn't a new SDR, it's because the building on the exterior is the same, it's merely the unit count on the inside that isn't. It's 435, not 720. And if that's clear enough for everybody, Your Honor, I'll turn it back over to you to finish the public hearing.

(ROR 17243-46.)

Immediately thereafter, the Executive Planning Director provided its final staff report on the subject applications, in which he recommended approval:

Okay. So since these items were before you last, I had the opportunity to put them back before the Case Planning Team. The Case Planning Team evaluates every single item on every agenda that comes before you. And so this report is based on them evaluating this as an independent, standalone project.

The proposed development is located at the intersection of two primary arterial roadways and is adjacent to multi-family residential to the west, a hotel casino to the north, general commercial development to the northeast, and limited commercial to the east.

The project is designed to provide increased density while minimizing impacts to neighboring properties through the use of a podium-wrapped construction method, thereby increasing the amount of open space and amenities offered on the property. This is in contrast to the traditional multi-family development construction method that precipitates large areas of surface parking.

The building elevations are compatible with the Parisian architectural style employed by the One Queensridge Place buildings to the west of the site. Furthermore, the buildings would be situated at a lower grade than the surrounding area, thereby preserving the existing views from the adjacent residential areas.

The development as proposed would be consistent with goals, objectives, and policies of the Las Vegas 2020 Master Plan that call for walkable communities, access to transit options, access to recreational opportunities and urban hubs at the intersections of primary roads. Staff finds the proposed development to be compatible with the surrounding development and is in substantial conformance with Title 19 and is recommending approval of all applications.

1 (ROR 17260 – 61.)

2 Prior to lodging their vote, the City Council weighed and examined substantial evidence
3 and testimony concerning: traffic studies that were already approved for the 720 residential units;
4 and the school district that was ultimately not concerned with the proposed development of 435
5 units. (ROR 17238–40.) Following hours of testimony and questions, the Council voted 4-3 to
6 approve the Seventy Acres, LLC’s application.

7 Importantly, many of the exact same arguments lodged by Petitioners in this Petition for
8 Judicial Review were lodged directly before the City Council prior to its vote. (ROR 12763–68.)
9 Those asserted arguments, notwithstanding their accuracy, consist of the following:

- 10 • That Queensridge is a “Planned Development District” subject to
11 LVMC 19.10.040 and thus, requires a major modification when
12 significant zoning and land use changes are made;
- 13 • That Staff’s written Reports, dating as far back as January 2016 when
14 Seventy Acres, LLC first submitted its applications, conditioned
15 approval of those applications on a major modification; and
- 16 • That “master planned communities,” like Peccole Ranch, as outlined
17 in the city’s Land Use & Rural Neighborhoods Preservation Element
18 are “Planned Developments.”

19 (ROR 12763 – 68.) Those legal arguments, much like Petitioners’ Opening Brief, do not
20 directly contest that the City lacked substantial evidence when approving the applications;
21 instead, they are aimed at convincing this Court that the City Council abused its discretion by
22 ultimately not classifying Queensridge as a “Planned Development District.” Even though a
23 city’s interpretation of its own land use laws is cloaked with a presumption of validity, the City
24 Attorney responded to those legal arguments as follows:

25 Is your question, Your Honor, why is there not a major
26 mod accompanying this particular application at this point in time?
27 I’ll turn that to Mr. Perrigo if he wants to answer. But I can also
28 just briefly read for the record I’m resisting, because I respect your
arguments, Mr. Schreck. I respect you as an attorney. I respect the
fact that you have a lawsuit pending right now. But I also know
that these aren’t judges, and they’re not going to decide it.

1 And so my silence isn't assent to anything, but at the same
2 time, there is an answer for just about everything that's been said. I
3 will give you a flavor of one of the things that we will argue is that
4 the City of Las Vegas Land Use and Rural Neighborhood
5 Preservation Element of the Las Vegas 2020 Master Plan, adopted
6 by the City Council on September 2nd, 2009, in Ordinance 6056,
7 as revised on May 8th, 2012, Ordinance 6152, it says, quote,
8 special plans, special area plans in which major modification is
9 required to change a land use designation include the following:
10 1014 Grand Canyon Village, Lone Mountain West, Grand Teton
11 Village, Las Vegas Medical District, 1015 Cliff's Edge Providence,
12 Kyle Canyon Gateway, Lone Mountain, Summerlin, and Town
13 Center. It does not include Peccole Ranch.

14 There are arguments for just about every point, that I
15 respect both sides in this, but these will be decided by a judge...

16 (ROR 17266.)

17 IV.

18 LEGAL ARGUMENT

19 A. PRELIMINARY STATEMENT

20 The resolution of the petition resolves around a simple legal issue—was City Council's
21 decision to approve applicant Seventy Acres, LLC's three applications for a general plan
22 amendment, rezoning, and site development plan review relating to the 17.49 acres supported by
23 substantial evidence? The resolution is equally simple. The Council carefully considered the
24 nature of the proposed development, its potential impact on the nearby neighborhood, the nature
25 of the existing adjacent development and the positive recommendations, on multiple occasions,
26 of the city staff and Planning Commission. The Council exercised its discretion and approved the
27 applications in accordance with its 2020 Master Plan, Title 19 of the Uniform Development
28 Code, and other applicable laws.

29 In addition, Petitioners argue that both the City and applicant were duty bound to finalize
30 a "major modification" pursuant to LVMC 19.10.040 ("Planned Development District") of the
31 applications relating only to the 17.49 acres. The argument, however, is not supported by the law
32 as the subject development is not located in a "Planned Development District," but rather a
33 "*Residential* Planned Development District" and is therefore not subject to LVMC 19.10.040.
34 Importantly, the Court must defer to the City's interpretation of its own land use laws. *See*

1 *Boulder City v. Cinnamon Hills Associates*, 110 Nev. 238, 247, 871 P.2d 320, 326 (1994) (“[a
2 city’s] interpretation of its own land use laws is cloaked with a presumption of validity and will
3 not be disturbed absent a manifest abuse of discretion.”)

4 Petitioners have not raised any viable arguments in this petition; thus, the Court should
5 affirm the decision of the City Council.

6 **B. STANDARD OF REVIEW**

7 The decision of the City Council to approve Seventy Acres, LLC’s applications for a
8 general plan amendment, rezoning, and site development plan review were discretionary acts.
9 *See Enterprise Citizens Action Committee v. Clark County Board of Commissioners*, 112 Nev.
10 649, 653, 918 P.2d 305, 308 (1996); *Stratosphere Gaming Corp. v. City of Las Vegas*, 120 Nev.
11 523, 528, 96 P.3d 756, 760 (2004). This Court must review the approval of those applications
12 under the well-established deferential standards declared by the Nevada Supreme Court.

13 The Nevada Supreme Court has repeatedly described the **standard for the review of the**
14 **decisions of an administrative agency**. In *City of Las Vegas v. Laughlin*, 111 Nev. 557, 558,
15 893 P.2d 383, 384 (1995), the Court stated:

16 Like the district court, this court is limited to the record
17 before the City in reviewing the City’s decision. The grant or
18 denial of a special use permit is a discretionary act. If this
19 discretionary act is supported by **substantial evidence, there is no
abuse of discretion. Substantial evidence is that which “a
reasonable mind might accept as adequate to support a
conclusion.”** [Emphasis added.]

20 Similarly, in *Brocas v. Mirage Hotel & Casino*, 109 Nev. 579, 582-83, 854 P.2d 862, 864
21 (1993), the Court stated:

22 This court’s role in reviewing an administrative decision is
23 identical to that of the district court: **to review the evidence
presented to the agency in order to determine whether the
agency’s decision was arbitrary or capricious and was thus an
abuse of the agency’s discretion.** *United Exposition Service Co.*
24 *v. SIIS*, 109 Nev. 421, 851 P.2d 423 (1993); *Titanium Metals Corp.*
25 *v. Clark County*, 99 Nev. 397, 399, 663 P.2d 355, 357 (1983).
26 This standard of review is codified in NRS 233B.135. **It is well
recognized that this court, in reviewing an administrative
agency decision, will not substitute its judgment of the evidence
for that of the administrative agency.** *State, Dep’t of Mtr.*
27 *Vehicles v. Becksted*, 107 Nev. 456, 458, 813 P.2d 995, 996
28 (1991). This court is limited to the record below and to a

determination of whether the administrative body acted arbitrarily or capriciously. *State, Emp. Sec. Dep't v. Weber*, 100 Nev. 121, 124, 676 P.2d 1318, 1320 (1984). **The central inquiry is whether substantial evidence in the record supports the agency decision.** *SIIS v. Christensen*, 106 Nev. 85, 87-88, 787 P.2d 408, 409 (1990). Substantial evidence is that which a reasonable mind might accept as adequate to support a conclusion. [Emphasis added.]

In *United Exposition Service Co. v. State Industrial Insurance System*, 109 Nev. 421, 423-24, 851 P.2d 423, 424-25 (1993), the Court stated:

This court's role in reviewing an administrative decision is identical to that of the district court: **to review the evidence presented to the agency in order to determine whether the agency's decision was arbitrary or capricious and was thus an abuse of the agency's discretion.** *Titanium Metals Corp. v. Clark County*, 99 Nev. 397, 399, 663 P.2d 355, 357 (1983). This standard of review is codified in NRS 233B.135.

It is well recognized that this court, in reviewing an administrative agency decision, will not substitute its judgment of the evidence for that of the administrative agency. *State, Dep't of Mtr. Vehicles v. Becksted*, 107 Nev. 456, 458, 813 P.2d 995, 996 (1991). **This court is limited to the record below and to the determination of whether the administrative body acted arbitrarily or capriciously.** *State, Emp. Sec. Dep't v. Weber*, 100 Nev. 121, 124, 676 P.2d 1318, 1320 (1984). **The central inquiry is whether substantial evidence supports the agency's decision.** *Desert Inn Casino & Hotel v. Moran*, 106 Nev. 334, 336, 792 P.2d 400, 401 (1990). Substantial evidence is that which a reasonable mind might accept as adequate to support a conclusion. [Emphasis added.]

This Court's review must be made strictly on the record before the administrative agency. *McKenzie v. Shelly*, 77 Nev. 237, 362 P.2d 268 (1961). The Court may not conduct a de novo review of the administrative action. In *Clark County Board of Commissioners v. Taggart Construction Company*, 96 Nev. 732, 734, 615 P.2d 965, 967 (1980), the Court stated:

The district court conducted the equivalent of a trial de novo. It made an independent determination that the breadth of the variance included an asphalt mixing plant and a maintenance building. **The court erred in doing so. Its province was confined to a review of the record of evidence presented to the Clark County Board of Commissioners and the Planning Department, with its primary focus on the variance itself.** [Emphasis added.]

The actions of an administrative agency are presumed to be valid and are not subject to judicial review unless they are an abuse of discretion. *McKenzie*, 77 Nev. at 237, 362 P.2d at

1 268. In *City Council of City of Reno v. Irvine*, 102 Nev. 277, 279-80, 721 P.2d 371, 372-73
2 (1986), the Court described the type of abuse of discretion necessary to overturn the
3 administrative acts of a municipality:

4 A city board acts arbitrarily and capriciously when it denies
5 a license without any reason for doing so. In previous cases, e.g.
6 *Henderson*, we have spoken in terms of there being a “lack of
7 substantial evidence before the council,” but the **essence of the**
8 **abuse of discretion, of the arbitrariness or capriciousness of**
9 **governmental action in denying a license application, is most**
10 **often found in an apparent absence of any grounds or reason**
11 **for the decision. “We did it just because we did it.”** [Citation
12 omitted, emphasis added.]

13 See also *Tighe v. Von Goerken*, 108 Nev. 440, 442-43, 833 P.2d 1135, 1136 (1992).

14 The Court may not substitute its judgment for that of the administrative agency and the
15 presence of conflicting evidence does not give the court the power to reweigh the evidence
16 supporting and opposing the administrative decision. *Clark County Liquor and Gaming*
17 *Licensing Board v. Simon & Tucker, Inc.*, 106 Nev. 96, 98, 787 P.2d 782, 783 (1990). In *Irvine*,
18 102 Nev. at 278-79, 721 P.2d at 372, the Court stated:

19 **The courts, as a general rule, have no business telling a city**
20 **board who should or who should not be granted this kind of**
21 **license or which cabaret licenses would be and which cabaret**
22 **licenses would not be contrary to the public welfare. Only**
23 **rarely may a court interfere with such a decision of a**
24 **municipality’s governing board, and then only when it can be**
25 **demonstrated by the one seeking the privilege that the**
26 **governing board is acting outside of its legal powers.**
27 [Emphasis added.]

28 Instead, the Court’s only role is to determine if the decision of the administrative agency was
supported by substantial evidence. In *Enterprise Citizens Action Committee v. Clark County*
Board of Commissioners, 112 Nev. 649, 653, 918 P.2d 305, 308 (1996), the Nevada Supreme
Court summarized the role of the Court in reviewing an administrative decision:

The grant or denial of a variance, like a grant or denial of a
request for a special use permit, is a discretionary act. See *City of*
Las Vegas v. Laughlin, 111 Nev. 557, 558, 893 P.2d 383, 384
(1995). **“If this discretionary act is supported by substantial**
evidence, there is no abuse of discretion.” *Id.* **Substantial**
evidence is evidence which “a reasonable mind might accept as
adequate to support a conclusion.” *State, Emp. Security v.*
Hilton Hotels, 102 Nev. 606, 608, 729 P.2d 497, 498 (1986).

1 **The function of the district court is to ascertain as a**
2 **matter of law whether there was substantial evidence before**
3 **the board which would sustain the board's actions**
4 [Emphasis added.]

5 In this case, the City Council carefully considered the nature of the proposed
6 development, its potential impact on the nearby neighborhood (including the adjacent One
7 Queensridge Place—i.e., Queensridge Towers), as well as the positive recommendations of staff,
8 the Planning Commissioner, and its City Attorney. Based on this substantial evidence, the
9 Council exercised its discretion and approved the applications. Notwithstanding any contrary
10 evidence, the Court may not reweigh the evidence presented to the City Council. Instead, it must
11 defer to the expertise of the Council and affirm its decision.

12 **C. THE CITY COUNCIL HAD SUBSTANTIAL EVIDENCE TO APPROVE**
13 **EACH OF SEVENTY ACRES, LLC'S THREE APPLICATIONS.**

14 The City Council relied on substantial evidence to approve Seventy Acres, LLC's
15 applications. The Council had the specific findings and recommendations of its staff and
16 Planning Commission. In addition, the Council conducted an extensive public hearing and
17 carefully considered the asserted legal arguments and interpretations of its municipal code as
18 well as the evidence presented in support of and in opposition to the applications. Ultimately, the
19 approval of the applications was supported by substantial evidence.

20 The detailed staff reports with their recommendations for approval provided both orally
21 and in writing are substantial evidence to support the approval of the applications. *City Council*
22 *of City of Reno v. Travelers Hotel, Ltd.*, 100 Nev. 436, 438-39, 683 P.2d 960, 961 (1984). The
23 findings and recommendations of the Planning Commission also constitute substantial evidence
24 to support the Council's approval. *City of Henderson v. Henderson Auto Wrecking, Inc.*, 77 Nev.
25 118, 122, 359 P.2d 743, 744 (1961). At the February 15, 2017-hearing before the City Council,
26 the proponents of the applications submitted specific factual evidence in support of the
27 applications and provided substantial evidence to support the Council's approval. *Nevada*
28 *Contractors*, 106 Nev. at 313, 792 P.2d at 33.

. . . .

. . . .

1 **1. The Council did not abuse its discretion when it approved Seventy**
2 **Acres, LLC's application for a General Plan Amendment.**

3 LVMC 19.16.030(I) identifies the criteria for evaluating an application for a general plan
4 amendment:

5 In order to approve a proposed General Plan Amendment,
6 the Planning Commission and City Council must determine that:

7 (1) The density and intensity of the proposed General Plan
8 Amendment is compatible with the existing adjacent land use
9 designations;

10 (2) The zoning designations allowed by the proposed
11 amendment will be compatible with the existing adjacent land uses
12 or zoning districts;

13 (3) There are adequate transportation, recreation, utility, and
14 other facilities to accommodate the uses and densities permitted by
15 the proposed General Plan designation; and

16 (4) The proposed amendment conforms to other applicable
17 adopted plans and policies.

18 The staff reports, in addition to the recommendations offered by the City Attorney and
19 evidence presented during the February 15, 2017 hearing, conclude that each element of LVMC
20 19.16.030(I) was satisfied by Seventy Acres, LLC's application for general plan amendment:
21 GPA-62387. Staff concluded, along with other testimony presented, that the proposed
22 development for "Area 1," namely its density and intensity, was compatible with surrounding
23 properties, including the existing adjacent One Queensridge Place condominium development to
24 the north. (ROR 23394-97; 23517-20; 17236-46; 17260-61.) Specifically, the staff 's research
25 confirmed that "[t]he project is designed to provide increased density while minimizing impacts
26 to neighboring properties through the use of podium-wrapped construction method, thereby
27 increasing the amount of open space and amenities offered on the property. (ROR 17260.) The
28 Staff also concluded that zoning designations allowed by the proposed amendment for medium
density are compatible with existing zoning, which already allows for multi-family residences.
(ROR 23394-97; 23517-20; 17236-46; 17260-61.) Staff also outlined for the City Council that
there exists adequate transportation and utilities for the development, namely, that the proposed
development is located at the intersection of two primary arterial roadways and is adjacent to
multi-family residential to the west, a hotel casino to the north, general commercial development

1 to the northeast, and limited commercial to the east. (ROR 17260-61.) And lastly, Mr. Perrigo
2 stated on the record that the “development as proposed would be consistent with goals,
3 objectives, and policies of the Las Vegas 2020 Master Plan that call for walkable communities,
4 access to transit options, access to recreational opportunities and urban hubs.” (*Id.*)

5 The detailed staff report, with its recommendation for approval was substantial evidence
6 to support the approval of the applications. *City Council of City of Reno v. Travelers Hotel, Ltd.*,
7 100 Nev. 436, 438-39, 683 P.2d 960, 961 (1984). The findings and recommendations of the
8 Planning Commission also constituted substantial evidence to support the Council’s approval.
9 *See City of Henderson v. Henderson Auto Wrecking, Inc.*, 77 Nev. 118, 122, 359 P.2d 743, 744
10 (1961).

11 Although City Staff’s written report submitted in connection with the February 15, 2017-
12 City Council meeting appears to suggest that approval is contingent upon a major modification,
13 ROR 11242-43, the City Attorney clarified that ambiguity and recommended that no major
14 modification was needed. (ROR 17266.) Entertaining such interpretations of the code from
15 various staff members, the City Council exercised its discretion and provided more weight to its
16 City Attorney’s recommendation. Reliance on such interpretation and recommendation does not
17 amount to a manifest abuse of discretion when the Council approved the general plan
18 amendment absent a major modification.

19 In short, the recommendations of City Staff, proceedings before the Planning
20 Commission and the extensive public hearing provided substantial evidence to support the
21 approval of the general plan amendment.

22
23 **2. The Council relied on substantial evidence when it approved Seventy Acres, LLC’s application for a Rezoning of the subject 17.49 acres.**

24 LVMC 19.16.090(L) identifies the criteria for evaluating an application for a rezoning:

25 In order to approve a proposed rezoning, the Planning
26 Commission or City Council must determine that:

- 27 (1) The proposal conforms to the General Plan;

28

1 (2) The uses which would be allowed on the subject property
2 by approving the rezoning will be compatible with the surrounding
3 land uses and zoning districts;

4 (3) Growth and development factors in the community indicate
5 the need for or appropriateness of the rezoning; and

6 (4) Street or highway facilities providing access to the property
7 are or will be adequate in size to meet the requirements of the
8 proposed zoning district.

9 The staff report concluded that each element of LVMC 19.16.090(L) was satisfied in this
10 matter. (ROR 11243-44.) Staff concluded that the proposed development of 435 units on the
11 17.49 acres was compatible with the adjacent One Queensridge Place Towers and surrounding
12 development in the area. (ROR 11243.) The report also include that the proposed development
13 was allowed and substantially conformed to Tile 19 requirements, and that the physical features
14 of the development were likewise compatible when compared to surrounding development.
15 (ROR 11244.) The staff additionally reported that the golf course is not feasible in the future, and
16 that elevated residential density is an appropriate reuse of the site given its location at a major
17 intersection, current market conditions and proximity to nearby services. (*Id.*) Lastly, the staff
18 also reported that traffic conditions would not be materially impacted, as both Alta Drive and
19 Rampart Boulevard are of adequate size to maintain the additional residents. (*Id.*)

20 The City Council also received extensive evidence at the public hearing. The Council
21 received evidence that the property surrounding the subject parcel had existing commercial and
22 multi-residential uses compatible with the proposed project. (ROR 17260-61, 23394-97.) The
23 Council also received evidence regarding the roadways, and its impact on nearby communities,
24 and whether the rezoning to R-3 (medium density up to 24.9 unit per acre) was equally
25 compatible to nearby units. (ROR 17236-38.) The Council received substantial evidence to
26 support the approval of the rezoning application from R-PD7 to R-3.

27 **3. The Council received substantial evidence when it approved Seventy**
28 **Acres, LLC's application for a Site Development Review concerning**
the 17.49 acres.

LVMC 19.16.100(E) identifies the criteria for evaluating an application for a site
development review plan:

1 The review of Site Development Plans is intended to ensure
2 that:

3 (1) The proposed development is compatible
4 with adjacent development and development in the area;

5 (2) The proposed development is consistent with the General
6 Plan, this Title and other duly-adopted City plans, policies and
7 standards;

8 (3) Site access and circulation do not negatively impact
9 adjacent roadways or neighborhood traffic;

10 (4) Building and landscape materials are appropriate for the
11 area and for the City;

12 (5) Building elevations, design characteristics and other
13 architectural and aesthetic features are not unsightly, undesirable
14 or obnoxious in appearance; create an orderly and aesthetically
15 pleasing environment; and are harmonious and compatible with
16 development in the area; and

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

19 The staff report similarly concluded that each element of LVMC 19.16.100(E) was
20 satisfied in this matter. Similarly, staff reported and found that the proposed development would
21 be located adjacent to an establish multi-family condominium development with comparable
22 density. (ROR 11244.) The proposed design of the subject towers is consistent with the city's
23 master plan and Title 19 requirements, and would have no (significant) negative traffic
24 implications throughout the neighborhood and surrounding community, in that both Alta Drive
25 and Rampart Boulevard are major roadways that could sustain the additional travelers. (ROR
26 11244.) Specifically, the report concluded that "Alta Drive is currently at about 39 percent of
27 capacity and Rampart Boulevard is at about 88 percent of capacity. After this project, Alta Drive
28 is expected to be at about 53 percent of capacity and Rampart Boulevard to be at about 97
29 percent of capacity." (*Id.*) The City Council also received extensive evidence at the public
30 hearing. (ROR 17242-44.)

31 In short, the staff report, proceedings before the Planning Commission and the extensive
32 public hearing provided substantial evidence to support the approval of the site development
33 review plan.

1 **4. The Council was not required to approve a Major Modification of the**
2 **Peccole Ranch Master Plan to approve the subject applications.**

3 Petitioners base the bulk of their challenge to the argument that a Major Modification to
4 the Peccole Ranch Master Plan was required to approve the subject applications. This argument
5 ignores the express language of the Unified Development Code (“UDC”) and the City’s
6 reasonable interpretation of its own code. Pursuant to UDC 19.10.040, a Major Modification is
7 only required for property located within a Planned Development District—property subject to a
8 Master Development Plan and Development Standards adopted pursuant to UDC 19.10.040(F).
9 Peccole Ranch is not a Planned Development District as defined in UDC 19.10.040 and a Major
10 Modification was not required to approve the subject applications.

11 UDC 19.10.040 creates a zoning classification denominated the Planned Development
12 District. The intent of the Planned Development District is:

13 The intent of the Planned Development (PD) District is to
14 permit and encourage comprehensively planned developments
15 whose purpose is redevelopment, economic development, cultural
 enrichment or to provide a single-purpose or multi-use planned
 development.

16 According to UDC 19.10.040(F), “the City Council shall adopt a Master Development Plan and
17 Development Standards, which will thereafter govern the development of property within the
18 District.” Any deviation from the Master Development Plan and Development Standards may
19 only be made after the approval of a major or minor modification. UDC 19.10.040(G).

20 As the City Attorney pointed out at the February 15, 2017-City Council meeting, the
21 subject property is not in a Planned Development District subject to the Major Modification
22 requirement. (ROR 17266.) The Land Use Neighborhood Preservation Element of the City of
23 Las Vegas 2020 Master Plan provides:

24 Special area plans in which a Major Modification is required to
25 change a land use designation include the following:

26 Grand Canyon Village	Lone Mountain West
Grand Teton Village	Las Vegas Medical District
27 Cliff’s Edge/Providence	Kyle Canyon Gateway
Lone Mountain	Summerlin
28 Town Center	

1 The subject property is not located in any of the projects listed as special areas.

2 Since Peccole Ranch is not a Planned Development District subject to UDC 19.10.040, a
3 Major Modification was not required to approve the subject applications. Although Petitioners
4 argued a different interpretation before the City Council, the City Attorney advised the Council
5 that a Major Modification was not necessary. The City Council adopted the City Attorney's
6 interpretation of the City's land use laws and approved the applications without a Major
7 Modification. In *Boulder City v. Cinnamon Hills Associates*, 110 Nev. 238, 247, 871 P.2d 320,
8 326 (1994), the Nevada Supreme Court stated "[a city's] interpretation of its own land use laws
9 is cloaked with a presumption of validity and will not be disturbed absent a manifest abuse of
10 discretion."

11 The City Council's interpretation of its own code, buttressed by the opinion of the City
12 Attorney is not a "manifest abuse of discretion" and must be accepted by the Court. The City
13 Council was not required to approve a Major Modification of the Peccole Ranch Master Plan to
14 approve the subject applications.

15 V.

16 CONCLUSION

17 The Las Vegas City Council received substantial evidence supporting Seventy Acres,
18 LLC's applications. Though Petitioners presented conflicting evidence, the Council exercised its
19 discretion and approved the applications.

20 The situations presented in this case are analogous to that in *Clark County Liquor &*
21 *Gaming Licensing Board v. Simon & Tucker, Inc.*, 106 Nev. 96, 97-98, 787 P.2d 782, 783
22 (1990). The *Simon & Tucker* Court stated:

23 In reviewing the Board's decision for an abuse of
24 discretion, we must determine whether substantial evidence
25 supported its decision to deny the gaming licenses to Simon &
26 Tucker. *Public Serv. Comm'n v. Continental Tel. Co.*, 94 Nev. 345,
27 348, 580 P.2d 467, 468-469 (1978). Evidence in the record
28 indicates that the Board believed granting the licenses to be
contrary to the public interest given the proximity to a school, the
increase in pedestrian and vehicular traffic that gaming would
bring, the fact that all exits from the gaming premises led to a
school zone, and the fact that the intersection between the gaming
premises and the school was uncontrolled.

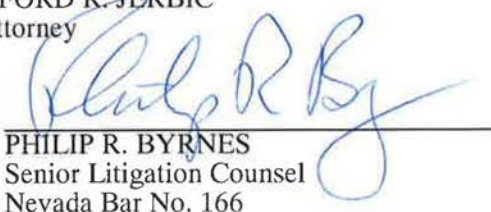
1 Simon & Tucker argues that the court was presented with
2 evidence to the contrary, which showed that granting the gaming
3 licenses would in fact be beneficial to the public interest. However,
4 just because there was conflicting evidence does not compel
5 interference with the Board's decision so long as the decision was
6 supported by substantial evidence. *O'Donnell v. Buhl*, 75 Idaho 34,
266 P.2d 668, 669 (1954). It is not the place of the court to
substitute its judgment for that of the Board as to the weight of the
evidence. *Gandy v. State ex rel. Div. Investigation*, 96 Nev. 281,
282, 607 P.2d 581, 582-583 (1980).

7 As in *Simon & Tucker*, the City Council received conflicting evidence supporting and
8 opposing the applications. Their approval, however, was supported by substantial evidence. The
9 Court may not reweigh the evidence or substitute its judgment for that of the Council's. Instead,
10 it must affirm the decision of the City Council.

11 DATED this 23RD day of October, 2017.

12 BRADFORD R. JERBIC
13 City Attorney

14 By:


15 PHILIP R. BYRNES
16 Senior Litigation Counsel
17 Nevada Bar No. 166
18 ELIAS P. GEORGE
19 Deputy City Attorney
20 Nevada Bar No. 12379
21 495 South Main Street, Sixth Floor
22 Las Vegas, NV 89101
23 Attorneys for CITY OF LAS VEGAS
24
25
26
27
28

1 CERTIFICATE OF SERVICE

2 I hereby certify that on October 23, 2017, I served a true and correct copy of the
3 foregoing RESPONDENT CITY OF LAS VEGAS' ANSWERING BRIEF through the
4 electronic filing system of the Eighth Judicial District Court of the State of Nevada, pursuant to
5 Nevada Electronic Filing and Conversion Rules, (or, if necessary, by United States Mail at Las
6 Vegas, Nevada, postage fully prepaid) upon the following:

7 Todd L. Bice, Esq.
8 PISANELLI BICE, PLLC
9 400 South Seventh Street, #300
Las Vegas, NV 89101
Attorneys for Petitioners

Christopher L. Kaempfer, Esq.
KAEMPFER CROWELL
1980 Festival Plaza Drive, #650
Las Vegas, NV 89135
Attorneys for Defendant SEVENTY ACRES, LLC

10
11 Cindy Kelly
12 AN EMPLOYEE OF THE CITY OF LAS VEGAS
13
14
15
16
17
18
19
20
21
22
23
24
25
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Exhibit 44

39
RPTT: Exempt 8
APN: 138-31-212-002
138-31-312-001
138-31-312-002
138-31-418-001
138-31-610-002

20050414-0002951

Fee: \$18.00 RPTT: EX#008
N/C Fee: \$25.00

04/14/2005 13:59:00
T20050068007

Requestor:
STEWART TITLE OF NEVADA

Frances Deane JSB
Clark County Recorder Pgs: 5

RECORDING REQUESTED BY STEWART TITLE
AND WHEN RECORDED MAIL TO:

Fore Stars, Ltd.
851 S. Rampart Blvd., Suite 220
Las Vegas, Nevada 89145
Attention: Larry A. Miller



MAIL TAX STATEMENTS TO:

Same as above.

GRANT, BARGAIN AND SALE DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **PECCOLE 1982 TRUST, DATED FEBRUARY 15, 1982**, as to an undivided Forty Five percent (45%) interest and **WILLIAM PETER AND WANDA RUTH PECCOLE FAMILY LIMITED PARTNERSHIP**, as to an undivided Fifty Five percent (55%) interest, whose addresses are 851 S Rampart Blvd., Las Vegas, Nevada 89145, does hereby grant, bargain, sell and convey to **FORE STARS, LTD.**, a Nevada limited liability company, whose address is 851 S. Rampart Blvd., Suite 220, Las Vegas, Nevada 89145, that certain real property in the County of Clark, State of Nevada, more particularly described in Exhibit "1" attached hereto and incorporated herein by this reference.

SUBJECT TO (a) non-delinquent taxes for the fiscal year 2004 - 2005, (b) encumbrances, covenants, conditions, restrictions, reservations, rights-of-way and easements that are validly of record and (c) all matters that would be revealed by an accurate ALTA Survey or physical inspection of the real property.

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Dated as of: April 11, 2005

PECCOLE 1982 TRUST, DATED
FEBRUARY 15, 1982

By: Peccole-Nevada Corporation, Trustee

By: Larry A. Miller
Larry A. Miller, Chief Executive Officer

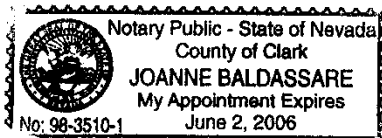
WILLIAM PETER AND WANDA RUTH
PECCOLE FAMILY LIMITED PARTNERSHIP

By: Peccole-Nevada Corporation, General Partner

By: Larry A. Miller
Larry A. Miller, Chief Executive Officer

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

This instrument was acknowledged before me on April 11, 2005, by Larry A. Miller Chief Executive Officer of Peccole-Nevada Corporation, the Trustee of the Peccole 1982 Trust, dated February 15, 1982 and the General Partner of the William Peter and Wanda Ruth Peccole Family Limited Partnership.



Joanne Baldassare
NOTARY PUBLIC
My commission expires: June 2, 2006

EXHIBIT "1"
TO
GRANT BARGAIN SALE DEED
Legal Description

PARCEL I:

Lot FIVE (5) of AMENDED PECCOLE WEST, as shown by map thereof on file in Book 83 of Plats, Page 57, in the Office of the County Recorder of Clark County, Nevada.

AND

Lot TWENTY-ONE (21) of PECCOLE WEST LOT 10, as shown by map thereof on file in Book 83 of Plats, Page 61, in the Office of the County Recorder of Clark County, Nevada.

ASSESSOR'S COPY

001103

RA 00972

29
**STATE OF NEVADA
DECLARATION OF VALUE**

1. Assessor Parcel Number(s):

- a) 138-31-212-002
b) 138-31-312-001
c) 138-31-312-002
d) 138-31-418-001
e) 138-31-610-002

2. Type of Property

- a) ☐ Vacant Land b) ☐ Single Fam. Res.
c) ☐ Condo/Twnhse d) ☐ 2 - 4 Plex
e) ☐ Apartment Bldg. f) ☒ Comm'l / Ind'l
g) ☐ Agricultural h) ☐ Mobile Home
i) ☐ Other: _____

FOR RECORDERS OPTIONAL USE ONLY

Document/Instrument No.: _____
Book: _____ Page: _____
Date of Recording: _____
Notes: _____

3. Total Value / Sales Price of Property _____
Deed in Lieu of Foreclosure Only (value of property) _____
Transfer Tax Value: _____
Real Property Transfer Tax Due: _____

\$ _____
(_____)
\$ _____
\$ Exempt

4. **If Exemption Claimed:**

- a. Transfer Tax Exemption, per NRS 375.090, Section 18
b. Explained Reason for Exemption: transfer to a business entity of which grantor is the 100% owner

5. Partial Interests: Percentage being transferred: _____ %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1 1/2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature: see A attached

Capacity: see A attached

Signature: see B attached

Capacity: see B Attached

SELLER (GRANTOR) INFORMATION
(REQUIRED)

Print Name: see C attached
Address: _____
City: _____
State: _____

BUYER (GRANTEE) INFORMATION
(REQUIRED)

Print Name: Fore Stars, Ltd.
Address: 851 S. Rampart Blvd. #220
City: Las Vegas
State: Nevada Zip: 89145

COMPANY REQUESTING RECORDING (required if not seller or buyer)

Print Name: Stewart Title of Nevada
Address: 3773 Howard Hughes Parkway
City: Las Vegas

Escrow # 405137-LJJ
State: NV Zip: 89109

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED / MICROFILMED)

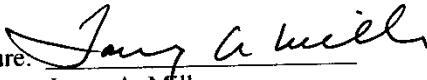
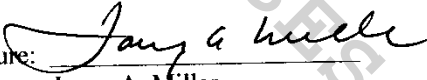
295
001104

RA 00973

STATE OF NEVADA DECLARATION OF VALUE SIGNATURE PAGE

Accessor Parcel Number(s):

- a) 138-31-212-002
- b) 138-31-312-001
- c) 138-31-312-002
- d) 138-31-418-001
- e) 138-31-610-002

- A: Signature:  Capacity: Chief Executive Officer of Peccole-Nevada Corporation, Trustee of the Peccole 1982 Trust dated February 15, 1982 and General Partner of the William Peter and Wanda Ruth Family Limited Partnership
Larry A. Miller
- B: Signature:  Capacity: Chief Executive Officer of Peccole-Nevada Corporation, Manager of Fore Stars, Ltd.
Larry A. Miller
- C. Peccole 1982 Trust dated February 15, 1982
851 S. Rampart Blvd., Suite 220
Las Vegas, Nevada 89145
- William Peter and Wanda Ruth Peccole Family Limited Partnership
851 S. Rampart Blvd., Suite 220
Las Vegas, Nevada 89145

9951

001105

RA 00974

Exhibit 46



Elite Golf Management
9119 Alta Drive
Las Vegas, NV 89145
702.363.0754
Elitegolf.co

To: Mr. Yohan Lowie
Date: December 1st, 2016
Subject: Badlands Golf Club

We would like to thank you for the opportunity to have worked with you at Badlands Golf Club for the past years. Badlands Golf Club has been a special facility for us and you have been a pleasure to work with. Unfortunately, it no longer makes sense for Elite Golf to remain at the facility under our lease agreement.

The golf world continues to struggle and Badlands revenues have continued to decrease over the years. This year we will finish 40% less in revenue than 2015 and 2015 was already 20% down from 2014. At that rate, we cannot continue to sustain the property where it makes financial sense for us to stay. Even with your generosity of the possibility of staying with no rent, we do not see how we can continue forward without losing a substantial sum of money over the next year. The possibility of staying rent free was enticing and we apologize if our email to customers about staying may have caused any issues for you, but after full consideration of our current financial status at Badlands, we came to the conclusion that we just could not afford to stay any longer.

We have enjoyed our time at Badlands and will truly miss the facility. We wish you the best on your future endeavors with the facility. If we can be of any help in the future, please feel free to contact me at any time.

Best regards,

Keith Flatt
Chief Executive Officer

Elite Golf Management
9119 Alta Drive
Las Vegas, NV 89145



001108
RA 00976

Exhibit 48

DECLARATION OF CHRISTOPHER L. KAEMPFER

I, Christopher L. Kaempfer, declare under penalty of perjury that the following is correct:

1. I am an attorney licensed to practice law in both California and Nevada.
2. I have been licensed to practice law in California since 1975 and in Nevada since 1976.
3. Since 1978, the principal area of my practice in the State of Nevada has been governmental affairs with an emphasis on land use and zoning.
4. Over the past 40 plus years, I have represented, and secured zoning for, a wide variety of developments, including various hotel/resorts, athletic stadiums and arenas, commercial developments of all kinds and sizes, school sites, and numerous single family and multifamily residential developments, including several master planned residential communities such as Southern Highlands and Rhodes Ranch.
5. My wife and I have resided in the Queensridge residential community since 2009.
6. In the summer of 2015, I was contacted by Jay Brown, Esq. on behalf of the landowner to ascertain whether I would be willing to assist in a high end residential development on what was then the Badlands Golf Course ("Badlands"). Since I live on the Badlands, any development of that property for other than a golf course was obviously very important and very personal to me.
7. Before I would agree to assist in any development of the Badlands, it was important for me to ascertain what development rights, if any, actually existed on the Badlands. In this regard, I checked the Clark County website for the zoning of the Badlands and discovered that the property is zoned "Residential Planned Development District (R-PD7)." I was provided with, and reviewed, a copy of a zoning letter provided to the landowner by the City of Las Vegas confirming this R-PD7 zoning on the Badlands. I checked with Peter Lowenstein of the City of Las Vegas Planning Department who advised me that the Badlands could be developed in accordance with the R-PD7 zoning. Later, in a meeting with then City Attorney, Brad Jerbic, I was informed that the City of Las Vegas would "honor the zoning letter" provided to the landowner by the City of Las Vegas.
8. Based on the above, and the fact that the landowner was proposing an overall density on the vast majority of the Badlands well below the existing and allowed R-PD7 zoning, I agreed to assist in the representation of the Badlands development.

9. An important step in any development, especially one where you anticipate some neighborhood pushback, is to conduct detailed neighborhood meetings designed to both inform neighbors of any proposed plan(s) and to seek neighborhood input. At the same time, it is important to meet regularly with City representatives (or County representatives depending on the jurisdiction in which your proposed development is located) to gain their knowledge and perspectives. At the conclusion of both of these tasks are the public hearings. The information contained in the following paragraphs is given to the best of my knowledge.
10. Between February, 2016 and April, 2017, I participated in a series of neighborhood meetings to discuss the landowner's proposed plan(s) and to secure neighborhood input—and hopefully some neighborhood support—for the proposed development. Some of those meetings were smaller meetings designed to discuss potential impacts on different portions of the Badlands community. For example, several meetings were held at the Badlands' clubhouse, the Queensridge Towers and at neighborhood homes. Additionally, there was one large meeting held for the entire community at the Sun Coast Hotel on October 7, 2016.
11. Between February, 2016 and July, 2017, I attended no less than seventeen (17) meetings with Planning Department representatives and/or representatives of the City Attorney's office to discuss, among other things, the creation of a Development Agreement to cover the development of the entire Badlands. These 17 meetings do not include the numerous telephone calls with, and e-mail exchanges between, City representatives and me. These discussions as to an overall Development Agreement for Badlands were a consequence of, and were necessitated by, public and private comments made to me by both elected and non-elected officials that they wanted to see a plan—via a Development Agreement—for the development of the entire Badlands and not just portions of it.
12. The above being said, it became clear that despite our best efforts, and despite the merits of our application(s), no Development Agreement was going to be approved by the City of Las Vegas unless virtually all of the Badlands neighborhood supported such a Development Agreement; and it was equally clear that this neighborhood support was not going to be achieved because, as the leader of the neighborhood opposition exclaimed to me and others, "I would rather see the golf course a desert than a single home built on it."
13. This expression essentially of we either get an approved Development Agreement for the entirety of the Badlands or we get nothing is borne out by the fact that every single family residential development proposed by the landowner on portions of the Badlands including the 65 acre property—regardless of the fact that these proposed single family developments conformed completely both to the existing R-PD7 zoning and to the

surrounding residential densities—were all either denied by the Las Vegas City Council or struck prior to consideration.

Executed this 23rd day of November, 2020.



CHRISTOPHER L. KAEMPFER

001163

RA 00981

Exhibit 50

Property Account Inquiry - Summary Screen

[New Search](#)
[Recorder](#)
[Treasurer](#)
[Assessor](#)
[Clark County Home](#)

Parcel ID	138-31-201-005	Tax Year	2021	District	200	Rate	3.2782
-----------	----------------	----------	------	----------	-----	------	--------

Situs Address:	UNASSIGNED SITUS LAS VEGAS
----------------	----------------------------

Legal Description:	ASSESSOR DESCRIPTION: PARCEL MAP FILE 121 PAGE 100 LOT 1
--------------------	--

Status:	Property Characteristics		Property Values		Property Documents	
Active	Tax Cap Increase Pct.	6.7	Land	6260363	2015111600238	11/16/2015
Taxable	Tax Cap Limit Amount	218977.44	Total Assessed Value	6260363		
	Tax Cap Reduction	0.00	Net Assessed Value	6260363		
	Land Use	0-00 Vacant - Single Family Re	Exemption Value New Construction	0		
	Cap Type	OTHER	New Construction - Supp Value	0		
	Acreage	34.0700				
	Exemption Amount	0.00				

Role	Name	Address	Since	To
Owner	180 LAND CO L L C	C/O V DEHART 1215 S FORT APACHE RD #120 , LAS VEGAS, NV 89117 UNITED STATES	6/14/2019	Current

Summary

Item	Amount
Taxes as Assessed	\$205,227.22
Less Cap Reduction	\$0.00
Net Taxes	\$205,227.22

PAST AND CURRENT CHARGES DUE TODAY

Tax Year	Charge Category	Amount Due Today
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 9/2/2020		\$0.00

NEXT INSTALLMENT AMOUNTS

Tax Year	Charge Category	Installment Amount Due
2021	Property Tax Principal	\$51,306.81
NEXT INSTALLMENT DUE AMOUNT due on 10/5/2020		\$51,306.81

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

Tax Year	Charge Category	Remaining Balance Due
2021	Property Tax Principal	\$153,920.43
2021	Las Vegas Artesian Basin	\$0.00
TAX YEAR TOTAL AMOUNTS DUE as of 9/2/2020		\$153,920.43

PAYMENT HISTORY

Last Payment Amount	\$51,309.21
Last Payment Date	8/19/2020

001180

RA 00983

Fiscal Tax Year Payments	\$51,309.21
Prior Calendar Year Payments	\$205,228.96
Current Calendar Year Payments	\$153,922.83

001181

RA 00984

Exhibit 51

[illegible]

Exhibit 52

STATE BOARD OF EQUALIZATION



ASSESSOR VALUATION

Cases: 17- 175, 176, 177

CASE #		17-176		SUBJECT PARCEL INFORMATION						FISCAL YEAR			2017/2018								
APN		138-31-801-002 et all		Location		Charleston and Rampart			Zoning Designation		R-PD7		Vacant		Yes						
Size (acres)		178.27		Gross		178.27		Net		Size (sq ft)		7,765,441		Probable Use		RESIDENTIAL		Offsites		Partial	
General Description		This appeal includes the following parcels that are active for the 17-18 tax year: 138-31-801-002, 138-31-201-005, 138-31-601-008, 138-31-702-003, 138-31-702-004. Approx 26.4% of the gross acreage is in wash. Parcels are located within the former Badlands Golf Course ner the corner of Charleston and Rampart														Density		7 DU/AC			
COMPARABLE LAND SALES GRID																					
Sale No.		1		2		3		4		5		6		7		8					
Parcel #		137-27-717-001		175-01-510-001		176-06-310-001		176-06-814-001		138-19-419-009		164-02-510-003		163-19-111-002		163-19-402-007					
Buyer		RYLAND HOMES NEVADA		Pardee Homes		RICHMOND AMERICAN H		PARDEE HOMES NEVADA		A L F LAND CO L L C		CHARLESTON 215 L L		C R P CALIDA FLAMIN		GRAND CANYON TROPIC					
Seller		HUGHES HOWARD COMP		HUGHES HOWARD COMP		HUGHES HOWARD COMP		HUGHES HOWARD COMP		Crossing Business C		S A V W C L III L L		BURBANK L L C		SOROOSH FARHANG REV					
Date of Sale		5/20/2016		6/7/2016		9/9/2016		10/7/2016		7/13/2016		2/1/2016		3/25/2016		10/7/2016					
Sale Price		\$10,115,200		\$16,872,000		\$15,000,000		\$14,855,550		\$2,212,500		\$16,650,000		\$11,690,000		\$6,100,000					
Cross Streets		Far Hills / Fox Hill		Hualapai / Sunset		Warm Sprin / Ft. Apache		Fort Apach / Warm Sprin		Summerlin / Town Cente		Charleston / Hughes Par		Flamingo / Hualapai		Tropicana / Hualapai					
Acres		18.56		33.44		30.86		30.63		3.53		31.46		11.69		9.22					
\$/Acre		545,000		504,545		486,066		485,000		626,771		529,243		1,000,000		661,605					
Time/Market/Other Adj.*																					
Adjusted \$/Acre		545,000		504,545		486,066		485,000		626,771		529,243		1,000,000		661,605					
Location		Summerlin West		Summerlin South		Summerlin South		Summerlin South		Summerlin East		Summerlin South		Southwest		Southwest					
Zoning/Probable Use		P-C		R2/RH		R-E/MDP		R-E/MDP		P-C		R-U/RM		C-2/CG		R-E/ROI R-5					
Density (maximum)		5.6-12 du/acre		5.6-12 du/acre		5.6-12 du/acre		5.6-12 du/acre		26 du/acre		25 du/acre		25 du/acre		50 du/acre					
Size		18.56 Acres		33.44 Acres		30.86 Acres		30.63 Acres		3.53 Acres		31.46 Acres		11.69 Acres		9.22 Acres					
Shape		Regular		Irregular		Regular		Regular		Regular		Irregular		Regular		Regular					
Topography		Level		Undulating		Level		Level		Level		Undulating		Level		Level					
Access		Typical		Typical		Typical		Typical		Typical		Typical		Typical		Typical					
Offsites		Full		Partial		Partial		Partial		Partial		Partial		Partial		Partial					
Overall Comparison to Subject		SUPERIOR		SIMILAR		SIMILAR		SIMILAR		SUPERIOR		SUPERIOR		SUPERIOR		SUPERIOR					
* Analysis of Market Conditions Adjustment attached.																					
RECONCILIATION																					
INDICATED VALUE RANGE OF COMPARABLES				485,000		TO		1,000,000		PER ACRE											
CURRENT TAXABLE VALUE OF SUBJECT				386,143		PER ACRE		TOTAL TXBL LAND VALUE				68,837,790									
RECOMMEND				386,143		PER ACRE		TOTAL TXBL LAND VALUE				NO CHANGE									
RECONCILIATION COMMENTS				This appeal consists of 5 total parcels with gross acreages of: 11.28, 34.07, 22.19, 76.93, 33.80. For a total of 178.27 acres. Approx. 26.4% of these parcels or about 47.15 acres lie in washes and are not valued, approx. 24% of these parcels lie within the FEMA flood zone. Gross acreage value for these parcels is approx. \$386,143 per acre. Comps 1 thru 4 have similar zoning to the subject's PD-7 with 1 being most similar in location. Comps 5 thru 8 have higher zoning similar to the R-3 zoning approved by the Las Vegas City Council on parcel 138-32-301-005. Based on the information provided recommend no change in value.																	
001185																					

Clark County Assessor's Office

Case #: 17176
180 LAND CO L L C

Subject(s):

S. 138-31-201-005
S2. 138-31-601-008
S3. 138-31-702-003
S4. 138-31-702-004
S5. 138-31-801-002

1:10,000
Date: 8/1/2017

Legend

Subject

Comparable



Aerial Map (NearMap 08/02/2016)

001186

RA 00991

Clark County Assessor's Office

Case #: 17176
180 LAND CO L L C

Subject(s):

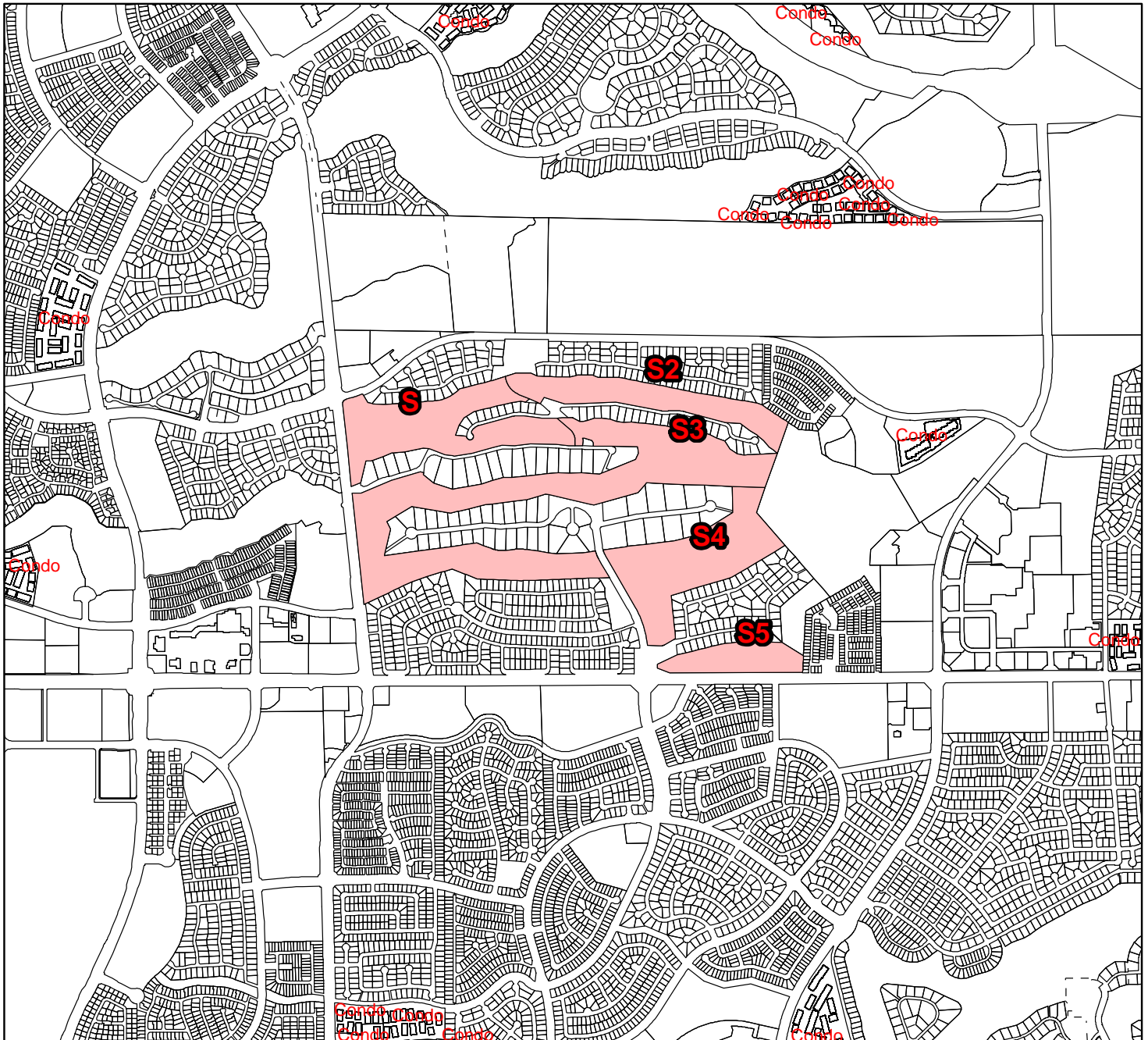
S. 138-31-201-005
S2. 138-31-601-008
S3. 138-31-702-003
S4. 138-31-702-004
S5. 138-31-801-002

1:20,000
Date: 8/1/2017

Legend

Subject

Comparable



Subject Map

001187

RA 00992

Clark County Assessor's Office

Case #: 17176
180 LAND CO L L C

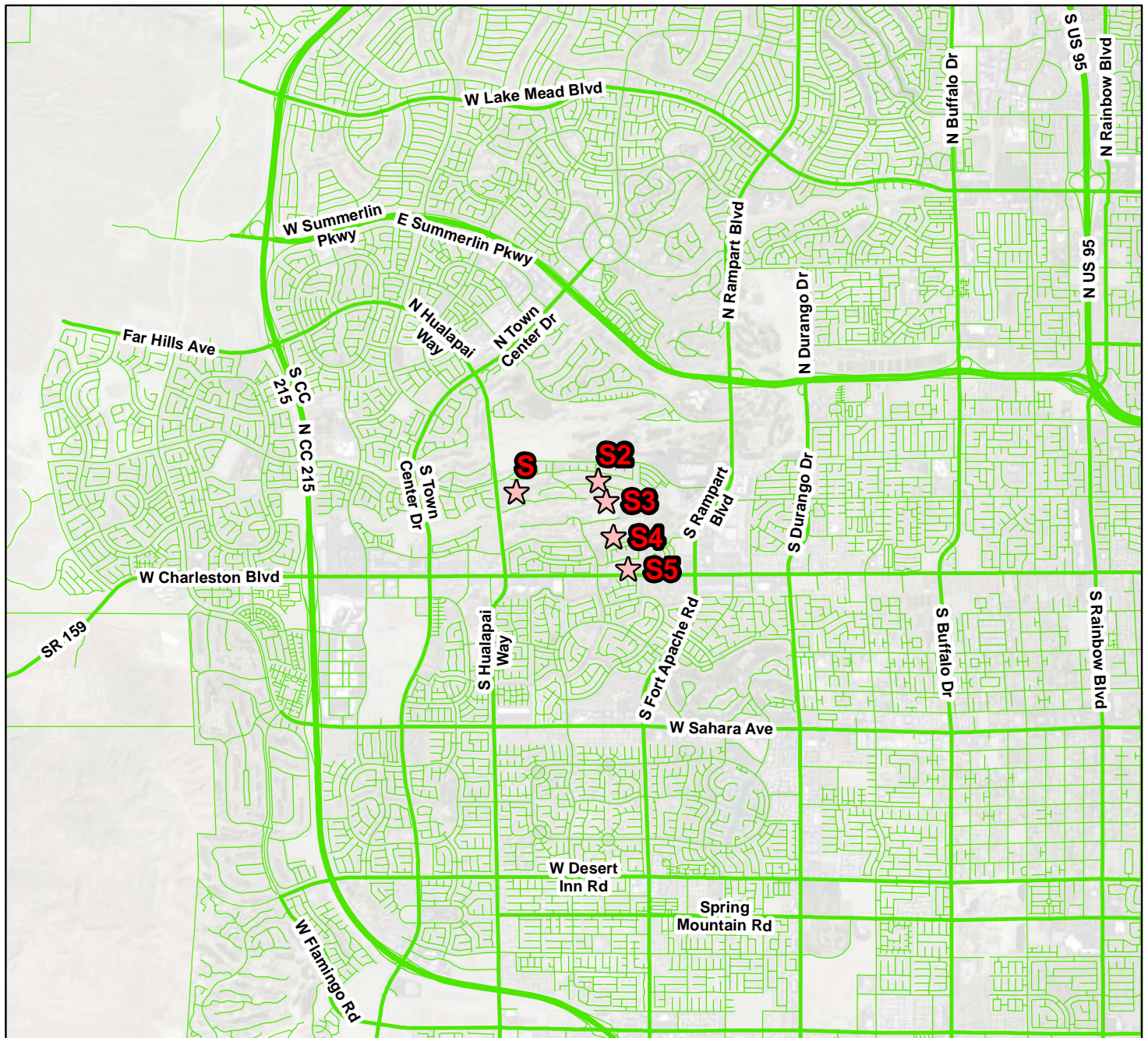
Subject(s):
S. 138-31-201-005
S2. 138-31-601-008
S3. 138-31-702-003
S4. 138-31-702-004
S5. 138-31-801-002

1:60,000
Date: 8/1/2017

Legend

★ Subject

★ Comparable



Vicinity Map

001188

RA 00993

Clark County Assessor's Office

Case #: 17176
180 LAND CO L L C

Subject(s):
S1. 138-31-801-002
S2. 138-31-201-005
S3. 138-31-601-008
S4. 138-31-702-003
S5. 138-31-702-004

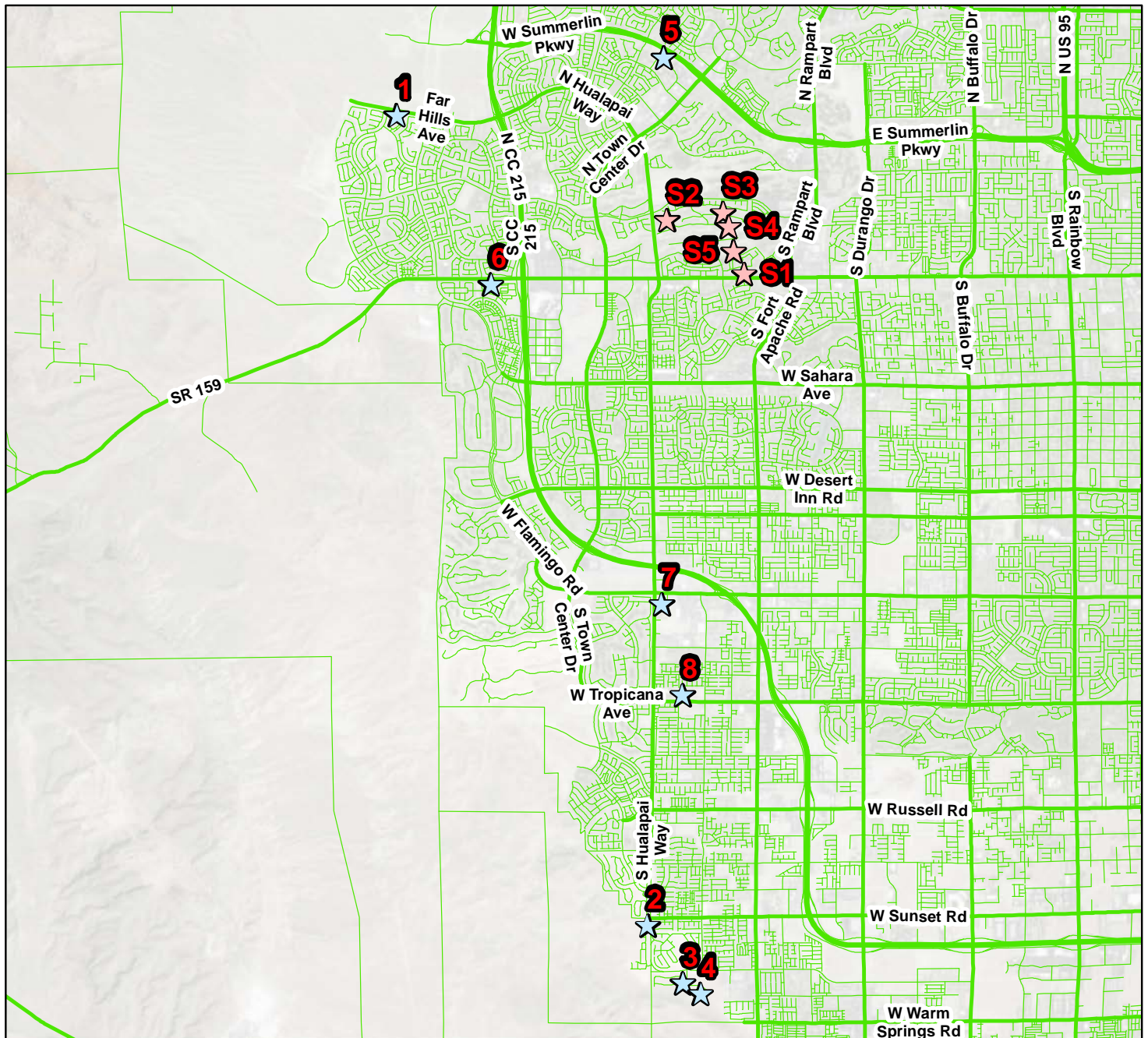
Comparable(s):
1. 137-27-717-002
2. 175-01-512-001
3. 176-06-311-001
4. 176-06-312-001
5. 138-19-419-009
6. 164-02-510-007
7. 163-19-111-002
8. 163-19-402-007

1:86,158
Date: 9/5/2017

Legend

★ Subject

★ Comparable



Vicinity Map

001189

RA 00994

Exhibit 53

CITY COUNCIL MEETING

JUNE 21, 2017

COMBINED VERBATIM TRANSCRIPT – AGENDA ITEMS 82, 130-134

NOTE: This combined verbatim transcript includes Items 82 and 130 through 134, which were heard in the following order: Items 131-134; Item 130; Item 82.

ITEM 82 - NOT TO BE HEARD BEFORE 3:00 P.M. - Bill No. 2017-27 - For possible action - Adopts that certain development agreement entitled “Development Agreement For The Two Fifty,” entered into between the City and 180 Land Co, LLC, et al., pertaining to property generally located at the southwest corner of Alta Drive and Rampart Boulevard. Sponsored by: Councilman Bob Beers

ITEM 130 - NOT TO BE HEARD BEFORE 3:00 P.M. - DIR-70539 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Development Agreement between 180 Land Co, LLC, et al. and the City of Las Vegas on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard (APNs 138-31-201-005; 138-31-601-008; 138-31-702-003 and 004; 138-31-801-002 and 003; 138-32-202-001; and 138-32-301-005 and 007), Ward 2 (Beers) [PRJ-70542]. Staff recommends APPROVAL.

ITEM 131 - NOT TO BE HEARD BEFORE 3:00 P.M. - GPA-68385 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible action on a request for a General Plan Amendment FROM: PR-OS (PARKS/RECREATION/OPEN SPACE) TO: L (LOW DENSITY RESIDENTIAL) on 166.99 acres at the southeast corner of Alta Drive and Hualapai Way (APN 138-31-702-002), Ward 2 (Beers) [PRJ-67184]. Staff has NO RECOMMENDATION. The Planning Commission failed to obtain a supermajority vote which is tantamount to DENIAL.

CITY COUNCIL MEETING

JUNE 21, 2017

COMBINED VERBATIM TRANSCRIPT – AGENDA ITEMS 82, 130-134

24 **ITEM 132 - NOT TO BE HEARD BEFORE 3:00 P.M. - WVR-68480 - ABEYANCE ITEM**
25 **- WAIVER RELATED TO GPA-68385 - PUBLIC HEARING - APPLICANT/OWNER: 180**
26 **LAND COMPANY, LLC - For possible action on a request for a Waiver TO ALLOW 32-**
27 **FOOT PRIVATE STREETS WITH A SIDEWALK ON ONE SIDE WHERE 47-FOOT**
28 **PRIVATE STREETS WITH SIDEWALKS ON BOTH SIDES ARE REQUIRED WITHIN**
29 **A PROPOSED GATED RESIDENTIAL DEVELOPMENT on 34.07 acres at the southeast**
30 **corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file**
31 **at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7**
32 **(Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184].**
33 **The Planning Commission (4-2 vote) and Staff recommend APPROVAL.**
34 **ITEM 133 - NOT TO BE HEARD BEFORE 3:00 P.M. - SDR-68481 - ABEYANCE ITEM -**
35 **SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-68385 AND WVR-68480 -**
36 **PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC - For possible**
37 **action on a request for a Site Development Plan Review FOR A PROPOSED 61-LOT**
38 **SINGLE FAMILY RESIDENTIAL DEVELOPMENT on 34.07 acres at the southeast**
39 **corner of Alta Drive and Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file**
40 **at the Clark County Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7**
41 **(Residential Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184].**
42 **The Planning Commission (4-2 vote) and Staff recommend APPROVAL.**
43 **ITEM 134 - NOT TO BE HEARD BEFORE 3:00 P.M. - TMP-68482 - ABEYANCE ITEM -**
44 **TENTATIVE MAP RELATED TO GPA-68385, WVR-68480 AND SDR-68481 - PARCEL 1**
45 **@ THE 180 - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND COMPANY, LLC**
46 **- For possible action on a request for a Tentative Map FOR A 61-LOT SINGLE FAMILY**
47 **RESIDENTIAL SUBDIVISION on 34.07 acres at the southeast corner of Alta Drive and**
48 **Hualapai Way (Lot 1 in File 121, Page 100 of Parcel Maps on file at the Clark County**
49 **Recorder's Office; formerly a portion of APN 138-31-702-002), R-PD7 (Residential**
50 **Planned Development - 7 Units per Acre) Zone, Ward 2 (Beers) [PRJ-67184]. The Planning**
51 **Commission (4-2 vote) and Staff recommend APPROVAL.**

CITY COUNCIL MEETING

JUNE 21, 2017

COMBINED VERBATIM TRANSCRIPT – AGENDA ITEMS 82, 130-134

52 **Appearance List – Items 131-134:**

53 CAROLYN GOODMAN, Mayor
54 BRAD JERBIC, City Attorney
55 BOB COFFIN, Councilman
56 TODD BICE, Legal Counsel for the Queensridge Homeowners
57 STEPHANIE ALLEN, Legal Counsel for the Applicant
58 FRANK SCHRECK, Queensridge resident
59 CHRIS KAEMPFER, Legal Counsel for the Applicant
60 TOM PERRIGO, Planning Director
61 GEORGE C. SCOTT WALLACE
62 LILIAN MANDEL, Fairway Pointe resident
63 DAN OMERZA, Queensridge resident
64 TRESSA STEVENS HADDOCK, Queensridge resident
65 NGAI PINDELL, William S. Boyd School of Law
66 DOUG RANKIN, 1055 Whitney Ranch Drive
67 LOIS TARKANIAN, Councilwoman
68 GEORGE GARCIA, 1055 Whitney Ranch Drive
69 MICHAEL BUCKLEY, on behalf of Frank and Jill Fertitta Family Trust
70 STAVROS ANTHONY, Councilman
71 SHAUNA HUGHES, on behalf of the Queensridge homeowners
72 HERMAN AHLERS, Queensridge resident
73 BOB PECCOLE, on behalf of Appellants in the Nevada Supreme Court
74 DALE ROESSNER, Queensridge resident
75 ANNE SMITH, Queensridge resident
76 KARA KELLEY, Queensridge resident
77 PAUL LARSEN, Queensridge resident
78 LARRY SADOFF, Queensridge resident
79 LUCILLE MONGELLI, Queensridge resident

CITY COUNCIL MEETING

JUNE 21, 2017

COMBINED VERBATIM TRANSCRIPT – AGENDA ITEMS 82, 130-134

80 **Appearance List continued – Items 131-134:**

81 RICK KOSS, St. Michelle resident
82 HOWARD PEARLMAN
83 SALLY JOHNSON-BIGLER, Queensridge resident
84 DAVID MASON, Queensridge resident
85 TERRY MURPHY, on behalf of the Frank and Jill Fertitta Trust
86 ELAINE WENGER-ROESSNER
87 TALI LOWIE, Queensridge resident
88 JAMES JIMMERSON, Legal Counsel for the Applicant
89 YOHAN LOWIE, Applicant/Owner
90 RICKI BARLOW, Councilman
91 BOB BEERS, Councilman

92

93

94 **Appearance List – Item 130:**

95 CAROLYN GOODMAN, Mayor
96 BRAD JERBIC, City Attorney
97 LOIS TARKANIAN, Councilman
98 CHRIS KAEMPFER, Legal Counsel for the Applicant
99 YOHAN LOWIE, Applicant/Owner
100 BOB COFFIN, Councilman
101 JAMES JIMMERSON, Legal Counsel for the Applicant
102 STEVEN D. ROSS, Councilman
103 STEPHANIE ALLEN, Legal Counsel for the Applicant

CITY COUNCIL MEETING

JUNE 21, 2017

COMBINED VERBATIM TRANSCRIPT – AGENDA ITEMS 82, 130-134

104 **Appearance List – Item 82:**

105 CAROLYN GOODMAN, Mayor

106 BRAD JERBIC, City Attorney

107 CHRIS KAEMPFER, Legal Counsel for the Applicant

108 STEVEN D. ROSS, Councilman

109 STEPHANIE ALLEN, Legal Counsel for the Applicant

110

111

112

113 In the order noted above:

114 **Items 131-134**

115 (7:29:35 – 10:27:00) [2 hours, 58 minutes, 35 seconds]

116 **Item 130**

117 (10:27:00 – 10:48:47) [21 minutes, 47 seconds]

118 **Item 82**

119 (10:48:47 – 10:51:57) [3 minutes, 10 seconds]

120

121 Typed by: Speechpad.com

122 Proofed by: Arlene Coleman

CITY COUNCIL MEETING

JUNE 21, 2017

COMBINED VERBATIM TRANSCRIPT – AGENDA ITEMS 82, 130-134

ITEMS 131-134

MAYOR GOODMAN

Alright, we're on to Agenda Item 130.

BRAD JERBIC

Your Honor, if I could interrupt for a moment.

MAYOR GOODMAN

Okay. Hold on one second until I've got everybody here. Okay. We have to have – excuse me.

COUNCILMAN COFFIN

Well, I can hear it.

MAYOR GOODMAN

You can hear it as you walk in back?

COUNCILMAN COFFIN

Yes, I can hear it.

MAYOR GOODMAN

Okay. Wait. They're still talking. Okay, Mr. Jerbic.

BRAD JERBIC

Thank you. As I indicated earlier, I have a recommendation on 130 and Item 82, which are kind of companion items. But I've been in contact with the developer's attorney, and I believe it would be in the interest of the Council to hear four other items before you hear the Development Agreement for Badlands. There happen to be four other items that are not related to the Development Agreement, they are standalone items: Items 131, 132, 133 and 134, that all relate

CITY COUNCIL MEETING

JUNE 21, 2017

COMBINED VERBATIM TRANSCRIPT – AGENDA ITEMS 82, 130-134

151 to a request for 61 individual home sites on the property known as Badlands. I would ask that
152 you at this time call 131 through 134 and hold that hearing before we discuss Item 130.

153

154 **MAYOR GOODMAN**

155 And when do we get to 82?

156

157 **BRAD JERBIC**

158 After you vote on 131 through 134 -

159

160 **MAYOR GOODMAN**

161 Okay.

162

163 **BRAD JERBIC**

164 We'll hear –

165

166 **MAYOR GOODMAN**

167 Okay. So 131 through – okay, 131 through 134.

168

169 **BRAD JERBIC**

170 That's correct.

171

172 **MAYOR GOODMAN**

173 Then back to 130, then to 82.

174

175 **BRAD JERBIC**

176 That's correct. Okay. So I will read –

CITY COUNCIL MEETING

JUNE 21, 2017

COMBINED VERBATIM TRANSCRIPT – AGENDA ITEMS 82, 130-134

177 **TODD BICE**

178 We'd like to be heard on this abeyance issue.

179

180 **BRAD JERBIC**

181 We haven't gotten to that yet, Mr. Bice.

182

183 **MAYOR GOODMAN**

184 What abeyance issue?

185

186 **TODD BICE**

187 I think the problem with that is, is that -

188

189 **MAYOR GOODMAN**

190 You want to go to the microphone? Please.

191

192 **TODD BICE**

193 My apologies.

194

195 **MAYOR GOODMAN**

196 And then who are you, please, for the record.

197

198 **TODD BICE**

199 Todd Bice. My address is 400 South 7th Street. We don't believe that it's accurate to say that
200 these items are unrelated to Item 82 and Item 130, which pertain to the Development Agreement.

201 This is all part and parcel of the same development.

202 I do agree with the City Attorney that the Development Agreement, quite frankly, has to be held.

203 We dispute that it is even properly on this agenda. But nonetheless, with respect to that item,

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204 these other items are – the City is allowing the developer to submit competing items. These are
205 competing with that, and you don't allow any other developer to do that.

206 So, with all due respect, not only does that Development Agreement need to be held, which
207 applies to this same property, so do these items. Otherwise, you're allowing competing items to
208 be put on the agenda, or you then turn around and you're allowing this sort of piecemeal
209 development, where well, we'll consider this application, we'll consider that application, we
210 won't consider others. That is, again, inconsistent with everything you do for every other
211 developer. It's just simply not consistent with your conduct on everyone else.

212 So we ask that if you're, that all these items should be considered together and they should all be
213 held. Just because, as I agree with the City Attorney, the Development Agreement has to be held.
214 So that's our position. I thank you.

215

216 **STEPHANIE ALLEN**

217 Your Honor, members of the Council, Stephanie Allen here on behalf of the applicant for all of
218 the items listed. The reason we prefer to hear the former items rather than the earlier items is to
219 avoid, basically, a multiple-hour discussion on the abeyance issue. We've had 19 abeyances up
220 'til today's date. We've been going at this for two years.

221 So we'd very much appreciate your consideration on the items that have been on the agenda.
222 They were held intentionally so that the holistic project could catch up to them and you'd have
223 them both on your agenda, with the idea that one of them would be withdrawn. To the extent the
224 Development Agreement is going to be held tonight, we'd very much appreciate your
225 consideration on those items that have been held in abeyance.

226

227 **MAYOR GOODMAN**

228 Okay. So returning back, as stated.

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229 **BRAD JERBIC**

230 Again, I believe the request for the applicant is to have 131 through 134 heard first. Mr. Bice, let
231 me ask you a question. I assume you intend to ask for an abeyance on 131 through 134. And my
232 question to you is: Do you want to make that case right now, or do you want to make it after the
233 developer does their presentation?

234

235 **TODD BICE**

236 No. I think they need to be held in an abeyance just like the – you can't, with all due respect, I
237 don't believe it's appropriate to separate the Development Agreement aspect out of these
238 applications and say, well, let's consider that after the fact. That's an admission by the developer
239 that he's trying to use one as a bargaining chip for the other to try and offer up inconsistent
240 positions. That's not the purpose of a planning meeting for the City Council. We have simply
241 made the point all along. They've brought this Development Agreement forward. The
242 Development Agreement governs the entire project. It has to be held in abeyance.
243 This attempt to thread – spot zone isn't the right terminology, but it's the equivalent of
244 piecemealing a project by these individual applications, which are then, in fact, in competition
245 and in conflict with the very application for the Development Agreement, that the developer has
246 proposed and sought an approval of from the Planning Commission. It's just simply not the way
247 in which the City has done business for anyone else, and it's inconsistent with the City Code.
248 So yes, we ask right now all of these items be held in abeyance until the Development
249 Agreement is considered, because that's ultimately what overrides all of this.

250 I thank you. Go ahead.

251

252 **FRANK SCHRECK**

253 Frank Schreck, 9824 Winter Palace. This item has been held three times. It's been held at the
254 request of the City. It's been held at the request of the City and then the request of the developer.
255 It was held four months in a row – April, March, April and May. Or no, I guess April, May and
256 June at the request of the City and a request of the developer. We were all here, but those were

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held in abeyance. We've asked to have this held in abeyance, because it conflicts, you know, with the Development Agreement which covers the same land.

So now you're piecemealing it and doing this now. What are you going to approve when you approve a development agreement later? They already have this already approved. It's inconsistent. They shouldn't be on the same agenda, as Todd said, and the three continuances were asked by them and the City, not us.

CHRIS KAEMPFER

First of all, Your Honor, may I respond to those comments and actually those of Mr. Bice? It is not fair to say that considerations like this have never been granted to any other developer in the history of the City of Las Vegas. I have been around for a lot of years, and I can tell you considerations are granted when it's fair and when it's right. The application that is before you now, the first is (sic) the applications 131 through 134. Those are the applications that in due course are said here.

Now, were they delayed at the request of the City a couple of times? Yes. And then the other one, the neighbors suggested to us that they should be delayed, and we said okay. So it was our request working with the neighborhood to delay it. But we are entitled to be heard on an application that staff is recommending approval on, that the Planning Commission recommended approval on and that conforms to every standard of zoning practice in the City of Las Vegas. We're saying if this item is heard and approved, then the holding of the other item and working with that to get that thing resolved would then handle the whole thing. But right now, we would like to proceed with an application that has been noticed properly for this hearing now.

MAYOR GOODMAN

Well, what I'm going to do is I'm going to do as our attorney has suggested. I am going to read Items 131 through 134, because you will understand as we get to the commentary at the end of that, then I will read 130, and then we'll go back to Agenda Item whatever that is, 82.

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So 131, GPA-68385, on a request for a General Plan Amendment from PR-OS (Parks/Recreation/Open Space) to L (Low Density Residential) on 166.99 acres at the southeast corner of Alta and Hualapai Way.

Agenda Item 132, WVR-68480, on a request for a waiver to allow 32-foot private streets with a sidewalk on one side where 47-foot private streets with sidewalks on both sides are required within a proposed gated residential development.

And related Item 133, SDR-68481, on a request for a Site Development Plan Review for a proposed 61-lot single-family residential development.

And related Item 134, TMP-68482, on a request for a tentative map for a 61-lot single-family residential subdivision on 34.07 acres, southeast corner of Alta and Hualapai Way (Lot 1 in File 121 Page 100 of Parcel Maps on file at the Clark County Recorder's Office, formerly a portion of APN 138-31-702-002), R-PD7 (Residential Planned Development - 7 Units per Acre) Zone.

The Applicant/Owner is 180 Land Company, LLC. Staff has no recommendation on Item 131, and the Planning Commission failed to obtain a supermajority vote on Item 131, which is tantamount to denial. The Planning Commission and Staff recommend approval on Items 132 through 134. These are in Ward 2, with Councilman Beers, and are public hearings which I declare open.

So, at this point, to continue on with that, we will go forward on these, or shall I read in 130 at this point and include that?

BRAD JERBIC

No. I believe that you should hear these at this point. Let me say for the record too that I agree with Mr. Bice that these two things are incompatible. The Development Agreement, as contemplated, does not have 61 custom home sites. It's got 65 total for the whole 183 acres of the golf course. This is simply 61 sites at 34 acres.

I think the answer is pretty clear. If this passes, then there will have to be a reconciliation in the future if there is a development agreement. And I think that Mr. Kaempfer will be the first to stipulate that if the Development Agreement contains 65 custom home sites, then they'll rescind

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312 this request if that agreement is eventually approved. But I think that's the way that this is
313 resolved is you can certainly vote up or down on this. Now, and, of course, if you vote no on this
314 right now, you don't have any issue at all. There's no inconsistency with anything.

315
316 **MAYOR GOODMAN**

317 I have a question of you, because we have been meeting on this for a long, long time with a lot of
318 issues. And when we approved the development on the, let's see, the south – what is it – the
319 southeast corner for the development under the high rises, I personally, with the support of
320 Council, asked you if you would go in and try to negotiate so we were not in piecemeal
321 development and could come through with an agreement where everybody is, you know, I mean,
322 he's a great developer. I've never seen anything he's built that hasn't been absolutely fabulous.
323 But we were at a point that we made the decision to go ahead with that, that corner that is
324 actually it's the northeast corner, not the southeast. It's the northeast corner at Rampart and Alta
325 for that development.

326 And so my request to you, specifically with the support of the Council was: Can you get in there
327 so we can approve the whole thing and then move from there? So where are we before I even go
328 into this?

329
330 **BRAD JERBIC**

331 Yeah. I don't want to say too much right now, because you haven't called 130 forward. But when
332 we get to 130, I'm going to make a record that's exactly what we have been doing since you gave
333 that direction in January of this year. Mr. Perrigo and myself have been meeting with Mr. Lowie
334 and his team on a regular basis. We've been meeting with neighborhood groups, neighborhood
335 attorneys on a regular basis, individual neighborhoods that are uniquely affected.

336 We, I believe, are very, very, very close in my opinion. There may be some disagreement. But I
337 think we are very, very close to a, an agreement. But last night we had a couple of issues, that I
338 will talk about later when we get to 130, that did not resolve. At the same time, there is not a

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339 development agreement in the backup that reflects any of the changes that were approved by the
340 Planning Commission or by Recommending Committee.

341 Our plan was to put that all together in one big amendment that we'd be presented today -

342

343 **MAYOR GOODMAN**

344 Right.

345

346 **BRAD JERBIC**

347 - without the missing pieces yesterday. I'll go into more detail later as to why I think it's not

348 complete right now and I think it should be held in abeyance.

349

350 **MAYOR GOODMAN**

351 But in all fairness – and I'm no attorney, thank God – to go through and vote on these items

352 before you can answer the question that I asked about. I mean that's not, to me that's not in good

353 faith. It is where are we with the whole –

354

355 **BRAD JERBIC**

356 Right now –

357

358 **MAYOR GOODMAN**

359 What we asked you to do, which I know you've been working 24/7 forever on this and it is

360 absolutely, you know, we see it a working relationship that can be developed where everybody,

361 nobody gets 100 percent, but everybody's got their 85 percent. And so, to me, the whole has to

362 work before you start – unless you're telling me go through each one of these, take the vote, have

363 the public hearing, go through it piecemeal – is that what you're telling us to do?

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364 **BRAD JERBIC**

365 I'm telling you that the developer has requested that. He has had this individual, standalone
366 project up before this Council and the Planning Commission for a very long time. And it would
367 have gone away if there had been a development agreement considered today and approved
368 today. But because I am recommending that you don't even consider it today, it clearly won't be
369 approved today. If it's approved in the future, it'll go away. But he wants to get moving on what
370 he has a right to ask for right now in his opinion. He believes he has a right to ask for the
371 standalone, as you call it, piecemeal part of Queensridge.

372 And that is exactly what it is. I wish I could tell you that we had a development agreement and
373 you didn't have to consider this a piece at a time. But we don't right now, in my opinion, and I
374 believe it should be held in abeyance so we can continue to pursue that. But in the meantime, he
375 wants to go forward with this piece in spite of that.

376

377 **MAYOR GOODMAN**

378 Okay. I mean, that's the prerogative. My further question to you, because it's got to be very clear
379 to me, maybe they're further ahead and get it, but I don't yet. If in fact we – how close do you
380 feel the parties are to resolving issues that may not be resolved?

381

382 **BRAD JERBIC**

383 If I could, Your Honor, we really need to call 130 if we're going to go any further on this,
384 because I'm really talking on items that are not right now up for consideration.

385

386 **MAYOR GOODMAN**

387 Okay. All right. Here we go.

388

389 **BRAD JERBIC**

390 I will get into that. I will answer that.

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391 **MAYOR GOODMAN**

392 Well, let's go do it. Off we go. So the applicant present or representative, we know that. So please
393 go ahead.

394

395 **CHRIS KAEMPFER**

396 Okay. And Your Honor, let me address why this isn't what it might seem to be.

397

398 **MAYOR GOODMAN**

399 Okay.

400

401 **CHRIS KAEMPFER**

402 We have –

403

404 **MAYOR GOODMAN**

405 I'm going to make sure today – we've had a long meeting with something that was extremely
406 long and involved, and I asked everybody absolutely no applauding, no screaming, no yay, no
407 nothing. And we worked through it, and it was just, it was a wonderful, wonderful work through.
408 We're going to get there. We are going to get there. But please be courteous, everybody to
409 everybody else, and let's not have any comments, no laughter, no applause, no kumbaya. So go
410 ahead, please, Mr. Kaempfer.

411

412 **CHRIS KAEMPFER**

413 Okay. Let me finish what I, not from you, but from the crowd, what I was about to say.

414

415 **MAYOR GOODMAN**

416 Okay.

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417 **CHRIS KAEMPFER**

418 We have a developer here who has spent literally hundreds of thousands of dollars a month on
419 this project. He has a lender who is saying: You don't have any real entitlements to show me
420 except one 435, out of all this acreage 17 acres. You better start showing me some kind of
421 entitlement, or we're going to have some issues, and you're not going to be able to spend the
422 money you're spending watering the golf course and doing those kinds of things because we have
423 to have something.

424 This is a plan that will allow us to move forward with the development agreement, give you, give
425 all of us 30, 60 days, whatever it is, to wrap it up. And upon that Development Agreement being
426 finalized, this, this zoning here will be consumed by it and will be superseded by the
427 Development Agreement. But without this, you cannot expect him to continue to pour those
428 kinds of dollars in. He's fighting litigation. He's fighting everything that he has to, and he's
429 putting everything he can, financially and his heart, into trying to make this thing work.

430 So, this application conforms to everything, in terms of solid zoning practices and principles. But
431 if I could just take – and I know this is more of a general comment and I'm going to let Stephanie
432 get into the particulars. The reason why we're here is not a fault, and the reason why you hear
433 that acrimony and the laughter –

434

435 **MAYOR GOODMAN**

436 No, no, don't even go there. Just stay on this.

437

438 **CHRIS KAEMPFER**

439 But it's not their fault.

440

441 **MAYOR GOODMAN**

442 Okay.

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443 **CHRIS KAEMPFER**

444 That's the point I'm making.

445

446 **MAYOR GOODMAN**

447 Okay.

448

449 **CHRIS KAEMPFER**

450 Two years ago, the HOA hired an attorney who stood in front of an HOA meeting and said this

451 property could not be developed. And people looked at him and said: Are you saying that if the

452 golf course closes, they can't develop it? And the attorney the HOA hired said, no, they cannot.

453 And when he was walking out, I'll never forget it. It's burned in my mind. Some homeowner

454 said: So they can't develop at all? And he said, quote: Not a single home.

455 And when I asked him – does the City support that position? I got lawyer speak. And I'm a

456 lawyer, and I know what it is. And he said: I do not believe that the City disagrees with that

457 position.

458 And from that meeting, that is the foundation upon which this opposition has been based. And

459 again, I don't blame people for thinking about that. But I live there too. And so what I did, I got a

460 hold of the City Attorney, I got a hold of the Planning Director, and I said: Can this be

461 developed? And they both said yes.

462 And then I looked at the zoning, and it's R-PD7. And I looked at the CC&Rs, and it says the golf

463 course is not a part of Queensridge and is not intended to be part of Queensridge and can never

464 be a part of Queensridge. And then I saw the documents that people signed saying the golf course

465 can be built on and views aren't protected. They could put commercial and residential. All of this

466 was designed with one purpose in mind, and that is to preserve this for development in the

467 eventuality that the golf course were (sic) to go away.

468 Now, that is the real Queensridge that Mr. Lowie and his group acquired, and that's what we're

469 dealing with. And not only does the City Attorney and the Planning Director, and for what it's

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worth, me and others who have looked at it, there's other land use lawyers who have looked at it and come to the same conclusion, but two separate courts have held its developable. Now, the whole idea of this ultimately is to get something that works for everybody. But without something to show, without something that he can show a lender, his lender, that there's something positive, that this Council believes that this property can and should be developed, he is going to have problems that may not be surmounted. And so, I am, we are respectfully asking that as we go through, you take a look at this plan and ask yourself if this does not – forget about where it is and forget about – if this were coming in as a separate project, ask yourself: Would you not support something at a density of 1.7 units per acre in this particular area? And so, I'm going to let Stephanie take it from here. But trust me, this is one of those things that when we all sit down, we're all going to hopefully, and thanks very much to Brad Jerbic. He has worked tirelessly and the Planning Director as well, but especially Brad in this case to try to bring people together.

MAYOR GOODMAN

Yes, he has.

CHRIS KAEMPFER

And he's right. Maybe we're there. Maybe we're almost there. But we need what the law allows us to have so we can move forward. Go ahead Stephanie.

MAYOR GOODMAN

And if I may ask on that and this, we'll go through the process, so we'll have comments from the public too and Mr. Perrigo. In speaking to just agenda, number 131, that is – and again, it's GPA-68385, on a request for a General Plan Amendment from PR-OS (Parks/Recreation/Open Space) to L (Low Density Residential) on the 166.99 acres at the southeast corner of Alta and Hualapai.

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496 **STEPHANIE ALLEN**

497 Your Honor and members of the Council, Stephanie Allen, 1980 Festival Plaza. All of Agenda
498 Items 131 through Agenda Item 134 are all related items that we would like to be heard together
499 if we could.

500

501 **MAYOR GOODMAN**

502 Okay. All right. So we'll go from that. Okay.

503

504 **STEPHANIE ALLEN**

505 Okay. So, with that said, we thank you for your consideration today. I echo Chris' sentiments that
506 we very much appreciate Mr. Jerbic's work as well as all of your staff on this and the neighbors
507 that are here tonight. I know I haven't been in all of those meetings. Mr. Jerbic has been. I was in
508 one last night.

509 And I will say, for the record, there is a possibility of getting this done, I think, in my opinion.

510 And I think if this, if we can move forward, instead of constantly being delayed, and have
511 something to show to the lenders, to this developer, then we've got some good faith going
512 forward that we'll work on the Development Agreement and the holistic plan. And I think we can
513 get there, so we appreciate you considering this first.

514 So, with that said, if I could have you look at the overhead. There are four applications before
515 you. One is the GPA amendment, and the GPA amendment goes beyond the 34 acres that are
516 before you today. The GPA amendment covers all of the green area here, except for the piece in
517 Section A. And the request is to go from what the City currently has designated as PR-OS to
518 Low. There's a dispute as to the PR-OS designation.

519 We've done a lot of research and haven't been able to find any indication of how PR-OS was
520 placed on this property. It looks as though at some point, because it was a golf course, the City
521 made that correction to PR-OS. But it was without any notice or hearing on behalf of the
522 property owner. So PR-OS is in dispute, but the request, needless to say, the request is to go to
523 Low on this portion of the property, which is consistent and actually less than what the

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524 Queensridge property is, which I believe is Medium Low. So it's even lower than what
525 Queensridge is.

526 There is no zone change before you. The property is zoned R-PD7. So currently, this is the 34
527 acres we're talking about. Currently, you can develop up to 7.49 units to the acre under the
528 existing zoning on the property. We are not suggesting that and never would, because frankly it's
529 not consistent with the Queensridge homes out there.

530 What we're proposing, as Chris mentioned, is 1.79 units per acre. And the way this has been laid
531 out is to be compatible and consistent with the homes that are already existing in Queensridge.
532 Keep in mind, this will have different street networks. So the entrance would be on Hualapai. So
533 this would be a new street network, with a new HOA, and it will be below the existing home
534 elevation. So it would be below grade and more in the goalie, for lack of a better word.

535 But you'll see here, let me just show you, for example, there are 17 homes along this existing
536 Queensridge property line. We are proposing 15 homes. So you've got less density adjacent to the
537 lots that exist in Queensridge. Similarly, up here, you've got 20, I guess about 21 homes adjacent
538 to just about 20 homes up here to the north. So we've taken the lot sizes that exist in Queensridge
539 and we've put compatible, comparable zoning adjacent to it and come to a density of 1.79 units
540 to the acre.

541 As Chris mentioned, if this were any other project and we were coming in on a standalone infill
542 project, and you had us come in with a density of 1.79 units to the acre adjacent to higher density
543 or the exact same density, this Council would approve it in a heartbeat.

544 The other two applications relate to – there's a waiver for the street sections to allow private
545 street improvements. So this is the proposed street section, which would have a 32-foot street
546 with roll curbs and then an easement area on either side for landscaping. In Queensridge, in San
547 Michelle, there's only one sidewalk in the street, so it's got the additional two sidewalks.

548 So it, I guess, exceeds some of the existing Queensridge neighborhoods in that regard, and it's
549 been approved in other private communities, just like on the D.R. Horton application that was on
550 your agenda not too long ago. So that's the requested waiver application.

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551 And then the tentative map is consistent with the site development plan review to allow these 61
552 lots on 34 acres with a density of 1.79 units to the acre.

553 Again, should this Council be willing to approve this, we will give you our word that we'll
554 continue to work with the neighbors, the neighbors that are here, that we met with as late as
555 night, to see if we can get to a development agreement, and should that development agreement
556 be approved for the whole property, it would supersede this. But in the meantime, we'd very
557 much appreciate your approval of this so that we can take it to the lenders and say the two years
558 that have gone by have been worth it. We've got something to show you, and at least we can
559 move forward.

560 So we appreciate your consideration, and we're happy to answer any questions.

561

562 **MAYOR GOODMAN**

563 Any questions at this point? Let's see, Mr. Perrigo, you want to make comments?

564

565 **TOM PERRIGO**

566 Thank you, Madame Mayor. This is the same report that was given to Planning Commission so
567 many months ago. The proposed 61-lot residential development would have a net density of 1.79
568 dwelling units per acre. The proposed low density general plan designation, which allows up to
569 5.49 units per acre, allows for less intense development than the surrounding established
570 residential areas, which allows up to 8.49 units per acre. The densities and average lot size of the
571 proposed development are comparable to the adjacent residential lots. Staff, therefore,
572 recommends approval of the General Plan Amendment to low density residential.

573 The applicant is requesting interior streets that do not meet Title 19 standards. However, the
574 proposed private interior streets will provide roadways, sidewalks, and landscaping in a
575 configuration similar to and compatible with that of the surrounding development. The 32-foot
576 wide streets will allow for emergency access and limited on-street parking, while the adjacent
577 sidewalk and landscaping will provide safe pedestrian movement and enhance the aesthetics
578 within the subdivision. Staff therefore recommends approval of the requested waiver.

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579 The development standards proposed by the applicant fall into two categories – those containing
580 20,000 square feet or less and those containing greater than 20,000 square feet. Standards for lots
581 20,000 square feet or less are generally consistent with R-D zoned properties, and lots greater
582 than 20,000 square feet are generally consistent with R-E zoned properties. If applied, these
583 standards would allow for development that is compatible with that of the surrounding gated
584 neighborhoods.

585 In addition, the proposed plan includes usable open space that, usable open space areas that
586 exceed the requirement of Title 19. Staff, therefore, recommends approval of the site
587 development plan review and tentative map.

588

589 **MAYOR GOODMAN**

590 Thank you very much. All right. Is there anyone from the public who wishes to be heard on this
591 item? Please come forward. State your name for the record. Yes, please.

592

593 **GEORGE C. SCOTT WALLACE**

594 Your Honor, Councilwoman –

595

596 **MAYOR GOODMAN**

597 Oh yes, I see there are enough people. Let's keep each one's comment to a minute, unless it is a
598 representative of a particular group that we've already heard from. So please.

599

600 **GEORGE C. SCOTT WALLACE**

601 Your Honor, Councilwoman, Councilmen, my name is George C. Scott Wallace. I'm a retired
602 professional engineer. I live at, in Las Vegas since 1960; it's been my home. I reside now at 9005
603 Greensboro Lane.

604 I am speaking in favor of the application. My background, very briefly, is I came to Las Vegas in
605 1960. I started an engineering design company in 1969. Our company, which I sold in the year

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606 2000, provided engineering services to many land developers, including Del Webb, where I met
607 Frank Pankratz. And through Frank, I met Yohan Lowie.
608 In my business, I used to come very frequently before your Council and the Planning
609 Commission to resent, to represent many clients with regard to their request for approvals. By
610 the way, these clients included Bill Peccole, developer of the Badlands Golf Course. In my entire
611 professional career, no one, no one did a better quality project than Yohan.

612

613 **MAYOR GOODMAN**

614 Okay. I'm going to have to –

615

616 **GEORGE C. SCOTT WALLACE**

617 The One Queen –

618

619 **MAYOR GOODMAN**

620 I'm sorry, Mr. Wallace, as much as we have such high regard for you and everything that you
621 have done with your company and everything here, we're going to have to stick on the minutes,
622 because we are going to be here for a long, long time. But I think you got your approval and your
623 appreciation for Mr. Lowie clearly stated.

624

625 **GEORGE C. SCOTT WALLACE**

626 Quality builder/developer. Thank you.

627

628 **MAYOR GOODMAN**

629 So if you would. Thank you. Yes, ma'am.

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630 **LILIAN MANDEL**

631 Oh, hello. My name is Lillian Mandel, and I've been in Las Vegas 27 years, and 17 years I've
632 been at Fairway Pointe, which is adjacent to the Badlands. And when we bought in that situation,
633 we were told that was Badlands and was open up to the public.
634 And then when it was sold, I all of a sudden was worried, and then I heard it was Mr. Lowie. And
635 because of all the projects he's done in this city, I was thrilled, because I'm right up against the
636 fifth hole. And mainly, one of the main things was the Tivoli Village. It was sitting on a wash, a
637 big hole that said nobody could build anything. He was capable of doing it.
638 So I approve his ability of building things that are beautiful. I don't have a problem with it, and
639 I'm glad that it's not a builder who's going to build big homes back there. So I would love for
640 them to deal with logic instead of anger. That's all I have to say.

641

642 **MAYOR GOODMAN**

643 Thank you. Thank you very much, and thank you for staying on the time.

644

645 **LILIAN MANDEL**

646 You're welcome.

647

648 **DAN OMERZA**

649 Mayor Goodman and ladies and gentlemen, my name is Dan Omerza, and I live in Queensridge.
650 I don't live on the golf course. I met with Mr. Lowie's representatives when he first proposed the
651 project. I went to his office, and it was very grand. And since that time, he's changed his position
652 many, many times, which makes everyone in the Queensridge development very nervous. Okay.
653 I think that since we just had a very big election and some folks will no longer be here on this
654 Council in a few short weeks, I think it would be disingenuous to vote on anything right now
655 until the people who have put the people in this, in your Council, are here to vote with our
656 representatives as we picked them. I think it would be very sad if we pushed things forward at
657 this point. Thank you.

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658 **MAYOR GOODMAN**

659 Thank you, Mr. Omerza. I appreciate it.

660

661 **DAN OMERZA**

662 Thank you. Yes, ma'am.

663

664 **TRESSA STEVENS HADDOCK**

665 Good evening. Tressa Stevens Haddock; I'm the lady that keeps coming back outside the gates
666 where the construction is. And I just want to know on what you're voting on this evening?

667 Where's the construction, because, again, that's my concern. I moved there for health reasons,
668 and I'm the person that there's only one road where construction, and no one said tonight. Did
669 they change the location of where construction is, or is it still going to be Clubhouse, which is
670 right where my house is located? That's my question.

671

672 **MAYOR GOODMAN**

673 Thank you.

674

675 **FRANK SCHRECK**

676 Mayor, members of the City Council, Frank Schreck, 9824 Winter Palace. We have a bunch of
677 professionals to address some of the issues that have been raised, so we'd like to have the time to
678 be able to do that. We'll try to make it as brief as possible, but this is obviously a serious matter
679 for our community. We voiced our concern already that this is inconsistent with the general, the
680 Development Agreement and it shouldn't even be heard tonight.

681 One thing I do want to start off saying, there are not two courts that have said that the developer
682 has a right to develop. They got one decision that had findings of fact and conclusion of law from
683 Doug Smith's court that had nothing at all to do that was of the issues that were in front of him.
684 The other court, that we're involved in, has denied our 278A. We've appealed that. And the

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685 mapping issue, they've upheld that. So that's going forward. So there's only one court, and it
686 didn't even have in front of it really the issues that they're doing there.

687 But what I want to say is, to introduce to you is Ngai Pindell, who is a professor of law at the
688 university, at the Boyd Law School, who is going to speak to several of these issues as a matter
689 of law.

690

691 **MAYOR GOODMAN**

692 I'm gonna let him have five minutes if he wants it with his presentation. Yeah.

693

694 **NGAI PINDELL**

695 Thank you very much. I'm Ngai Pindell, Professor of Law at the William S. Boyd School of Law.

696 So I've written a lot about how effective planning produces good land use results, and that was
697 my interest in this issue. It seems to be a case where good planning has occurred, and now we're
698 in this dispute and there's some danger that good planning might be subverted.

699 I've submitted a report on the Master Development Plan Phase II, which is here, to the
700 homeowners. And I'd like to introduce that into record and then just make three or four
701 highlighted points about the report.

702 So, first, I think we don't want to lose sight of the fact that there's a Master Development Plan
703 here. So the property, earlier we talked about the property being developable or not. Indeed, the
704 golf course property is developable – I can't say that word – but there's a process that can be
705 followed. When I look at the different Planning staff reports from earlier applications in this
706 process – and there have been many applications – the Planning staff indicated that a major
707 modification of the Master Development Plan, Phase II, was appropriate and then a General Plan
708 Amendment, all of which in conformance with a General Plan.

709 And so I think that is a sensible approach and a good land use approach to do. It gives all of the
710 stakeholders a chance to be heard, other arguments to be properly considered, and is consistent
711 with good land use practice.

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712 The other part that I wanted to say was that there's an argument about the underlying zoning. And
713 this is where I want to bring you back to the Master Development Plan. Indeed it was a Master
714 Development Plan, where the developer asked for a number of different land uses. There was
715 residential, single-family residential, commercial, open space, golf course and the multi-family.
716 The residential was on 401 acres. The developer asked for those uses. The City approved those
717 uses, and those uses have been reflected in the Master Development Agreement and in the City's
718 General Plan for well over 25 years.

719 So to change those uses now is possible, but I think it should rightly go through a process of a
720 modification to that Master Development Agreement, followed by the General Plan Amendment,
721 again for conformance with the General Plan.

722 I know this is a long and contentious case, so I wanted to keep my comments brief, but I hope
723 you'll consider those land use planning principles.

724

725 **MAYOR GOODMAN**

726 Thank you very much. I appreciate it.

727

728 **FRANK SCHRECK**

729 As Professor Pindell indicated, there is a tremendous amount of work that was put into the staff's
730 reports for the applications that were submitted early, the 720 and then the 250 acres that had a
731 development agreement. Those had huge staff reports. And in those staff reports, they said over
732 and over and over again what the process is to develop the Queensridge golf course. This is not
733 us speaking. This is your Planning Department speaking. And I can give you tons of quotes from
734 it.

735 But this is a quote from the July 2016 Staff Report, which is, what, less than ya ear ago? Nothing
736 has changed. The golf course is there. The Master Plan is there. The General Plan is there.
737 Everything is there.

738 Here's what it says. Is it on there? Can you, do I zoom down, or do you zoom down? This is –
739 from their Staff Report, Planning Commission meeting of July 12th, 2016. The existing

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740 designation to the southwest of the subject property is R-PD7, Residential Planned Development,
741 7 units per acre. We all agree on that.

742 However, without prior approval of a modification to the Peccole Ranch Master Plan on this
743 area, residential units would not be allowed. Then the top paragraph says the Peccole Master
744 Ranch Plan must be modified to change the land use designation from golf course drainage to
745 multi-family, and in this case single-family, prior to approval of the proposed General Plan
746 Amendment.

747 So that as Professor Pindell said, there is a procedure to develop the golf course. The staff has
748 recognized it. They talked about it over and over again. There is no pre-existing right to develop
749 on that golf course.

750 What the developer has to do and what the developer did in those early applications — applied
751 for a major modification, that was the application they filed in February, a major modification of
752 the Peccole Ranch Master Plan to change the golf course, which was designated for all this time
753 as drainage golf course to multi-family and single-family. And then the next step they said you
754 have to do is the, because there's no residential in the drainage and golf course under the City's
755 approval of that Master Plan.

756 And then the second step you have to do is you have to change what they've asked for here. You
757 have to change the General Plan, because it's Park/Recreation/Open Space, which has no
758 residential. So to make it consistent with what the Peccole Ranch Master Plan is, once the major
759 modification is done there, you amend the General Plan to provide the density cat, zoning
760 categories that provide the density that's requested.

761 You have to have both of those steps. Your staff said that over and over and over again. I can
762 read them ad nauseam from those big reports.

763 When we get to this one, all of a sudden the requirement for a major modification is gone,
764 mysteriously gone. It has to be there. You can't even do the General Plan Amendment, because
765 it's not going to be consistent with the Master Plan of the Peccole Ranch. The Peccole Ranch,
766 that has to be modified first through an amendment, and then you do the General Plan after that.
767 There's (sic) two steps to it.

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768 So it isn't that people have said that it can never be residential on it, but there is a process that has
769 to be followed. It's not being followed here. There's no major modification.

770

771 **MAYOR GOODMAN**

772 Okay. Thank you. Next please.

773

774 **DOUG RANKIN**

775 Good evening, Mayor.

776

777 **MAYOR GOODMAN**

778 Hi.

779

780 **DOUG RANKIN**

781 Doug Rankin, 1055 Whitney Ranch Court. I'm here to answer the question that appears to be
782 eluding everyone, which is: How did these open space areas on R-PD become green?

783 Well, there was a process. The City of Las Vegas has had a Master Plan since 1959 and has
784 amended their Master Plan and replaced it multiple times. 1985, the City's Master Plan looked
785 like this. And this is the Peccole Ranch area. It's kind of a blob map. It shows this is suburban
786 with commercial.

787 This is what is called a small area plan. The small area plans incorporated the large plan, per the
788 1985 Master Plan. They had small area plans, a concept short range plan, and residential plan
789 districts, R-PDs. And those, that made up the plan. So that plan was replaced in 1990 by the City
790 Council, with the Peccole Ranch Master Plan Phase I and Phase II, '89 in Phase I, 1990 in Phase
791 II.

792 The Master Plan was agendaed as a Master Plan; the Master Development Plan Amendment
793 related to Z-1790, the zoning case of the R-PD7 and the other zonings, the R-3 and the C-1
794 approved by Council. As part of that approval, it set the amount of space they were going to do.
795 How many acres of this? How many acres of single-family? How many acres of open space?

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796 Accompanying that was the zoning; the zoning set the total unit cap for this location, which I'll
797 come to in a little bit. It was even conditioned to have a maximum of 4,247 dwelling units. That's
798 the most units you can have by condition of approval by the City Council on the zoning.

799 So, we have the small area plan from 1990. After that, the City of Las Vegas adopts a new Master
800 Plan in 1992. This is the land use plan from that. Once again, we see for the first time, the green.
801 How did it get there?

802

803 **COUNCILMAN COFFIN**

804 Are you going fast because you've got a time limit?

805

806 **DOUG RANKIN**

807 That's why I'm going fast, yeah.

808

809 **COUNCILWOMAN TARKANIAN**

810 Don't go fast.

811

812 **DOUG RANKIN**

813 Would you like me to slow down?

814

815 **MAYOR GOODMAN**

816 Do you have a question, Councilman?

817

818 **COUNCILMAN COFFIN**

819 Yeah. Well, I was asking you procedurally. He's in a rush, but I don't know if it's because of our
820 time limit. And I'm just wondering –

821

822 **MAYOR GOODMAN**

823 I had asked general public, I was giving them a minute.

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824 **COUNCILMAN COFFIN**

825 Because these are really kind of expert testimonies, and we'll have it from both sides.

826

827 **DOUG RANKIN**

828 I'll go a little slower.

829

830 **COUNCILMAN COFFIN**

831 I hate to have it rushed right by me.

832

833 **MAYOR GOODMAN**

834 But I think – oh, I thought we were keeping up with it pretty well. Maybe have a little more iced

835 tea or something.

836

837 **DOUG RANKIN**

838 And I'll have a little less caffeine. I'll take a breath.

839

840 **COUNCILMAN COFFIN**

841 I need something illegal, I think.

842

843 **MAYOR GOODMAN**

844 He's in 1992, for heaven's sakes.

845

846 **DOUG RANKIN**

847 Right.

848

849 **MAYOR GOODMAN**

850 We've been through this before.

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851 **DOUG RANKIN**

852 Well, actually, you haven't heard this part before.

853

854 **MAYOR GOODMAN**

855 So I'd like you to keep going. Okay.

856

857 **DOUG RANKIN**

858 Mayor, you haven't heard this part before, because in 1992, the City adopts a new Master Plan.

859 Norm Standerfer becomes the Planning Director, and we move away from the blob maps. As part

860 of that, the Master Plan adopted the Land Use Plan, where the green color comes in. It was done

861 with 3,000 Las Vegas residents participating, a committee approved by the Council of 35 people.

862 As part of that process, the existing land use conditions were considered. And I quote: Accurate

863 assessment of existing land use is an essential step in developing the recommended future land

864 use patterns in the General Plan. A major task accomplished in the General Plan update was the

865 documentation of existing land use conditions throughout the City."

866 Staff went and looked, and they said what was approved everywhere to do this. Before we had a

867 blob map, not by parcel. New plan, by parcel. They went and looked and saw that here it was

868 commercial. So they made it red. Here, they saw they had approved open space on these master

869 plan communities. This is approved open space. The appropriate land use they adopted was

870 Park/Recreation/Open Space. Legally, for a Council, thousands of hours of work went into this

871 new Master Plan. That Master Plan continued.

872 This is where the first time the City considers general plan amendments with this new Master

873 Plan. Here's an example of one from Peccole Ranch, GPA-54-94, where they moved some of it

874 around, noting here that on this, they have their P for Park/Recreation/Open Space. This is from

875 the Peccoles. They submitted this plan. They were moving some of their densities around.

876 Staff even notes that Staff has no objection to the required, to the request given the change in

877 alignment of Alta Drive and the golf course. Some changes to the Master Development Plan are

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878 to be expected. Also the changes in the designation does not increase the total number of uses
879 permitted for the project. And they recommended approval of this GPA.
880 Staff tracked it through something called the Red Book. Most planners in the Planning
881 Department are familiar with the Green Book. Before computers and GIS technology, there was
882 a green book for zonings so they could map them as they changed on parcels, keep track of them,
883 and there was a red book for General Plan.
884 This is the Red Book page, from 1995, showing that this is Park/Open Space, Medium Low. This
885 is the golf course area, and these are the development areas of Medium Low, Service
886 Commercial, because this changed eventually to R-PD7 zoning, and Low Density Residential at
887 one point. I have another picture of the east end of the golf course, once again, from the Red
888 Book. So they were tracking it all along.
889 Then as you're about to do, adopt a brand new Master Plan, the 2045 I believe, staff is going to
890 go through this same process: look at the existing conditions, document them, consider them for
891 future uses. In 2001, the City redoes their Master Plan again. They adopt the capstone document,
892 the 2020 Master Plan; it takes them a while to do the land use element, five years, four or five
893 years, 2005, they go through and adopt, with all the general plan amendments and rezonings that
894 were part of the record from 1992 to 2005 that hadn't been fixed on the plan out of the Red Book
895 documented, updated the Plan, brought it to City Council for approval. The green continued from
896 '92 to today.
897 This is the 2005 Plan. This is the 2015 Plan, just recently updated. Your Land Use Plan was just
898 recently updated by this Council. It was approved. It was heard as a public hearing reaffirming
899 the Park/Recreation/Open Space. It didn't come out of the thin air. Thousands of hours of work
900 went into it.
901
902 **COUNCILWOMAN TARKANIAN**
903 Excuse me. Can you tell me what year that was again?

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904 **DOUG RANKIN**

905 What's that? Sorry, I'm getting a little dry mouth, so I apologize. Okay. As a matter of fact, the
906 Plan even documents that Peccole Ranch is an important master developed community, and it
907 calls it out in the southwest sector. The following Master Development Plan areas are located
908 within the southwest. We have Canyon Gate, The Lakes – I showed you pictures of those – and
909 Peccole Ranch, preserving what was approved in 1990.

910 I'm running out of time. I had some more things about what they approved, which was the
911 densities at this location. They approved approximately 4,000 units and change. At this time,
912 there are 820, 17 units not developed or entitled. The Master Plan that's being proposed at 5.49
913 units per acre will exceed that density. I realize the request today is for a tentative map.
914 Yes?

915

916 **TOM PERRIGO**

917 Freshen your whistle again.

918

919 **DOUG RANKIN**

920 Thank you so much, Tom. I appreciate it. Thank you. Currently, if you approve the 5.49 dwelling
921 units per acre — and the applicant says they only want 1.7 units per acre. You could actually
922 approve a lower density general plan here to meet that. You could go all the way down to 2 units
923 to the acre, but they've asked for 5.49 on 166 acres. If you approve all of those, you will exceed
924 your unit cap that was approved by Z-1790 by 99 units. That concludes my presentation. I
925 appreciate your time.

926

927 **MAYOR GOODMAN**

928 Thank you very much.

929

930 **DOUG RANKIN**

931 For the Clerk's Office.

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932 **MAYOR GOODMAN**

933 Yes.

934

935 **COUNCILMAN COFFIN**

936 Your Honor?

937

938 **MAYOR GOODMAN**

939 Yes, please, Councilman?

940

941 **COUNCILMAN COFFIN**

942 The stakes are too high on this to have people running at full speed trying to show us stuff that

943 some of us might assume that we all know by heart, but maybe we haven't lived it. I know the

944 Councilman for the ward has, the City Attorney has, and maybe you have, Mayor. But it's still as

945 if it's new, because this doesn't come up every day. So I would appreciate if witnesses are given

946 time that they need to present. All the sides should have that courtesy. And I can stay here as long

947 as they do. Thank you.

948

949 **MAYOR GOODMAN**

950 Thank you.

951

952 **GEORGE GARCIA**

953 Thank you. Mayor, members of the City Council, George Garcia, 1055 Whitney Ranch Drive,

954 Suite 210. Pleasure to be before you. Continuing on some of the points that the Professor made

955 and that Doug has made, but I also want to go back to the comments that the applicant made. The

956 comments of the applicant were that the neighbors had every reason to be upset because they

957 were essentially confused and had been misled, I guess to put in my own words.

958 But I think maybe the reverse is really true. You have to ask was the developer or the applicant

959 the one who was really confused and misled? Because at the end of the day, as Doug has said, it

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960 is Parks, Recreation and Open Space. And as he showed you, there's no development density
961 allowed in that golf course open space area. And I'll show you again.

962 So if you buy the land with no contingency and you thought that that was the correct answer was
963 you have the right to build 7 units per acre – and we've heard that said that there's a right to build
964 based on 7 units per acre – we don't believe that's the case. And we think if anybody's confused,
965 maybe the developer is the one who's confused, and they have every right to be indignant and
966 upset. And I think that's the real source of the confusion.

967 The other point that was made by the applicant at the outset was we have done everything the
968 right way whenever possible. Well, I'll start with just one example of doing things the wrong
969 thing and doing it the wrong way. One of those, and we could not find anywhere in the
970 documents associated with this particular request, what's called a development impact notice and
971 assessment or DINA, for short.

972 If we go to the overhead, part of that requirement is it says for a project of significant impact, a
973 project of significant impact is defined as one that's a tentative map, final map, or planned unit
974 development of 500 units or more. Well, we're clearly in a condition with 166 lot, plus acres.

975 Given the density of 5.49 all the way up to 7.49, the density will well exceed the possibility of
976 500 units. And they can say, well, it's only 61 at this time. Well, that's fine. But if you read the
977 Code, a zoning map or local land use plan that could result in development meeting or exceeding
978 any of the above criteria requires a DINA. We have not seen evidence, and I would ask where
979 that DINA is and if it can be produced.

980 Absent also in this, you see the General Plan Amendment, the absence of piece that was
981 mentioned before by the professor and indicated by Mr. Schreck in his, in prior staff reports as
982 well. Another thing that we see is missing – and I'd ask where it is – is a major modification.

983 As you can see on this map here, it shows in the southwest sector map, that Mr. Rankin was
984 referring to the list, this is actually the pictorial representation of those plans, planned areas, the
985 special area plans within the overall City's General Plan. And this one in tan here, sort of
986 brownish color, is the Peccole Ranch Plan, which is identified here as part of the Peccole Ranch,
987 and then, of course, you have many others as well.

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988 But the point of that is that you say, okay, then what does that tell you? It says the development
989 of property within a planned development district may proceed only in strict accordance with the
990 approved master development plan and development standards. And if you're going to deviate
991 from that, it goes on to further say that you have required to do a master development plan. And
992 that's found in your – this is straight out of your Uniform Development Code. And this is from
993 your General Plan. So we would ask where's the major mod?

994 This is going back – and I think, again, Mr. Schreck talked about this – this comes out of the staff
995 reports. Basically, it's an excerpt. This one in particular is from July 12th Planning Commission
996 meeting. It says the proposed plan requires a major modification of the Peccole Ranch Master
997 Plan. This was at that time regarding specifically Phase II.

998 Another one over here, major modification of the Peccole Ranch Master Plan, General Plan
999 Amendment and rezoning must be approved in order to allow the types of development
1000 proposed. Again, and there's more, but all of it points to the fact that where is the major
1001 modification that's essential to achieve what the applicant would seek to achieve. So we don't
1002 think it's properly before you.

1003 So let's go back to a point we've talked about just briefly before, but I think it's worth reiterating.
1004 So what would the developer or a resident in, not Queensridge, but within the Peccole Ranch
1005 Master Plan area, because this is not about just Queensridge as we know it, as it was developed,
1006 because the golf course, while it may not be part of Queensridge, is part of the Peccole Ranch
1007 Master Plan. So while it may not be bound by the private sales and deals, it's bound by the
1008 strictures put on it by the City in its approvals, as Mr. Rankin has pointed out and others.

1009 I will go back to that Peccole Ranch Master Plan, because what it says, it starts, it goes back to
1010 golf course drainage area, the acreage, and, of course, Doug was showing where it was amended,
1011 but it shows no density, zero density and no units. That's why this City ultimately defines it to be
1012 PR-OS, no density, no units allowed. So while that potentially could have been more, it was
1013 capped with the number of units, 4,247 maximum density, and it specifies the number of acres.

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1014 So that chart pretty much says to anybody who wants to buy in this community, Peccole Ranch
1015 Master Plan, what should they reasonably expect. Then they, so they would come to the City to
1016 look for those documents, and this is what they would find.

1017 They also then would look at the purchase documents that they have obtained, that were part of a
1018 requirement. One of the things that's required if you're going to be doing any of these things is
1019 you have to have CC&Rs. Well, we don't see any CC&Rs yet today either, but we'd ask where
1020 those are. But for Queensridge, one of the areas – and this is typical of all of them – did contain
1021 design guidelines that were very extensive, very complete. But what you'll see again, what would
1022 a buyer reasonably expect? No right to the golf course, no control over the golf course, no right
1023 to use it.

1024 And state statutes are very clear that it's not about the use. It can also be about the enjoyment.
1025 And what is that enjoyment? The enjoyment is of the, what is identified here with the homes that
1026 were being built along the golf course had every right to expect golf course open space and very
1027 specifically views of that golf course open space. That was the reasonable expectation that they
1028 had. We think they had every right to rely on it. And we think state statute, NRS 278A – and I
1029 know the City Attorney doesn't think that that applies because they, you didn't adopt it – we think
1030 it applies regardless, the State being, and I think as the Mayor knows very well, the superior
1031 body. So we think that applies.

1032 And why that's so important is because 278A says that residents in a completed master plan
1033 community, which this is, or PUD, as the State refers to it as one of the ways to refer to it, gives
1034 great deference and protection to those residents in a completed plan to rely on the types of
1035 things the Peccole Ranch Master Plan and these documents entailed.

1036 And absent, basically, the owner's consent in that completed plan, this application that today is
1037 before you shouldn't even be before you, because they haven't consented. Hence, I think the
1038 mayor's direction for we need an agreement of all the parties before this comes back.

1039 So with that, Mayor, we'd be happy to answer any questions, and it concluded my presentation.
1040 Thank you.

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1041 **BRAD JERBIC**

1042 I actually have a question, if I could, Mr. Garcia. Could you go back two foam boards earlier?

1043

1044 **GEORGE GARCIA**

1045 Which one?

1046

1047 **BRAD JERBIC**

1048 I believe it's a staff report, and at the beginning it has a GPA and it has some other things at the

1049 top. That's the one. Can you read the top of it where it says GPA dash? I'm having a hard time

1050 reading that. It's a GPA dash.

1051

1052 **GEORGE GARCIA**

1053 Yes. It refers to GPA, in this case, 62387.

1054

1055 **BRAD JERBIC**

1056 62387. And then the SDR says what?

1057

1058 **GEORGE GARCIA**

1059 The SDR is 62393.

1060

1061 **BRAD JERBIC**

1062 62393. Are you aware that Item 131 is a completely different GPA? It's Item 68385. That's a staff

1063 report on a completely different General Plan Amendment request, and that the SDR in 133 is

1064 SDR-48481, and that's a report on a completely different SDR request?

1065

1066 **GEORGE GARCIA**

1067 Fully aware. And my point isn't that this is specific to this request. This is not saying this is what

1068 staff said in this particular case. It's what it said in prior cases. As Mr. Schreck was pointing out,

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1069 we have numerous references over the history of all of the last almost two years, where staff has
1070 indicated very clearly you need the general plan and the major mod along with the other
1071 elements of this. So that's the point. This is not to say this is this case. It's to say, using the
1072 references to those other cases, that there should be not only a general plan but a major mod as
1073 well. And again, we see evidence, no evidence of a major mod, no evidence of the DINA, and
1074 would ask where both those are.

1075 And for that, and basically to make it clear, perhaps maybe I would include for the record,
1076 Mayor, that everything basically over the entire history of the Peccole Ranch Master Plan and
1077 most recently over the last approximate two years, every application, that has been, whether it's
1078 been approved, denied, withdrawn, abeyed, all that entire record and history should be included
1079 for the record, so if and when this ever goes before a court, they'll be able to look at all that
1080 information over the entire - history of all of this so they can make a clear decision. Thank you.

1082 **BRAD JERBIC**

1083 Which is why I want to make a couple more observations here. I want to make it abundantly
1084 clear there's no legal issue, in my mind, that would involve the City Attorney Office in this pure
1085 land use request. There are a number of legal issues that are being raised that I may have to argue
1086 in court someday. So whether you vote for this or not is not any of my business. That's a
1087 planning issue entirely.

1088 But I do want to put on the record that I believe that report contained a request for a major mod
1089 and other things, because it was tied to a development agreement. It wasn't tied to this individual
1090 request for 61 individual lots.

1091 We have looked at the Peccole Ranch Master Plan. Page 18 has a number of maximum
1092 residential units, maximum multi-family units, maximum that. If you're going to exceed those
1093 numbers by some exorbitant amount, we get into a discussion about a major modification, which
1094 is why that's in that document. That Development Agreement was withdrawn.

1095 I've been negotiating an updated, better, I hope, Development Agreement. That isn't here yet.
1096 That's why I'm recommending continuance. But I don't want you to think that those requests that

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1097 accompany that Development Agreement in 2016 have any bearing, in my opinion, on these four
1098 requests today. And I just want to make that part of the record.

1099

1100 **MAYOR GOODMAN**

1101 Thank you. Thank you, Mr. Jerbic. Okay, next?

1102

1103 **MICHAEL BUCKLEY**

1104 Good afternoon, Mayor and members of City Council, Michael Buckley representing the Frank
1105 and Jill Fertitta Family Trust.

1106 A couple things I want to just point out. First of all, the Planning Commission did not approve
1107 this matter. It failed because it required a supermajority. So this was actually a denial by the
1108 Planning Commission of the General Plan Amendment.

1109 Secondly, there's been a lot of references to the fact that the golf course is not part of the
1110 Queensridge and that there's reference to the CC&Rs, there's reference to Mr. Peccole's plan. And
1111 I'd like you to direct you to the overhead where I've blown up some documents. These are design
1112 guidelines, and these are actually recorded; this was recorded in 1996, and it governs the custom
1113 lots in Queensridge. I don't show you the beginning of it, but this is an 84-page document that at
1114 the beginning, it references the fact that it is adopted in accordance with the master CC&Rs. And
1115 it is the building design guidelines that any home in Queensridge has to follow.

1116 Just to point out that what is being built, what is this community, I mean I think we gloss over the
1117 fact that Queensridge is a golf course community. So the description of the custom lots states that
1118 it is an enclave of one-third to one-acre lots completely surrounded by the golf course, and the
1119 larger lots, an exclusive enclave offering custom home sites of one and a half plus acres. This
1120 enclave is completely surrounded by the golf course.

1121 On page C-2 of this document, this is the exhibit to the design guidelines; it describes the golf
1122 course. And again, this is adopted pursuant to the CC&Rs. There's another document. This
1123 applies to the custom lots. There's a similar one for luxury lots, move-up lots and executive lots.

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1124 Those are part of the record. I submitted those at the Planning Commission on the Development
1125 Agreement on this.

1126 But let me just read you what the recorded design guidelines state. The Badlands 18-hole
1127 championship golf course with a planned addition of nine holes, which is a daily fee course
1128 designed by Johnny Miller, meanders through the arroyos and neighborhoods of the village.
1129 Significant view corridors are provided at key locations throughout Queensridge to enhance the
1130 open character of the community.

1131 In reference to the parks, and you may remember that in the Peccole Ranch Phase II Master Pla,
1132 it specifically states that the golf course open space is in lieu of any public parks in the
1133 development. But here there's reference to a view park providing passive open space overlooking
1134 the golf course.

1135 And what I think is particularly interesting is that the City participated in this, because the
1136 document on page C-4, "Responsibility of Review," basically states that the City will require a
1137 review approval letter from the DRC prior to reviewing any documents or issuing any permits
1138 for work performed on the custom lots within Queensridge. So the City actually helped create
1139 this value that they are now, the City is now planning to take away.

1140 And I think that's what I want to say. Thank you.

1141

1142 **MAYOR GOODMAN**

1143 Thank you. Yes, please.

1144

1145 **COUNCILMAN ANTHONY**

1146 Mr. Buckley?

1147

1148 **MAYOR GOODMAN**

1149 Hold on one second please. Mr. Buckley, come back, please.

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1150 **COUNCILMAN ANTHONY**

1151 What were those documents that you were referring to? I didn't get that part.

1152

1153 **MICHAEL BUCKLEY**

1154 Yes. One is, and I'll put these to the record, because they were at the Planning Commission on
1155 the Development Agreement matter. One is the Supplemental Declaration for the Adoption of
1156 Section C of the Queensridge Master Plan Community Standards, recorded in Book 970117,
1157 Document 1434 official records.

1158 The other is a Supplemental Declaration for the Adoption of Section B of the Queensridge
1159 Master Plan Community Standards, recorded in Book 960924, Document 92 official records.
1160 And I guess I would point out that it's my understanding that this developer has actually
1161 developed custom lots in Queensridge. So it has to be fully aware of these building design
1162 guidelines.

1163

1164 **COUNCILMAN ANTHONY**

1165 So those are Queensridge documents?

1166

1167 **MICHAEL BUCKLEY**

1168 They're Queensridge documents.

1169

1170 **COUNCILMAN ANTHONY**

1171 They're not City -.

1172

1173 **MICHAEL BUCKLEY**

1174 They're adopted pursuant to the Master CC&Rs.

1175

1176 **COUNCILMAN ANTHONY**

1177 Okay. Were they based on City approval? Or it's just –

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1178 **MICHAEL BUCKLEY**

1179 Well, I think, what I have been listening to here is this is a master plan community, and this is
1180 part of the master plan is that these would be built according to the Queensridge, the philosophy
1181 of Queensridge.

1182

1183 **COUNCILMAN ANTHONY**

1184 Okay. All right. Thank you.

1185

1186 **FRANK SCHRECK**

1187 Mayor, just very briefly, I need to correct the record. Mr. Jerbic said that major modifications
1188 somehow only applies to development agreements in this matter that we've been discussing.
1189 They do. They're mandatory if you have the development agreement. But that's not all they apply
1190 to.

1191 The first application for development filed by this developer was for 720 units. That was filed in
1192 I think it was November of 2015. And there was a staff report on that request for 720 units on
1193 that 17.49 acres. To the staff report, in dealing with that, says without equivocation this site, the
1194 site is part of the Peccole Ranch Master Plan. The appropriate avenue for considering any
1195 amendment to the Peccole Ranch Master Plan is through the major modification process as
1196 outlined in Title 19.10.040. As this request has not been submitted, staff recommends that the
1197 General Plan Amendment, rezoning, and site plan development plan review request be held in
1198 abeyance and no recommendation on these items at this time.

1199 So what the Planning Department did is said you can't go forward to the Planning Commission
1200 with that first application without having a major modification. It had nothing to do with a
1201 development agreement.

1202 And here's the second page in that. It is the determination of the Department of Planning that any
1203 proposed development not in conformance with the approved Peccole Ranch Master Plan would
1204 be required to pursue a major modification of the plan prior to or concurrently with any new
1205 entitlements.

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1206 So it was required by the staff for the 720 application, which was the first one, and it wasn't
1207 allowed even to go to the Planning Commission without having that application for a major
1208 modification. So it isn't just with general. It's not just with development agreements. It's with any
1209 development within the Peccole Ranch, you have to have a major modification if you can put
1210 any kind of residential, and you have to then have a general plan amendment to be consistent
1211 with that major modification.

1212

1213 **BRAD JERBIC**

1214 If I could, Your Honor, again as we go through this piece by piece, I want to make sure the
1215 record is abundantly clear. I would agree theoretically with Mr. Schreck; there could be
1216 standalone projects that absolutely require a major mod, even if they're not part of a development
1217 agreement. That's true. But let me ask a question of the Planning Director. Do you believe a
1218 major modification is required for this application, and if so, why and if not, why not?

1219

1220 **TOM PERRIGO**

1221 Staff spent quite a bit of time looking at this, and we do not believe a major modification is
1222 required as part of this application.

1223 First and foremost, the Master Plan adopted by City Council specifically calls out those master
1224 plan areas that are required to be changed through a major modification. This Peccole Ranch is
1225 not one of those. Yes, some of the exhibits you've been shown discuss Peccole Ranch and a
1226 whole bunch of other areas as being master plan areas, but it also specifically calls out only those
1227 that require a major modification. So that's first. Peccole Ranch is not one of them.

1228 Second, there have been, and some of the exhibits you've seen have shown where parcels have
1229 been changed from commercial to multi-family, from multi-family to residential and so on. There
1230 have been six actions on this property that were done without a major modification for that very
1231 reason that it's not required. Those actions were done through a general plan amendment and a
1232 rezoning. What's before you now, that you're considering, is a general plan amendment, and just
1233 like those other previous actions, they did not require a major modification.

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1234 **FRANK SCHRECK**

1235 Just briefly in response, the part of the General Plan that he's referring to are special area plans
1236 where Peccole Ranch nor The Lakes nor any other master plan communities are listed. The other
1237 part of the City General Plan of 2020 has, and you already saw George Garcia listed the master
1238 plan communities that have been approved, and your ordinance specifically says, as he showed
1239 you, in a master development plan community, if you're going to make a change, you have to
1240 have a major modification, no equivocation. That's what your law says, and that's what you
1241 should follow.

1242

1243 **MAYOR GOODMAN**

1244 Please. Let's continue and no more repetitions. I think you've had your time. Thank you.

1245

1246 **SHAUNA HUGHES**

1247 Mayor, members of the Council, Shauna Hughes, 1210 South Valley View, Suite 208. I'm here
1248 representing the Queensridge Homeowners Association. This has all been very interesting so far,
1249 but I'd like to say that I think we can cut to the chase and get to the bottom line a lot more
1250 quickly.

1251

1252 **MAYOR GOODMAN**

1253 Thank you.

1254

1255 **SHAUNA HUGHES**

1256 This application is a sham. Let me explain what I mean. The last time I was here and the Mayor
1257 ordered Frank Pankratz and I to meet and negotiate and make some changes so that we could
1258 come back with a global settlement and a global development agreement, we started those
1259 meetings. After the second or third one, I don't remember which, I'd have to go back to my
1260 calendar, which I don't have with me, this application gets filed. I said: What is that? How is that
1261 negotiating in good faith?

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1262 I was told, and I quote – not by Frank, I'd like to make that clear – I was told by another staff
1263 member that's what's called a shot over the bow. I said: Excuse me? And I was told: We don't
1264 want this either, but we need the neighborhood to know that we will proceed in this direction if
1265 we don't go back to the development that we originally proposed and the one that we originally
1266 wanted.

1267 So this is nothing more than a sham to scare the neighbors into agreeing to something that they
1268 don't want to agree with, which did not happen. I should have stopped the meetings at that point.
1269 I should have recognized this for what it was then, and I actually did, but I never will be the last
1270 person to walk away from a negotiating situation ever, and so we kept meeting.

1271 And I thought, okay, this is threatening, and it's intended to be threatening, but the Mayor and the
1272 Council are not going to let them get away with this. The Mayor and the Council made it very
1273 clear they want a unified agreement, a unified development proposal. They're not going to let
1274 them come in and piecemeal it 20 and 30 acres at a time. And yet, here I find myself in exactly
1275 that situation.

1276 So if you're a neighbor in this neighborhood, this is what you're now looking at. You're gonna
1277 have 20 and 30 acres shoved down your throat of exactly what you've got here now, because if
1278 you approve this, how are you going to say no to the next 20 that's adjacent? You can't. So this is
1279 nothing more than a strategic, deliberately strategic maneuver on their part to crush the
1280 opposition to their original plan, which is what they always wanted to go back to.

1281 And I think it's a really, really big problem, and I want to call this for what it is. There are a lot of
1282 technical things wrong with this application in front of you, but the biggest thing wrong is that
1283 you are being asked to participate in what amounts to, in my opinion, a blackmail effort against
1284 the people who have been living in that neighborhood, negotiating in good faith. Your City
1285 Attorney and Mr. Perrigo have been killing themselves trying to get concessions from this
1286 developer, trying to move something along.

1287 We're close. We're not here, obviously. That's the next item to be continued, because it's not done.
1288 But in the meantime, what do you think the message is to every homeowner who, for the 800th
1289 time, has come out to come to a meeting? The message is it's not really a level playing field,

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1290 because we'll get squashed with these 20, 30-acre applications at a time. And that's exactly what
1291 is happening here.

1292 And I honestly can't quite figure out and get my head wrapped around how we managed to get
1293 into this position, how this was allowed, how you put competing applications on the same
1294 agenda. Told one's gonna be continued, but you do the other one. None of this makes a bit of
1295 sense. And I just don't want any of you to naively not understand that this is a deliberate, tactical
1296 error to scare these neighbors into shutting up and agreeing to something.

1297

1298 **MAYOR GOODMAN**

1299 Okay. I think, I don't know about everybody that's here, but Mr. Jerbic, how do we move this
1300 along? Because I think all of us are in a position to make some decision on something. We've
1301 heard these comments. Something new may be coming.

1302 But really, from my perspective as Mayor, I had asked for something. Shauna just alluded to it,
1303 and I want to move this along so we can get the decision to work together, which is what I asked
1304 you to work and Frank and Shauna, to get together so we can come to some type of reasonable
1305 way for this project to move forward, but not on a piecemeal level. I said that from the onset.
1306 After we approved that one project that's down there on the northeast corner that we want this
1307 moving forward, and there needs to be some type of consensus.

1308 So, at this point, rather than hearing more comments, I mean, we can be here until 2:00 in the
1309 morning and everybody wants another say, the bottom line is we need to make decisions on
1310 specific instructions as to what we can do so we can vote. And I want to ask you, at this point,
1311 were you – and listening to Shauna, you and Tom worked very hard to try to mediate and pull
1312 things, not I wouldn't even say that, facilitate, negotiate impartially to try to get the sides to make
1313 this something that's doable.

1314 And under what we have understood all along, these are separate pieces, the golf course and
1315 public spaces from the residential, and that's what we have been assured is the fact. And so when
1316 can we get to resolution on it? How do we proceed with these items? To me, it was in a very

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1317 different venue that we're going to hear more and more on the specifics before we get to the
1318 whole.

1319

1320 **BRAD JERBIC**

1321 Let me just jump in real quick.

1322

1323 **MAYOR GOODMAN**

1324 So tell us what to do.

1325

1326 **BRAD JERBIC**

1327 This is a public hearing, and there is a legal requirement that people be heard at the public
1328 hearing. And to cut it off without having people be heard will create a legal issue, and I don't
1329 recommend that. So I recommend that everybody who wants to speak have an opportunity to
1330 speak.

1331

1332 **MAYOR GOODMAN**

1333 With or without a time limit?

1334

1335 **BRAD JERBIC**

1336 That's the second part is you can set any time limit you want. If you want to restrict the time
1337 limit, that's totally within your discretion. But restricting people from talking is not. We need to
1338 let everybody talk.

1339

1340 **MAYOR GOODMAN**

1341 Okay. So I understand that, and that's exactly what we're going to do. We're going to hear from
1342 everybody. And most of you we've heard from before, and maybe there's something new you're
1343 adding, which we would hope that might make some difference, and we will hear from you.

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1344 So what I'm going to say and our principals to the issue of any different length, is there any
1345 recommended difference for an attorney representing a group or the principal speaking or
1346 anything else, in your recommendation, so everybody has a chance to speak?

1347

1348 **BRAD JERBIC**

1349 It's typically been your tradition that if there's a group spokesman, you've allotted them more
1350 time. If it's an individual spokesman, you've allotted them less. That's within your discretion.

1351

1352 **MAYOR GOODMAN**

1353 Okay. So what we will do is limit everybody, unless you are a principal representing a group and
1354 have not appeared and you have something new to add, we will then let you have, we'll give
1355 somebody new who's not a principal two minutes. Anybody that's a principal that is representing
1356 or responding to gets their five minutes.

1357 How will you know? Pardon, they will tell us who they are and if, in fact, they are a principal, an
1358 attorney for a particular group, or if, in fact, whatever their relationship is. And if they've spoken
1359 to us before, it would help when they tell you their name.

1360 So please come on up, sir. In fact, I will tell you if I can figure it out.

1361

1362 **HERMAN AHLERS**

1363 Mayor Goodman and Council people, I'm Herman Ahlers.

1364

1365 **MAYOR GOODMAN**

1366 We're going to do two minutes and five minutes. But if you don't use your two or your five, that's
1367 fine too. But you're two minutes.

1368

1369 **HERMAN AHLERS**

1370 I'm Herman Ahlers. I live at 9731 Orient Express Court. I've been there for 18 years.

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1371 **MAYOR GOODMAN**

1372 Yeah. And because you're so tall, can you get closer to the mic? I'm sorry. Our microphones are
1373 very short. Thank you.

1374

1375 **HERMAN AHLERS**

1376 I'd just like to make two comments in regard. I guess what we're talking about this 61-lot
1377 subdivision. Is that what's on the agenda?

1378

1379 **MAYOR GOODMAN**

1380 That's part of it, but I would say down here that's Agenda Item 134.

1381

1382 **HERMAN AHLERS**

1383 Can you put this picture up of the existing-

1384

1385 **MAYOR GOODMAN**

1386 Yeah, there you have it. It's there.

1387

1388 **HERMAN AHLERS**

1389 Okay. This is actually where this subdivision is trying to get put in.

1390

1391 **MAYOR GOODMAN**

1392 Correct. We know that.

1393

1394 **HERMAN AHLERS**

1395 But I have a subdivision inside a subdivision that borders on all corners is very, very difficult to
1396 be attractive. Number one, the elevations in this particular golf course area is somewhere around
1397 14 feet below the elevation of all the rest of the homes. Secondly, the amount of variances that
1398 this developer, some of them have already been granted smaller streets, less sidewalk, less

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1399 setback, no open space, no hard amenities, or no hard improvements. So it's really a tough
1400 situation to have it inside of a tight subdivision.

1401 The other point is the entrance. The entrance on Hualapai is a total disaster. We've had two
1402 people that were killed at that corner of Hualapai and Alta. Now, if they want to build an
1403 entrance, that entrance should be similar to the entrance that we have coming in to Queensridge
1404 North. That is guarded. It is 24/7. It is state of the art. If they're going to put an entrance in,
1405 they've got to put an entrance that would secure all of us.

1406

1407 **MAYOR GOODMAN**

1408 Thank you.

1409

1410 **HERMAN AHLERS**

1411 Okay?

1412

1413 **MAYOR GOODMAN**

1414 Thank you. Yes, please. Thank you.

1415

1416 **BOB PECCOLE**

1417 Bob Peccole, I live at 9740 Verlaine. I am a principal. I represent appellants in the Nevada
1418 Supreme Court.

1419 The first thing I'd like to bring to your attention has to do with the Development Agreement. The
1420 Development Agreement is wrong right on its face. Now, the reason I say that, and I'm going to
1421 try to make it very clear so you'll understand why I'm saying it. First of all, there were two deeds
1422 once Fore Stars got the golf course. The first deed was a quitclaim deed from Fore Stars to 180
1423 Land Company, LLC. The second deed was from 180 Land Company to Seventy Acres, LCC.

1424 Okay?

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1425 Now, when you look at the Property Settlement Agreement or, excuse me, the Development
1426 Agreement, you will see on page 46, which is the signature page, it only allows for the signature
1427 of 180 Land Company, LLC. That's one.

1428 Now, we already know that Seventy has 70 acres. Okay, let's now try to clear that up. What
1429 happened is there was a loan based upon this property, and the first loan had to do with Thomas
1430 Spiegel. He was involved in a lending of \$15.8 million that went to Mr. Yohan Lowie.

1431 And what happened then? Well, the legal description of that particular trust deed was lot five,
1432 which was all of the golf course, the 18 holes. Subsequently, that note was transferred over to
1433 Western Alliance Bank. Western Alliance Bank ended up with a new trust deed.

1434 Now, this is important to understand. This trust deed was written and given by Seventy Acres,
1435 LLC, who is not a party to this Development Agreement. And why are they not a party? Because
1436 they own 70 acres of the total of 250.92 that this Property Settlement Agreement covers. You've
1437 got to understand 70 acres is out of this agreement, because of this other company, this Seventy
1438 Acres, LCC. They own it, but it's under trust deed to the bank. Well, what effect does that have?
1439 Well, we'll see right here. It says that this trust deed covers a promissory note for \$15.8 million.
1440 That's the promissory note. It was transferred over.

1441 So then what happens? Well, you have to really take a look at the different things in these trust
1442 deeds. This particular trust deed takes away everything that they could actually do anything with.
1443 They gave up all their rights under this trust deed for the \$15.8 million loan. So that leaves you
1444 now with a situation where Seventy Acres, LCC could never be a party to this Property
1445 Settlement Agreement because they've already signed away all their rights under the trust deed to
1446 the bank.

1447 I think Mr. Jerbic knows that, and I think that's why when they put in the application for this
1448 Development Agreement, they put it in for the full 290 acres. But that could never be, because
1449 the 70 acres is already removed. So it's a false document. And if you're going to sit here and
1450 listen to everybody throw around these development agreements and their understandings, well,
1451 they're working on a false premise.

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1452 And I would just say that if you ever look at the actual Property Development Agreement, you
1453 know, Mr. Lowie never intended to build or develop, and he's snowing you guys. He's making
1454 fools out of you, because what he has in mind is he needs the entitlements. Those entitlements
1455 are worth millions and millions of dollars without him ever turning a shovel of dirt.

1456

1457 **MAYOR GOODMAN**

1458 Thank you.

1459

1460 **BOB PECCOLE**

1461 And what's really surprising is – I'd just like you to know this. This is an important part. What
1462 has happened is he bought this property in 19, it would have been 1994. In fact, he bought it just
1463 – okay, let me just look here for a minute. Okay, he bought it in December of 2015. Actually,
1464 there's some discrepancy, because it might have been 2014. But here's what he says in a lawsuit
1465 where he filed it against me and my wife for \$30 million of damages.

1466 I want you to hear this. On December 1st, 2015, Plaintiff Seventy Acres, LLC entered into an
1467 agreement for purchase and sale of property with a luxury apartment builder to acquire 16 to 18
1468 acres of land for \$30,240,000. He's already sold it, and this was in '85. He didn't even have it a
1469 year and he had no entitlements. He'd already sold it. So that was the 70 acres that was in the
1470 Seventy Land, LLC.

1471 This is crazy. It shows you exactly what he's up to. He's not trying to develop anything. He
1472 doesn't have to. If you give him the entitlements, like he's asking you to do now, not only are you
1473 fools, you're making fools out of all of us.

1474

1475 **MAYOR GOODMAN**

1476 Next, please.

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COMBINED VERBATIM TRANSCRIPT – AGENDA ITEMS 82, 130-134

1477 **DALE ROESSNER**

1478 Hello, Mayor and members of the Council. My name is Dale Roessner, 9811 Orient Express
1479 Court. I have two maps, I don't know if we can put them up on the screen and if you can see
1480 them or not. Can you see them okay?

1481

1482 **MAYOR GOODMAN**

1483 Yeah. Push them up a little bit.

1484

1485 **DALE ROESSNER**

1486 The 131 represents a General Plan Amendment for the 166 acres. And then we talk about the 61
1487 homes that would really be on lot one, which is this red up in the corner. And Mr. Kaempfer
1488 came up and, you know, he's pleading, you know, for another bite of the apple saying, you know,
1489 I need to get some zoning. I've got to show something to my lenders. And quite frankly, you gave
1490 him a huge bite of the apple a while ago when he got all that zoning for the 435 acres or units.
1491 And also, Mayor Goodman, I remember you saying you really didn't want to see this being
1492 piecemealed. And what really concerns me about these maps is they're going for an amendment
1493 on 166 acres when they really, you know, are kind of dialing it back and in some respects saying,
1494 well, we just want this for the 31.

1495 But if this 131 passes, really, you know, Pandora's box has been opened, you know, for the whole
1496 166 acres, and I feel like that's a big, unintended consequence.

1497 And I'm really – we've already had enough unintended consequences with the vagueness of the
1498 Peccole documents and what we were represented and where we're at today. And I just please ask
1499 you to hold this in abeyance. And I know Brad's been working hard. I've talked to him. I know, I
1500 think everybody's working in good faith. And I just wish that you would stick to your original
1501 position, which was let's get this whole thing done once and for all and not do a piecemeal,
1502 please.

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1503 **MAYOR GOODMAN**

1504 I thank you so much for that comment, and if there weren't 7,000 more people waiting to speak,
1505 we could get to a point that we could address what you say. So I appreciate it.

1506

1507 **ANNE SMITH**

1508 Good evening, Mayor and Council. I'm Anne Smith, and I'm from 653 Ravel Court, and I'm
1509 representing all of Ravel Court right now.

1510

1511 **MAYOR GOODMAN**

1512 And as far as I understand, but I'm not sure, I know there's an issue there, and that's one of the
1513 reasons we're hopeful the conversation will continue if tonight ever ends. So I don't think you
1514 have to tell us anything. I know that there were issues, there are certain issues to which the full
1515 Council is not even privy, doesn't have the information yet, and so yours is there. I don't think
1516 you have to say anything. I think the developer is trying to work and figure it out as well. And so
1517 we just want to move this all forward. So you can give her her full two minutes, please.

1518

1519 **ANNE SMITH**

1520 Okay. I'm not going to rehash anything. What we wanted to do was acknowledge you personally
1521 for having Brad Jerbic get involved in this to start with, and whether he was organizing or
1522 mediating our discussions with the developer over the past month. So he's given us the voice in
1523 the process that we've been asking for, for 18 months, and he's gone above and beyond. We have
1524 to say that.

1525

1526 **MAYOR GOODMAN**

1527 And you've moved mountains. I cannot tell you everything and the generosity too of the
1528 developer working and bending and the community and the residents working on it. Victory is
1529 very close.

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1530 **ANNE SMITH**

1531 So that's what we wanted to say is that we've gone back and forth and we've had some progress.

1532 And even last night, we met with Brad and Stephanie, and even though we didn't get an

1533 agreement, we feel that compromise is possible. However, we need more time and direction from

1534 you to keep going.

1535 But we are concerned. The reason I'm talking is because we're concerned about what's, the

1536 sequence of the applications tonight, because it just appears that if those are going to be

1537 approved, then the impetus to come to a mutual agreement on the Development Agreement is in

1538 jeopardy. So we plead with you not to do that so that a development agreement can be worked

1539 out, where we all have protection, whether it's us or whether it's the new Two Fifty or whatever it

1540 is. You know, we've always been willing to work this out. And I know you know some of that,

1541 but I want it on the record. And we will say the same to our new Councilman as well. So we're

1542 willing to work on that. Thank you.

1543

1544 **MAYOR GOODMAN**

1545 Thank you.

1546

1547 **KARA KELLEY**

1548 Good evening, Mayor and members of the Council. My name is Kara Kelley. I've been a

1549 Queensridge homeowner for almost 17 years, and I live on Camden Hills. I'm here in support of

1550 the staff recommendation for the developer. I'm hoping that the Development Agreement will

1551 cover, the eventual agreement will cover all of the unresolved issues, but wanted you to know

1552 that on behalf of my family, we are in support of their proposal as it stands. Thank you very

1553 much.

1554

1555 **PAUL LARSEN**

1556 Thank you, Mayor, Council members. As you know, I'm a land use attorney. I'm not representing

1557 anybody here today.

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1558 **MAYOR GOODMAN**

1559 No. We don't know your name. We know you're a land use attorney.

1560

1561 **PAUL LARSEN**

1562 My name is Paul Larson. I'm a Queensridge resident. I've only heard three gentlemen speak
1563 tonight who I agree with, from a procedural basis, regarding Items 131 through 134, and that
1564 would be your City Attorney, your City Planning Manager, and Mr. Kaempfer. Everybody else, I
1565 think, is simply creating a record for some kind of litigation down the road without addressing
1566 exactly what's before you. What's before you is, if I can point out the concerns that the residents
1567 have: the residents want the golf course to not be public; they want to keep undesirable elements
1568 out of that space that is now fallow.

1569 So we'd like to see it developed into something. We'd like to see it developed into something
1570 green. We'd like to see it developed into something consistent with the density of the surrounding
1571 neighborhood, and we'd like to see it designed consistent with the surrounding neighborhood.
1572 The application before you hit all four of those major concerns that we have. So that's it.

1573

1574 **MAYOR GOODMAN**

1575 Thank you. Two.

1576

1577 **LARRY SADOFF**

1578 Good evening. My name is Larry Sadoff, and I live at 9101 Alta Drive. And I'll try to brief and
1579 things that have not been brought up.

1580 Three things very quickly: Number one, I think it's presumptuous of anybody here to say they
1581 speak for the residents. The residents are a mosaic of different groups, and no one speaks for the
1582 residents here. So when people say we spoke to the residents, that simply is not true, and no one
1583 is speaking for me.

1584 Number two, and I think is important. I'm going to talk about the whole plan, Mayor, because
1585 you asked to have one concise plan everybody gets together. I sat here in many Planning

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1586 Commission meetings and many City Council meetings, and I heard Mr. Kaempfer last time get
1587 up here and say, okay, we're going down from 720 units to 435, because we're listening to the
1588 residents, and we're going down to a zoning of 24.5. I sat there and, to be very frank, I said to the
1589 person next to me that's a bait and switch. Those units will come up someplace else.
1590 Although it's not in this group here, you're seeing a request for 2,000 units in a very small area,
1591 low rises and high rises with a density of 35 to 37 units per acre, which is much more than
1592 anything else. I've asked the Director a couple of times: Are there any other places outside of
1593 Downtown where you have that density? I cannot get an answer to that.
1594 I've listened with respect to you folks today as you went through some of the other permit
1595 applications considering the fabric of the community. I'm for responsible development. But when
1596 you have these 2,000 units, and then Calida is coming up with another 350 units across the street
1597 there, you are changing the fabric of the community. You need to consider the fabric of the
1598 community and do what's responsible development. And to me, to put 2,300 units in an infill
1599 here, in a suburban area makes it an urban area, and I'm not against urban areas, but this is a
1600 suburban area.
1601 And the last point I'd like to make, I sat until 2 o'clock in the morning on a Planning
1602 Commission meeting last week. And it was very, very fascinating there, because basically there
1603 was point after point after point that came up. Even people who supported the development said:
1604 What about this? And the people at the podium said: Oh, we'll get that in there. We'll get that in
1605 there.
1606 It's interesting that's the only item on the agenda that's heard at this meeting. Every other item
1607 was heard in the 19 July meeting. Why is this being pushed through right now? Why don't we
1608 have a comprehensive plan and get together and heard? Thank you very much. I appreciate it.
1609
1610 **MAYOR GOODMAN**
1611 Thank you very much.

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1612 **LUCILLE MONGELLI**

1613 Hello, I'm speaking for a number of residents at One Queensridge Place. Good evening. My
1614 name is Lucille Mongelli, and I live at 9103 Alta Drive, Unit 1202. I'm addressing the City
1615 Council today as I'm requesting that any voting for the Badlands development in its current
1616 proposal be held off until the next Council meeting in July when the newly elected Council
1617 members can have the opportunity to review the Badlands development proposal and consider
1618 their vote which will affect the area for the next 30 years.

1619 I live in Las Vegas, and I have attended several of the meetings held in this room where there
1620 have been multiple changes to what the builder is proposing. Each proposal has been modified,
1621 and the current proposal and what is being proposed this evening is the worst of all. A hotel,
1622 assisted living complex, houses, towers, condominiums, rental units – the gamut is being
1623 presented and none of it is good for the community, nor for the homeowners of the freestanding
1624 homes in Queensridge, on the golf course, nor in the Towers where I reside.

1625 The whole concept has been entertained for over 18 months with no regard for the impact this
1626 over-the-top development will have on schools, water consumption, traffic, hospital overload and
1627 greenspace. There are miles of desert land in the town that could be developed, and this
1628 development does not need to be behind the homes where small children and elderly people
1629 reside.

1630 For months, there has (sic) been postponements of meetings due to Council members' schedules
1631 as well as the mayor's. And why does a vote need to take place now? Is there something to the
1632 rumors of Badlandsgate? This developer has been given extensions and special treatment which
1633 no other developer has ever been given. There have been private meetings in homes with the
1634 developer where there has been no public record. There have been threats made to homeowners
1635 that if they don't agree with the development, there will be consequences.

1636 That in itself speaks volumes as to what is going on here. The developer created a Supreme
1637 Court building recently, and could it be that there are special interests involved here to reward
1638 him?

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1639 **MAYOR GOODMAN**

1640 Thank you very much. Appreciate it. Thank you.

1641

1642 **LUCILLE MONGELLI**

1643 Clearly this –

1644

1645 **MAYOR GOODMAN**

1646 Thank you, ma'am.

1647

1648 **LUCILLE MONGELLI**

1649 I'm not done.

1650

1651 **MAYOR GOODMAN**

1652 Well, you're done, because it's two minutes, and that's what we're doing, and we gave the
1653 principals more.

1654

1655 **LUCILLE MONGELLI**

1656 Okay. You have to understand something. I'd like to finish –

1657

1658 **MAYOR GOODMAN**

1659 No, no, no.

1660

1661 **LUCILLE MONGELLI**

1662 I'd like to finish.

1663

1664 **MAYOR GOODMAN**

1665 You made accusations. I'm sorry, ma'am. You've made accusations.

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1666 **LUCILLE MONGELLI**

1667 I'd like to finish. Maybe because you don't like what I have to say, but I'd like to finish.

1668

1669 **MAYOR GOODMAN**

1670 No, I don't like your rudeness.

1671

1672 **LUCILLE MONGELLI**

1673 I flew in from New York with a father sick in a hospital.

1674

1675 **MAYOR GOODMAN**

1676 No, I just – I'm sorry.

1677

1678 **LUCILLE MONGELLI**

1679 And Mr. Coffin said that we should be allowed to speak.

1680

1681 **MAYOR GOODMAN**

1682 You are.

1683

1684 **LUCILLE MONGELLI**

1685 Mr. Jerbic said we are allowed to speak.

1686

1687 **MAYOR GOODMAN**

1688 You are, and we said two minutes per resident or anyone else.

1689

1690 **LUCILLE MONGELLI**

1691 Thank you.

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1692 **MAYOR GOODMAN**

1693 And five minutes for the principals. Thank you very much.

1694

1695 **RICK KOSS**

1696 Hi, my name is Rick Koss and I'm scared. No. I promise to be about a minute and a half.

1697

1698 **MAYOR GOODMAN**

1699 Thank you.

1700

1701 **RICK KOSS**

1702 Just a two quick points. Probably the only representation of what the residents think, I hate to say
1703 this, is the election, which was probably the only – this was the key issue in Ward 2. If there was
1704 any other issue, I'm not sure what it was. So if anything spoke to how the residents think, that
1705 would only be the proper representation, nothing else that any one person would say. That was
1706 what the best public forum was.

1707 The other is I hear about these meetings. I live in St. Michelle. This specific 61 units, I have yet
1708 to sit in a meeting. I have several of my neighbors. I have yet to be in a meeting yet to talk about
1709 what's going to be in my backyard. So this particular project I have yet to have a conversation
1710 on. So to say I participated is an error, and I have a number of my neighbors there. Thank you.

1711

1712 **MAYOR GOODMAN**

1713 Thank you. Thank you very much.

1714

1715 **HOWARD PEARLMAN**

1716 My name is Howard Pearlman, 450 Fremont Street, Las Vegas. How many minutes do architects
1717 get? I just came up here to say that very simply, speaking as an architect, probably the best
1718 architect in this city is not an architect. The best architect in the city is right here, this guy right
1719 here.

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1720 **MAYOR GOODMAN**

1721 He is very good.

1722

1723 **HOWARD PEARLMAN**

1724 And I say that and I'm an architect. And my mom thinks I'm the best, but I know who the best is.

1725 It's this guy right behind me.

1726 Queensridge Towers, Tivoli Village, the Supreme Court building. And I know him personally.

1727 And I know the passion that he has not only for every single detail of every stone of every

1728 project that he does, but I know him as a passionate and compassionate man. And I've worked on

1729 projects with him. And when it comes to how his project affects neighbors, he is extremely

1730 diligent in making sure that he doesn't adversely affect anybody. He is a caring, good man.

1731 And if I can give the City Council just one little piece of advice that I've had on my chest for

1732 about 40 years, it's this. If you want to have a great city, listen to your planners. You've got an

1733 excellent planning staff. If the planning staff is for this, listen to them and let the planners work it

1734 out.

1735 I've been to a lot of these meetings, and I've heard a lot of neighbors say that: You know, this is

1736 the worst thing that could ever happened to me. And then it's built, and I see them in a grocery

1737 store five years later, 10 years later. Thank you, Mr. Pearlman. It was beautiful. I'm so sorry I

1738 opposed you.

1739 Listen to your planners. Thank you very much, Mayor. Thank you, Council.

1740

1741 **MAYOR GOODMAN**

1742 Thank you very much.

1743

1744 **SALLY JOHNSON-BIGLER**

1745 My name is Sally Johnson-Bigler. I live at 9101 Alta Drive. There's been a lot said about how

1746 wonderful all of the work is that Mr. Yohan Lowie has done. I live in the Towers. We have

1747 persistent leaks. We have spas that don't work. We have things that need to be torn out constantly.

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1748 We are in the middle of a huge lawsuit, a \$200 million lawsuit, which we were just given thirty
1749 some million dollars, and it's not over yet. So his building is not all that great. You just need to
1750 keep in mind that these are the facts that his construction has a lot of problems. I live there.
1751 Also, who's going to hold his word to the fire? We asked that Mr. Beers recuse himself. He's not
1752 going to be on this Council any longer, so the rest of you will be left with the rest of this. Also,
1753 all of these folks that are here, I would wonder how many of them could stand and say that they
1754 are his sycophants or shills that are here, possibly family members, employees being paid to be
1755 here. Are they homeowners? Are they genuinely affected by this, or are they just here as a favor
1756 or on the payroll?

1757 We are taking time out of our lives because this directly affects us. We are not here as favors or
1758 being paid. We are here because these are our homes. This is where we live. This is our
1759 investment. These are our friends and families that live in these areas. That's all I want to say.
1760 Thank you.

1761

1762 **MAYOR GOODMAN**

1763 Thank you.

1764

1765 **DAVID MASON**

1766 Hi, I'm David Mason, 1137 South Rancho, Las Vegas 89102. I'm going to give you my personal
1767 experience. I've heard numerous times and it finally got to me tonight, similar to her
1768 conversation about what a wonderful builder Yohan is. I think he's a wonderful designer. I do not
1769 believe he's a wonderful builder.

1770 I was on the first Board that took over from – I've lived in Queensridge since '07 when it opened.
1771 I was on the first Board, the President of the Board, and I contended with tremendous problems
1772 from the construction. I want to correct a little bit of what she said, and it's not a \$200 million
1773 lawsuit. It was a \$100 million lawsuit based on a bond that was put up by Mr. Yohan Lowie and
1774 the contractor. I heard for months and years before I got on the Board that it was the contractor
1775 that created these problems, it was the contractor, contractor.

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1776 When I got on the Board and I personally went into units, saw the problems, and through my
1777 investigation somewhere between 70 and a hundred million worth of that work was done by
1778 Yohan. And they just lost. That lawsuit is ended. They just lost a \$30 million lawsuit for, give or
1779 take a half a million, for construction defects. And that's him and the contractor.
1780 They can say they didn't do the work. But I can tell you personally decks, all kinds of areas that
1781 created leaks. I spent \$3.5 million of our money for temporary repairs – temporary repairs. Now,
1782 this is a personal – I'm just telling you my personal experience. When I moved in there and paid
1783 \$750 a square foot for my home, the representations to me were the golf course next store, this
1784 beautiful Renaissance building that's going to be built across the street. We're going to finish
1785 Tivoli, and it will have homes in it. And this is the environment you're moving into.
1786 That environment now is apartments across the street, not a beautiful Renaissance building. The
1787 Tivoli, through a negotiation between him and his partner, I don't know the details of it, but the
1788 bank that he was partnered with took over that development. Now the golf course is going to be
1789 gone if we continue down this path.
1790 So the next time I hear he's a wonderful developer, it's going to even bother me more. He's a
1791 great designer, in my opinion. He's not a great developer. And I don't believe personally that he's
1792 going to do all of this development. Thank you.

1793

1794 **TERRY MURPHY**

1795 Good evening. Terry Murphy, 1930 Village Center Circle. I just have one very important point to
1796 make. The application before you – well, first I'll answer a question that Councilwoman
1797 Tarkanian asked of Mr. Rankin earlier. When was the last master plan approval done? It was in
1798 2015.
1799 And the point I want to make is that you have an application for a general plan amendment on
1800 166 acres for 5.49 units per acre. My math, which isn't great, but I used a calculator, tells me that
1801 is 911 homes. So this Council would be approving nearly half of what would have been done in a
1802 development agreement with no development agreement, no roads, no flood control, no nothing,
1803 just a general plan amendment for 911 homes. And that's the only point I want to make.

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1804 Sorry to take your time. I know you guys have had a very long day.

1805

1806 **MAYOR GOODMAN**

1807 Thank you.

1808

1809 **TERRY MURPHY**

1810 But that's a very important point to understand.

1811

1812 **MAYOR GOODMAN**

1813 Thank you.

1814

1815 **ELAINE WENGER-ROESSNER**

1816 Good evening. My name is Elaine Wenger-Roessner. Just for the record, I would like to report
1817 that the Queensridge Owner's Association Board did meet twice in April with the developer and
1818 several of his team. At the first meeting, I requested a comprehensive written plan for the
1819 redevelopment of the Badlands Golf Course.

1820 And since the Board is not empowered to negotiate and/or agree to a potential proposal on behalf
1821 of the entire community, I requested that it be written so the Board could actually function as a
1822 conduit for information to the Queensridge residents. The Board could then facilitate or assist in
1823 neighborhood feedback. I believed we were really beginning to make progress. I personally was
1824 very excited about that.

1825 And Mayor Goodman, I took great comfort in your clearly stated directive that the developer
1826 present a comprehensive development plan. I know that a lot of people are working on that. In
1827 fact, I think I recall you used the term, the phrase "global plan." And I now respectfully request
1828 you to deny the applications before you, because I feel like they would be piecemeal, and I'm
1829 really afraid it would undermine all the progress that has been made. Thank you.

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1830 **MAYOR GOODMAN**

1831 Thank you.

1832

1833 **TALI LOWIE**

1834 Hi. My name is Tali Lowie. I live at 9409 Kings Gate Court. I live with my parents, Merav and

1835 Yohan Lowie, obviously. I would like to speak on behalf of the future generation. If you can see

1836 all the people who are against this plan, they're all kind of older, and people who are more for it –

1837

1838 **MAYOR GOODMAN**

1839 Now watch it. We've had no insults except one. And don't go there.

1840

1841 **TALI LOWIE**

1842 I didn't mean to insult. I was just trying – oh my God, I'm so sorry.

1843

1844 **MAYOR GOODMAN**

1845 I'm kidding you. No, I'm kidding you. You're fine.

1846

1847 **TALI LOWIE**

1848 I'm super nervous as you noticed.

1849

1850 **MAYOR GOODMAN**

1851 No, no, no. You're fine. I got it. It's a joke.

1852

1853 **TALI LOWIE**

1854 But if you look on our side, or the people that are supporting, they're younger and -

1855

1856 **MAYOR GOODMAN**

1857 You know, some of you aren't so young over there. So consider yourself lucky.

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1858 **TALI LOWIE**

1859 Yeah. No, of course not. But I mean like there's me, and then there's like someone I know.

1860

1861 **MAYOR GOODMAN**

1862 I see a couple of young ones.

1863

1864 **TALI LOWIE**

1865 Sure. And I know that I think there is one woman that said that 30 years into the future, or

1866 something like that, it's going to matter, and she's right. It's going to be so important, but it's

1867 going to be my generation that carries on that. We're going to be the ones that come and live. And

1868 I know for me, like I'm moving to a different country, and I'm drafting into the military.

1869 But when I grow up, I want to come back, and I want to live in the neighborhood that I've lived

1870 for the last 17 years. And I want to be able to live in a new home and a new developed home, and

1871 I don't see a reason against it. I don't think that there is an issue to building new homes. I think

1872 making our community grow larger and to be bigger is such a great idea. Like we're moving on.

1873 This is the future. We should accept change. We should be happy that there's going to be more

1874 people that want to live in our community.

1875 And there are a few people that said that the development isn't good. And I mean I think you can

1876 go look at the Queensridge Towers and at Tivoli and the Supreme Court that just opened up, and

1877 you can see that it's not only good, it's amazing. And I'm not speaking because it's my father and

1878 because it's his, like company that he works in, but it's truly amazing. Like it's beautiful. And

1879 they don't even try a little. They go beyond, like above and beyond. Above and beyond. And so

1880 why wouldn't you want people to go above and beyond to keep going above and beyond? That's

1881 all I have to say. Thank you.

1882

1883 **MAYOR GOODMAN**

1884 Thank you. Your dad doesn't have to say a word. Good job. Okay. Anyone else? These are five

1885 each. Now, Mr. Jimmerson, as much as I admire you, I'm going to hold you to five.

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COMBINED VERBATIM TRANSCRIPT – AGENDA ITEMS 82, 130-134

1886 **JAMES JIMMERSON**

1887 Okay.

1888

1889 **MAYOR GOODMAN**

1890 Now that's hard, I know. But you're going to have to do it.

1891

1892 **JAMES JIMMERSON**

1893 Your Honor, listen, I'm going to shrink my remarks.

1894

1895 **MAYOR GOODMAN**

1896 Shrink them?

1897

1898 **JAMES JIMMERSON**

1899 Shrink them. Reduce them.

1900

1901 **MAYOR GOODMAN**

1902 Thank you.

1903

1904 **JAMES JIMMERSON**

1905 But I will say that you allowed one of the opposed to speak –

1906

1907 **MAYOR GOODMAN**

1908 No, no, you're fine with it. But if you need more, you're right.

1909

1910 **JAMES JIMMERSON**

1911 And they spoke 44 minutes.

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1912 **MAYOR GOODMAN**

1913 Right. But can you keep it –

1914

1915 **JAMES JIMMERSON**

1916 I will.

1917

1918 **MAYOR GOODMAN**

1919 Okay. Thank you.

1920

1921 **JAMES JIMMERSON**

1922 Thank you, Ms. Mayor and members of the Council. My name is James Jimmerson. I live at

1923 9101 Alta Drive. I live in the Queensridge Towers, and I have the privilege of representing these

1924 applicants here today.

1925 I'd like to first call your attention to what is being heard presently. What is being heard presently

1926 is Items 131, 132, 133, 134, but particularly 2, 3 and 4, which is the 61-lot application, which

1927 asks you to remove the –

1928

1929 **MAYOR GOODMAN**

1930 Can you get closer to the mic?

1931

1932 **JAMES JIMMERSON**

1933 They ask you to remove a land use designation that was erroneously placed upon this property in

1934 2005, as attested to by Mr. Jerbic in his discussions with you and also in the Planning

1935 Commission meeting of last Tuesday, which I think is really more of a formality because it's not

1936 properly placed there. A waiver to allow a street to be the same size of a street that is presently

1937 existing in the neighbor Queensridge Towers. The Verlaine Street is the same width as we're

1938 being asked here, which is pretty simple.

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1939 And the 61 lots, which is, as you know, a less density than even what is existed in the building
1940 there next door to it and that will have amenities that are equal to or greater than what is there
1941 presently now and which is within the entitlements that already exist on my clients, which you
1942 know is R-PD7, up to 7.49 dwelling units per acre with a land use designation of ML, Medium
1943 Low, and by agreement to Low as part of this project only, but historically had been Medium
1944 Low.

1945 That's what's before you. There is no – when you listen to all the fine men and women who have
1946 spoken against the project tonight, they are not addressing this project. They are not addressing
1947 the propriety of your approval, your exercise of sound discretion to grant and approve this 61 lots
1948 on 34.7 acres, or 07 acres. They are more talking about the issue that you have announced will be
1949 probably abeyed, by formal action tonight, to a July 19th hearing or perhaps thereafter.

1950 But on the merits of this project, this project has been pending now more for many, many
1951 months. It's been before you. And it doesn't benefit the Commission to have certain of the
1952 homeowners use terms like blackmail and these are a bunch of sycophants. By the way,
1953 regarding sycophants, could I have the ladies and gentlemen who supported the project please
1954 stand up, please. You may be a bunch of sycophants according to one person, but we're
1955 appreciative of the support, and I thank you very much.

1956 It is important, though, for me to correct the record as best I can in the short time period that I'm
1957 allowed. First, in 1990, a conceptual Master Plan was approved by this Council and its
1958 predecessor. But that plan was abandoned by 1996. The abandonment was a result of litigation
1959 that broke out between the original proponents of the plan in 1990, Triple Five and the Peccole
1960 Family. It was replaced by the Queensridge common use community. And that's one of the
1961 corrections we want to make.

1962 When Mr. Schreck speaks and he talks about the Queensridge golf course, I'm not familiar with
1963 that entity, because I know that there was never a golf course that was ever owned by the
1964 Queensridge interest community, nor has one dollar or one penny ever been spent by any
1965 residents living there, including myself, towards the benefit or control or maintenance of that
1966 golf course community.

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1967 Furthermore, there's no pending appeal on the court's ruling, finding as the City had found, that
1968 NRS 278A does not apply, contrary to Mr. Schreck's remarks. There is a direct judgment on the
1969 facts of this case that you heard from Judge Smith and from Judge Allf.
1970 If I could just read documents that I will place in the record here today. Finding number 50, it is
1971 you all, the court says. It is you all who this should be applied. You will make the decisions.
1972 Number 50, the plaintiffs are improperly trying to impede upon the City's land use review and
1973 zoning processes. The defendants are permitted to seek approval, referring to ourselves, to seek
1974 approval of their applications or any applications submitted in the future before the City of Las
1975 Vegas, and the City of Las Vegas likewise is entitled to exercise its legislative function without
1976 interference from the plaintiffs, who are some of the homeowners.
1977 Continuing at 51, and I'll conclude with that. Plaintiffs claim that the applications were illegal or
1978 violations of master declarations or without merit. Those arguments are without merit. The filing
1979 of these applications by defendants or any application by defendants is not prohibited by the
1980 terms of the master declaration, because the applications concerned defendants' own land and
1981 their right to build, and such land that is not annexed into the Queensridge common use
1982 community is therefore not subject to the terms of the CC&Rs.
1983 So I would say with regard to gentlemen like Mr. Buckley or Mr. Rankin or Mr. Garcia, simply
1984 read the court decisions, because the points that they try to argue here are re-litigations of that
1985 which has already been argued and which was adjudicated against them and in favor of the
1986 developer. So one of the things that you know is that we do have the development rights before
1987 you. You've been so advised by your City Attorney, who's done a remarkable job in trying to put
1988 the parties and parts together, as well as the court decisions that we've lodged with you in prior
1989 hearings. I would simply say that we all want to work with every homeowner that we can.
1990 I made a pretty significant and some serious talk with regard to the Planning Commission last
1991 week about you need to try to satisfy as many people as you can, but you have to recognize that
1992 when you have this kind of emotion, it's not going to be always possible to satisfy everyone. But
1993 as it relates to the 61 units, which is before you tonight for this discussion, there is no serious
1994 objection to that. There is no argument with regard to the fact that it meets within the density

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1995 requirements. It meets within the zoning requirements. It meets within the land use designation
1996 from 1990 and 2001.

1997 I want to also call to your attention – and I know this is a legal point, but you should know this –
1998 you passed a city ordinance in 2001 that confirmed the land rights designation and the zoning to
1999 this property being R-PD7 and ML. And that was without any reference by any of the 20 people
2000 here that mentioned. There's not one reference. All the lawyers stayed away from that. And if you
2001 look at the ordinance, you'll see it is without any conditions whatsoever. So when you start with
2002 that, then the question becomes: What would be appropriate on this location? And you hear these
2003 emotional terms like we don't want piecemeal development.

2004 Well, the answer is that whenever you have a adjoining land property, it is parcel by parcel. It's
2005 not always at one. And these parcels are owned by three different companies. Nonetheless, the
2006 entity here is asking for your discretion and your exercises in voting in favor of approving these
2007 61 lots, and then they will go forward and continue to work on a larger project. But on the merits
2008 of this small project, they certainly are entitled to it, and there's no serious legal or factual
2009 impediment to that. All the comments with regard to the larger project and not to the smaller one
2010 that's been pending now for several months.

2011 And there is a duty, under your Code and under the Nevada Revised Statute 278, that you must
2012 rule on this. You must give our clients the day in court, as you are, as we all are working so hard
2013 and so late into the evening and have done so last week as well. And for that, we are very
2014 appreciative. But when you go through the statutes, particularly 278.0233, there's an obligation
2015 for you to rule and to rule this evening, and there's no legal or factual basis to object to that.

2016 And I did want to also make one correction again to Mr. Garcia, who may not have read the
2017 statutes, but under NRS 278.339 sub 3(e), when there is a dispute or conflict between land use
2018 designation and zoning, zoning trumps. And that occurred here, because historically, as you've
2019 been told by both sides, zoning occurred in 1990. And the first effort to have the introduction of a
2020 concept called land use designation came years afterwards, and clearly zoning trumps the
2021 balance.

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2022 And let me tell you that when you listen to the essence of many of the speakers here who oppose
2023 this project, you can't help but come away with the feeling that there's nothing that the developer
2024 is going to be able to do to assuage every single one of them. And so what we've tried to do is try
2025 to take each and every one of their thoughts into consideration. We respect them. We live
2026 amongst them. We work with them. We walk our dogs together. We know them and try to work
2027 with them. And this project, this small project of 61 lots on 34 acres, with the entry off of
2028 Hualapai, with a magnificent entry is going to be a credit to this community and is a beginning
2029 for which this developer has both constitutional and statutory rights as well as just a matter of
2030 common sense and good facts.

2031 Why is it that Mr. Perrigo, why is it that Mr. Lowenstein, why is it that your City Attorney all
2032 speak in favor of this project? Because it's meritorious, both looking at the facts of it as well as
2033 the legal precedents that apply. The response to the position by the homeowners have been
2034 argued and have been rejected by the court after a good deal of hard work by everyone
2035 considered and through a fair result.

2036 I'd like to turn the balance of my time over to Mr. Lowie. You might want to speak to what was
2037 developed, Yohan. You may want to speak to this. Go ahead, sir.

2038 Thank you so much. It's always a pleasure to appear in front of you. Thank you for your time,
2039 Madame Mayor.

2040 Just for the record, we've given your City Clerk the case precedents and case orders that I've
2041 referenced in my opening remarks as well as the current proceedings before you and some
2042 remarks by City Attorney Brad Jerbic with regard to the right to develop. So I place that before
2043 the City Clerk. Thank you, Mayor.

2044

2045 **STEPHANIE ALLEN**

2046 Just briefly, Your Honor, members of the Council, I'd just like to address a few comments that
2047 were made. Most of the comments tonight, as Paul Larson said very briefly and succinctly, have
2048 dealt with the overall global project, and really what's before you tonight is not that.

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2049 Although with that said, I would like to just show you briefly on the overhead. There's been a lot
2050 of comments about changes that have been made. This has been a long process with this
2051 Development Agreement.

2052 This is a comparison chart of the major changes that have been made. And so I know we're not
2053 on the Development Agreement, but I think it's worth it to take one minute to show you all of the
2054 concessions that this particular developer has done over the last two years.

2055

2056 **YOHAN LOWIE**

2057 We'll go over the changes.

2058

2059 **STEPHANIE ALLEN**

2060 We started at 3,020 units, and we're down to 2,104. We had 250 – these were at the request of the
2061 City or neighbors, not Yohan's request or EHB's request. These were all at the request of the City
2062 or the neighbors.

2063 The development area unit counts, we had assisted living originally proposed at 250, 200.

2064 Development Area 4 we had 60 homes. Then we went to 75 homes. Now we're back to 65
2065 homes, which you'll see on a future agenda should you abey the next item.

2066 Overall, the acreage, minimum acreage size started at a minimum of one acre. Then we went to a
2067 half-acre. We're now at a minimum of two-acre lots. So we've had some huge concessions that
2068 have gone on between now and the last time we saw you.

2069 Number of towers, we had three towers originally. We're down to two towers. Heights of the
2070 towers were reduced from 250 feet to 150 feet.

2071

2072 **BRAD JERBIC**

2073 Stephanie, I'm sorry to interrupt you, but I have to legally. We are not agendaed on 130 right now
2074 to talk about the Development Agreement. And so I think we'll be in violation of the Open
2075 Meeting Law if we continue with that. I hate to interrupt you.

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2076 **STEPHANIE ALLEN**

2077 Okay. No, no. So just real quick, so I'd like to just, I guess, summarize it. Everyone has talked
2078 about the Development Agreement tonight. Every single person that testified, their testimony
2079 dealt with the Development Agreement, not with this application. The application that's before
2080 you is like every other application that was on your zoning agenda today, except the zoning is
2081 already in place. The R-PD is in place.

2082 NRS 278.349 right here says that tentative maps must be approved within 45 days. This
2083 particular Applicant signed a waiver, when he submitted this application back in December, to
2084 allow additional time. So we've had months and months and months of this pending tentative
2085 map, trying to work in good faith to come up with an overall global project. We're just not there.
2086 We'd ask that you now consider the application that's before you. We're well beyond the 45 days.
2087 Also in this statute, it says that you must, you shall consider conformity with the zoning
2088 ordinance and master plan, except that if any existing zoning ordinance is inconsistent with the
2089 master plan, the zoning ordinance takes precedent. So, right now, the GPA was submitted with
2090 this application at the request of your Staff, because they asked that you do that, to match the
2091 GPA with the zoning. The zoning is in place. It's R-PD7. So what we have before you, that takes
2092 precedent. We're not asking for anything. We're asking for basically a site development plan
2093 review and a tentative map that conforms with the zoning and is actually compatible and less
2094 dense than the Queensridge homes that are already in there.

2095 So it's a simple application. We'd very much appreciate a vote tonight so that we can move on.
2096 We've told you tonight that we will work in good faith. We will continue discussions with the
2097 neighborhood, although it's discouraging to have the same people here every time, after all of the
2098 concessions we've made, continuing to say the same things and continuing to ask this thing be
2099 delayed. So for purposes of this application, we'd like an up or down vote, please, tonight, so that
2100 we can move on. Thank you.

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2101 **YOHAN LOWIE**

2102 Good evening, Your Honor, Council members. Yohan Lowie, 9409 Kings Gate Court. And I want
2103 to respond the first time all the allegations that were put in here, but I want to talk about this 61
2104 lots in particular.

2105 You remember the beginning. We started about two and a half years ago. We came to the City
2106 saying this piece of property, I'm going to get it. I just want to know if this piece of property is
2107 developable or not, because if it's not developable and the City has any contract for restriction,
2108 I'd like to know it so we can go work with Peccole of how, you know, this, what's going to
2109 happen here. And the conclusion of your Staff, after months of working, is that this piece of
2110 property is zoned R-PD7. They couldn't believe it's zoned R-PD7, and it's compliant with all the
2111 requirements for development.

2112 Never we heard from the City Peccole Ranch Master Plan. We didn't know it's Peccole Ranch
2113 Master Plan. And I will tell you there's no Peccole Ranch Master Plan, but I don't want to take
2114 your time. I'm not representing there's no. I can tell you it's not recorded. It's not recorded on the
2115 piece of property that we purchased, 250 some odd acres. It's simply not recorded.

2116 So we got a letter saying it's R-PD7. We went and paid for the property, closed it. And before we
2117 closed it, we came to you and to some homeowners for that matter, came to homeowners saying:
2118 Guys, here is the situation, including Clyde Turner, sat with them and said: Here's the situation.
2119 Here's what we got. Here's our idea. We're going to put heavy density. Get some money. Sell a
2120 piece of the property, get the money, put it into behind the houses, and turn it into a park with
2121 about 60 homes originally.

2122 I have the plans. I can show you the original plan. Nothing changed except the original five
2123 homes now. Okay.

2124 Then the first meeting we had with the neighbors, they sent me to talk to the neighbors, and I did
2125 so. And it became a mess. Mr. Schreck stepped in. You can't develop anything on this golf
2126 course. This golf course is not going away. And I say, well, it's a done deal. The operator have
2127 (sic) quit. He quit. It's not in my control. They're not continuing to operate this golf course.

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2128 Continue from there, the next meeting after we submit an application, you remember Mr. Bice
2129 standing here and pointing and saying I will have an ex-city employee standing here and telling
2130 you there was a collusion between this developer and some of the staff here.
2131 You know, I've attended that the position of this ex-employee, Mr. Doug Rankin, and I can tell
2132 you what he said. Here's what he said. Nineteen times straight Mr. Jimmerson asked him: Did
2133 this person that signed on this parcel map have colluded with Mr. Lowie or with EHB? No, no,
2134 no collusion. Nice guy.
2135 Did he colluded? No collusion.
2136 Is anybody on the Staff of the City colluded, question number 20 or so? Okay. No, no collusion.
2137 So what is it? He said I don't know. They filed application in good faith.
2138 How about City employees? They work in good faith. Yes, these are good people that work in
2139 good faith, zero collusion.
2140 I'll tell you where there is collusion. Collusion there is between the ex-employee and plaintiff
2141 here to try to plant PCD into the preceding, offering PCD so they can bring a 278A claim and go
2142 behind the back and say, oh, it should have been 278A. It looks like it. It works like it. It must be
2143 it.
2144 What they don't tell you, that a master plan, Z-1790, and if you can see the overheads, I will be
2145 able to show it very clearly. Designate the piece of property in front of you today as an R-PD7
2146 with the developer rights, right to it. And I tell you further, after 15 meetings, today 16 meetings,
2147 and 19 abeyances, today if you abey another item, it's 20.
2148 I'll show you what the Bible for this piece of property is. This is record of every single piece of
2149 property in Queensridge. Every homeowner in Queensridge, including me with all the properties
2150 we own in Queensridge, all the properties we bought in Queensridge, all the property we sold in
2151 Queensridge subject to this massive CC&R. I'd like to tell you what the CC&Rs says.
2152 The first chapter of the CC&Rs, right in the recital, it says the following. And that's in relate
2153 directly to this piece of property, this application in front of you today. In the recital, it says that
2154 the declarant without obligation to develop the property and the annexable property in one or
2155 more phases is planned, mixed use common interest community pursuant to Chapter 116. Okay.

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2156 And then I will read from the bottom. The property may, but not required, to include single-
2157 family residential subdivision, attached multi-family dwellings, condominiums, hotel, timeshare
2158 development, shopping centers, commercial and office development, a golf course, parks,
2159 recreation area, open space, walkway, pathway, roadways, driveways, and related facilities.
2160 The maximum number of units, which the declarant reserved the rights to create within the
2161 master plan community, is 3,000.
2162 The existing 18-hole golf course, commonly known as Badlands Golf Course, is not a part of the
2163 property or the annexable property.
2164 To prevent the arguments that all these people came in front of you today made, they put it in
2165 there. And they amended this in 2001 to say 27-hole golf course is not a part of the property nor
2166 the annexable property. So nobody can say I've been here and I bought in there, and I thought it
2167 would be a golf course.
2168 But you know, Peccoles are not stupid. Bill Peccole was a genius. You know furthermore what he
2169 did? And you have this on the record. I just want to make sure that you understand that every
2170 single disclosure, not in small print, were given to buyers in Queensridge to know exactly what
2171 they're buying. They're buying within a master plan community called Queensridge, not Peccole
2172 Ranch. How do you know? The Master Plan, under the designation, is a master plan community
2173 of Queensridge, which is under NRS 116, which has Exhibit C. It shows the Master Plan and
2174 what it is.
2175 If you can see the overhead, this is the master plan community of Queensridge is within the
2176 boundaries, Lot 11, Lot number 12B, 12A, 9, 8, number 4, and you can see that number 10, the
2177 entire number 10 or this piece of property in front of you today is within developable property.
2178 The golf course not a part.
2179 What it shows on the other areas is a diamond. On the side you can see it says subject to
2180 development rights.

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2181 **MAYOR GOODMAN**

2182 Okay. Mr. Lowie, I'm going to ask you to condense as much as you can, because otherwise
2183 giving you more time would be inequitable to others. So let's go ahead and if you would –.

2184

2185 **YOHAN LOWIE**

2186 Well, I think, Your Honor –

2187

2188 **MAYOR GOODMAN**

2189 And I understand. I understand.

2190

2191 **YOHAN LOWIE**

2192 The key opposition spent here, you know, at least 18 minutes speaking here.

2193

2194 **MAYOR GOODMAN**

2195 Right.

2196

2197 **YOHAN LOWIE**

2198 I don't think I got even five. Okay.

2199 In the contract, it states in the contract that there is no views guaranteed, and the future
2200 development will include the property, the nearby property. Okay. So, with that, I will tell you
2201 this. I feel you that your feeling is to hold this item until Development Agreement will be
2202 reached.

2203

2204 **MAYOR GOODMAN**

2205 Thank you. No more.

2206

2207 **YOHAN LOWIE**

2208 If –

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2209 **MAYOR GOODMAN**

2210 No, that's it. I just, no, because you've been up, and we've had two or three times with

2211 Mr. Schreck. It's not right.

2212

2213 **GEORGE GARCIA**

2214 If I could Mayor, this is important, because what this –

2215

2216 **MAYOR GOODMAN**

2217 It's all important.

2218

2219 **YOHAN LOWIE**

2220 Please, just tell me you can wait, and you can talk, speak afterward. Don't cut my words.

2221

2222 **MAYOR GOODMAN**

2223 Okay.

2224

2225 **YOHAN LOWIE**

2226 Please don't cut my words. Let me finish.

2227

2228 **MAYOR GOODMAN**

2229 Please finish up.

2230

2231 **YOHAN LOWIE**

2232 If you decide that you want to hold this item for Development Agreement, I would like to consult

2233 with my attorneys right now and withdraw the application for Development Agreement. I have

2234 no interest anymore to negotiate, to negotiate to no end to no avail. This opposition, this

2235 organized opposition here has been told every single one what to say and why they have to say it

2236 in order to delay this thing to a new Council. Okay.

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2237 I don't mind. There's a new Councilman that ran on a platform of condemning of property. We
2238 are going to resort to our zoning only. And if in the future there will be a development agreement
2239 because an agreement will be reached, that's fine. We have done everything humanly possible to
2240 try to reach an agreement with these homeowners. What they're asking for is a football field of a
2241 park behind every single home, not one but five of them, 580 x 300 feet.

2242 We can't, obviously, lose all our land to parks and recs and somebody else will have to maintain
2243 it. We can't do it. And I think the negotiation have ended in a position that they can't go forward
2244 from that point.

2245 So we're asking to continue with the 61. We have rights only for that. That's half the density that
2246 Queensridge is. Queensridge is 3.48, and this density is 1.78. It's less than half the density. It's
2247 compliant with everything. It's compliant with all the requirements.

2248

2249 **MAYOR GOODMAN**

2250 Thank you.

2251

2252 **YOHAN LOWIE**

2253 You know, I just want to say one thing to you for the Development Agreement. So it's very
2254 important that you hear this, because you've been there. The negotiation with Tivoli was given 20
2255 feet for each home in the back. Okay. We negotiated for months with them, (inaudible) represent
2256 us at the time. They were ecstatic to get from us 20 feet. We landscaped it for them.

2257 You know, those houses, they sit on the same wash, on the same, exact waterway that the
2258 opposition sits on. They've got 20 feet, and they were ecstatic. Why do these people have to be
2259 treated differently? Why do they have to get 300 feet? Why do they have to get 6, 10 times more,
2260 for what reason? How about 15 times more? They think they can get whatever they want to
2261 because we are asking to do one single thing.

2262 The application in front of you today is to develop our property on the current zoning. The
2263 application that you may be denying or abeying for Development Agreement is the mechanism
2264 of which the City, your planners came up with to combine three separate entities that have two

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2265 distinct zonings. Two of the entities have an R-PD7. One has a PD zoning, the same as the tower,
2266 the remnants of the tower, and combining them into one single entity as a massive developer in
2267 order to shift densities from one location to the other to build this project.

2268 If you today abey or decide not to approve, to deny this application for Development Agreement,
2269 you're basically telling us you do not want to shift zoning. So the only thing we have left is to use
2270 the zoning that the property is zoned for today. The Development Agreement only allows for
2271 zoning to shift. And with that, we got a boatload of restrictions and conditions for the next 30
2272 years, governed and demanded by the City.

2273 We only want to develop our property. The harm that you're causing us every time that you're
2274 delaying this thing for the last two years for that matter, okay, is hundreds of thousands of dollars
2275 every month. Once we almost lost the property, and we were able to refinance it. The financing
2276 coming up again in a couple months. Okay. We have to move on with this property or else there
2277 will be serious consequences.

2278 Everybody is happy in the back. They want the consequences. But they don't understand they are
2279 the biggest loser at the end of the day. In a word, there will be nothing there other than the desert
2280 and nothing but fights. So, please, just allow this to move forward. I'm giving you my word as I
2281 always do, and I always kept my word when I gave it to you or to anybody else here on this
2282 Council, that when you approve this application in front of you, in the next 60 days that you, we
2283 will agree to the advance, and in the next 60 days we'll sit again with the homeowners and
2284 negotiate to the best of our ability. And if we can come to an agreement, this will supersede this
2285 application.

2286 You heard before from others here they're saying, oh you already gave them the 435. Not a week
2287 that went by, and I get into my office, the City Attorney, which I just cannot believe how he
2288 worked, how hard he worked to try to get the deal between us and the neighbors. He said hold,
2289 do not build this, because I want you to reduce the heights, and I want you to reduce it for One
2290 Queensridge. Make more concessions to Queensridge.

2291 On top of that, I want you to give them parking. So I can't design the project. I can't move
2292 forward with this project waiting for Development Agreement. And we'll hold this project for 60

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2293 more days. So that could be included into Development Agreement. But we have to get zoning
2294 on our property and move forward.

2295 It is, has been, this today is 19. If you would delay it, it's 20 abeyances that every single one of
2296 them, except one, that we asked for on favor of Shauna Hughes and the homeowners, were asked
2297 by the City, by saying you have to abey it. We're asking you to abey it. And the costs, they just
2298 keep on piling up. Just can't do it. It's simple.

2299

2300 **MAYOR GOODMAN**

2301 Thank you.

2302

2303 **YOHAN LOWIE**

2304 And by the way, for the shot across the bow that Shauna Hughes have just told you here, that,
2305 you know, this is a shot across the bow, I will challenge you we will submit all the tapes to the
2306 record. And I challenge you to find that statement that anybody made on our team. Not one
2307 person in our team made a comment like that, this is a shot across the bow.

2308 And Frank Pankratz can tell you that, and I can submit the tapes to the record. You won't find
2309 anything. What you will find, come on, Frank, you know we can't negotiate in good faith because
2310 really we have to wait for all the litigation to expire.

2311 You can listen to her. You can see if we are right, or if what she's telling you is right. You'll be the
2312 judge. I'm asking you to approve this application, to move it forward.

2313

2314 **MAYOR GOODMAN**

2315 Thank you.

2316

2317 **YOHAN LOWIE**

2318 Thank you.

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2319 **MAYOR GOODMAN**

2320 You had something you wanted to submit?

2321

2322 **GEORGE GARCIA**

2323 A very simple procedural matter, just to clarify that what I understood was basically the
2324 indication that this item had to move forward because the clock was expiring on the map. There's
2325 a mandatory, within the statutes, there's a mandatory time frame for a map to be approved or
2326 denied. That was what stated by the Applicant's representatives.

2327 I just wanted to indicate that there's a document that's provided and filed by the Applicant,
2328 specifically as part of the Department of Planning's application process. And this is signed by
2329 Vickie DeHart. It says: In so doing, the subdivider acknowledges that this election of the City's
2330 acceptance of a tentative map application as complete shall be deemed to constitute the mutual
2331 consent of the City and the subdivider to extend the time limit set forth in NRS.

2332 So you don't have a binding clock on you. They've already waived that right. I'll submit that to
2333 the record.

2334

2335 **MAYOR GOODMAN**

2336 Okay.

2337

2338 **YOHAN LOWIE**

2339 If you did finish, put that on the clock. This is what the homeowners are entitled to. This is
2340 what's on everybody's deed. I don't have to put it on the magnifier. You can see it. It says "Future
2341 Development." The piece of property that we are trying to develop right now shows in
2342 everybody's document in this book, on page 1.3, future development, shows the entire golf
2343 course's development. This is what's recorded on title, and that's what given to every single
2344 homeowner who's buying a house in Queensridge. Thank you.

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2345 **MAYOR GOODMAN**

2346 Thank you.

2347

2348 **COUNCILMAN COFFIN**

2349 Your Honor?

2350

2351 **MAYOR GOODMAN**

2352 Councilman?

2353

2354 **COUNCILMAN COFFIN**

2355 I had a feeling that, because I could not hear Garcia very well, the microphone could not pick
2356 you up. Your remarks are not in the record.

2357

2358 **GEORGE GARCIA**

2359 Let me, then if I can get that document back.

2360

2361 **COUNCILMAN COFFIN**

2362 And I think you've got to do something.

2363

2364 **GEORGE GARCIA**

2365 Thank you. The red light's on, but apparently if it wasn't, I'd be happy to repeat that. So the point
2366 that I believe was made and I heard the Applicant's representative saying that there was some
2367 urgency because the clock had run out or was running out because of the time. There's a statutory
2368 time frame for them to approve maps, for tentative maps. I just want to clarify that there is no
2369 such time frame in this particular instance. The Applicant has waived that right.

2370 Specifically, there was a document that was signed with the application that says in so doing, the
2371 subdivider acknowledges that this election and the city's acceptance of a tentative map

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2372 application as complete shall be deemed to constitute mutual consent of the City and the
2373 subdivider to extend the time limit set forth in NRS.
2374 So that's signed by Vickie DeHart. They basically signed a waiver saying there is no time frame
2375 running. So you have, you are free to take whatever actions as necessary or appropriate.
2376

2377 **MAYOR GOODMAN**

2378 Thank you. And I'm going to close public comment now and –
2379

2380 **STEPHANIE ALLEN**

2381 Well, I was just, Your Honor, I was just going to say I had just that we had signed that waiver. So
2382 we weren't disputing that.
2383

2384 **MAYOR GOODMAN**

2385 Okay. Thank you very much. Okay. At this point, shall we move through the agenda one by one?
2386 Is that what is appropriate? Or is there comment from Council as we go forward?
2387

2388 **BRAD JERBIC**

2389 I think it's up to you to take individual comments from Council and then a motion, and go
2390 through the motions one by one.
2391

2392 **MAYOR GOODMAN**

2393 Okay. Any comments that the Council would care to make at this point before I turn it over? I
2394 guess I turn, yes, Councilman Barlow?
2395

2396 **COUNCILMAN BARLOW**

2397 Yes. There was a comment that was brought forward, that I want clarification on and ask a
2398 question. And that has to do with the 61 units being proposed. Or is it 65? It's 61?

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2399 **STEPHANIE ALLEN**

2400 Sixty-one.

2401

2402 **COUNCILMAN BARLOW**

2403 Sixty-one units being proposed. The question that I have is for Tom. Under the GPA, the way I

2404 understand it, we can hold the Applicant to the 61 under the GPA, the 61 units, by condition?

2405

2406 **TOM PERRIGO**

2407 Your Honor, through you, Councilman, you have the discretion, as a Council, to approve or deny

2408 an application, or in the case of a general plan amendment approve it for a lesser density or

2409 approve it for a smaller area. So I think when you're saying to hold it to the 61, I think you're

2410 talking about reducing the acreage to be consistent with the tentative map and the site plan. Is

2411 that what you mean by holding?

2412

2413 **COUNCILMAN BARLOW**

2414 Yes.

2415

2416 **TOM PERRIGO**

2417 Okay. Yes, you do have that discretion.

2418

2419 **COUNCILMAN BARLOW**

2420 Okay. Thank you.

2421

2422 **MAYOR GOODMAN**

2423 Councilman Coffin?

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2424 **COUNCILMAN COFFIN**

2425 Thank you. I just have a question about legal counsel's advice. As I understand it, we have been
2426 advised to abey this item. That was a long time ago in this course of events here. But I can
2427 understand why, because it's deeper than I thought. It's, to the people who live it every day, it
2428 must be frustrating. Also, they feel they're on the threshold of something very bad, because the
2429 election was held and seats are going to change. But I'm going to follow the councilman's, I
2430 mean the counsel's advice and suggest we abey. But I don't know how long you would choose to
2431 do that, Mayor. I have no idea what the appropriate amount of time is.

2432

2433 **MAYOR GOODMAN**

2434 Okay. Well, let me, I'm glad you asked that question, because –

2435

2436 **COUNCILMAN BARLOW**

2437 Well, mayor.

2438

2439 **MAYOR GOODMAN**

2440 Yes?

2441

2442 **COUNCILMAN BARLOW**

2443 I didn't hear it that way. And so, for a point of clarification, I heard that we can vote this item up
2444 or down. It was Item 130 that the legal counsel was requesting that item to be abeyed. And so I
2445 don't want to put words in his mouth, but that was the way I interpreted it. So Brad, if you will,
2446 please provide that clarification, that would be helpful.

2447

2448 **BRAD JERBIC**

2449 I don't know why this is (inaudible). That's correct. I did not recommend an abeyance on 131
2450 through 134. In fact, I think I made a pretty clear record. This is a pure planning item, and that's

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2451 between you and the Applicant. With respect to 130 and 82, I do have a recommendation that
2452 those be held on abeyance, and I'll make the record as to the reasons why when that comes up.

2453

2454 **MAYOR GOODMAN**

2455 Okay. Councilman Coffin, you want to turn off your microphone with these new, okay.

2456 As we go ahead, first of all, I want to thank everybody that's been involved in the dialogue trying
2457 to move this forward. I know it's resolvable, and I know how close we've become. And I am
2458 absolutely convinced it can be worked through. There is a timeline. It costs money, and I just –
2459 it's beyond anything. I did say at last the meeting that we had passed that corner property.

2460 And I know you understood it, Yohan Lowie. And out of total respect, I did say that I did not
2461 want to move forward piecemeal, that I would go ahead with that corner and give full support,
2462 even though it was not particularly welcomed at that time, and you did bend so much. And I
2463 know you're a developer, and developers are not in it to donate property. And you have been
2464 donating and putting back, but it has to pencil out. And it's costing you money every single day it
2465 delays.

2466

2467 **YOHAN LOWIE**

2468 Your Honor?

2469

2470 **MAYOR GOODMAN**

2471 And so, to be honest to you, I am only talking for me. I certainly agree with the fact that we've
2472 been working for two years, because we see the value of what you can do, and we know what's
2473 destined for the property. If you had walked away from it, who would come in and develop it?

2474

2475 **YOHAN LOWIE**

2476 They don't want me as the developer, Your Honor. They want somebody else.

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2477 **MAYOR GOODMAN**

2478 No, no, no. We're not there. I just want you to understand where I'm coming from, because I
2479 asked for something. We have had two people so involved, working so many hours with you and
2480 with the residents trying to get to a point where you can move the whole property. And what I
2481 said at that meeting, which I have to stand by, I have to stand by the Master Development Plan,
2482 knowing full well that this is exactly what I was talking about. I think your plan up there in the
2483 northwest part of the property seems very fine, but it's exactly that.

2484 And again, on top of it all, I do agree – this is me alone – but I do agree while these two people
2485 that are sitting here have been participatory and heard everything every time, that it is only right
2486 that we have new Council, and they are not going to even be seated until the 19th, when they're
2487 sworn in, because we have no meeting between now and the 19th of July. That's the next Council
2488 meeting.

2489 And we cannot have them vote at that meeting, because they will have had no opportunity.
2490 They're not sworn in. So they have to have opportunity, hopefully, with our Counsel and with our
2491 Planning Director, to be brought up to speed because, at this point, they've only had the public
2492 comment.

2493

2494 **YOHAN LOWIE**

2495 Your Honor, it's a classic case of the surgery is success, has been successful, but the patient died
2496 because it's a little too late. So it's a little too late. If you would like me to abey, to withdraw the
2497 application for the –

2498

2499 **MAYOR GOODMAN**

2500 No, I do not. We are so close.

2501

2502 **YOHAN LOWIE**

2503 We are not close. We are far away because we are going to –

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2504 **MAYOR GOODMAN**

2505 Wait. Wait. Wait.

2506

2507 **YOHAN LOWIE**

2508 We are not going to be in control of the property, Your Honor.

2509

2510 **MAYOR GOODMAN**

2511 Okay.

2512

2513 **YOHAN LOWIE**

2514 For the, 60 days from today, 60 days from today, okay, we may be not in control of the property.

2515 So if you want to vote today, I'm asking you – I'm forcing a vote today. I'm asking you to vote

2516 today.

2517

2518 **MAYOR GOODMAN**

2519 Okay. We will.

2520

2521 **YOHAN LOWIE**

2522 Even if I have to withdraw the application.

2523

2524 **MAYOR GOODMAN**

2525 Okay.

2526

2527 **YOHAN LOWIE**

2528 Okay.

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2529 **MAYOR GOODMAN**

2530 We'll move forward with that. I just, I want you to understand I made a comment. I have to, I'm
2531 sorry, I have to prerogative of the Chair, Yohan.

2532

2533 **YOHAN LOWIE**

2534 Yeah.

2535

2536 **MAYOR GOODMAN**

2537 I've admired your work always. You know that. But I made a comment that I would go for that
2538 property on the northeast corner knowing how well you bend on it and how fabulous it was, and
2539 I said I cannot move forward. In good conscience, I will not, I will not vote. I am one vote out of
2540 this number, and you may have them.

2541

2542 **YOHAN LOWIE**

2543 Please take your vote. We'll appreciate anything you do right now. I just want to tell you if we
2544 have to withdraw the application for the Development Agreement, we will. This is three
2545 companies, separate companies that you're trying to force us to bring them together. I have no
2546 choice, I have to sell them off in pieces. So you're never going to see development agreement as I
2547 told you before. It just took another year, a year.

2548

2549 **MAYOR GOODMAN**

2550 I know.

2551

2552 **YOHAN LOWIE**

2553 Because they are not cooperating and not negotiating. They're only delaying.

2554

2555 **MAYOR GOODMAN**

2556 Okay.

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2557 **YOHAN LOWIE**

2558 And this delay will cause us to bifurcate the property. So the next time we'll come here, we're not
2559 going to be controlling 250 acres or 235 acres or whatever it is.

2560

2561 **MAYOR GOODMAN**

2562 Okay. We are so close. At least that's what I am told by our Counsel.

2563

2564 **YOHAN LOWIE**

2565 I understand. I have my own problems. Every developer has problems, hundreds of thousands of
2566 dollars a month to maintain a piece of property.

2567

2568 **MAYOR GOODMAN**

2569 Okay. Let me go ahead and move these then.

2570

2571 **YOHAN LOWIE**

2572 We don't have a problem. We're willing to bifurcate. So we will bifurcate the property.

2573

2574 **MAYOR GOODMAN**

2575 Okay. We'll go ahead and we'll move on each one. I'm going to read each item. Or do I turn
2576 these? Now, wait one second. I did read them into the record. So, at this point, Councilman
2577 Beers, we're going to start with you on Agenda Item 131. Do you have a motion?

2578

2579 **COUNCILMAN BEERS**

2580 Yes, Your Honor, I do. Although, I have to say I think for the first time in five years, it doesn't
2581 really matter how I move, nor does it matter how you vote. One of the guys made a comment
2582 earlier about the worst thing that could possibly have happened, and this is it, because this is the
2583 default existing entitlement.

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2584 Our choice all along has been this, represented by the 61 units on the 30x acres, or the alternative
2585 scenario, which is non-uniform density, creating additional – well, we all know the plan, creating
2586 the additional density down by the existing Queensridge Tower and unprecedented, exceptional
2587 low density on two-thirds of the land.

2588 So I think actually the fastest way for the property owner to exercise their property rights would
2589 probably be for us to deny this, because then they can go to court and a court will immediately
2590 reverse us, because this is so far inside the existing lines. And, you know, consistently all along
2591 I've had two priorities. The first is protecting taxpayers, and the second is protecting land values
2592 at Queensridge. And unfortunately, we're getting to the worst case scenario.

2593 **So I would move to pass. Motion is to pass number 131.**

2594

2595 **COUNCILMAN COFFIN**

2596 If I may comment?

2597

2598 **MAYOR GOODMAN**

2599 Yes, please.

2600

2601 **COUNCILMAN COFFIN**

2602 Your Honor, I suppose it's on the motion. Well, for a long time, and I still have not given up my
2603 optimism that there could be an agreement on the entire parcel, all 250 acres, whatever it is. They
2604 say we're a long way away. Maybe we are.

2605 I met with Mr. Lowie and his management team twice last year, late last year. I think it was
2606 December, maybe January, and presented what I thought was a good idea to just, as a concept,
2607 consider in order to make the neighbors feel a lot more welcoming to this new thing.
2608 And they chose not to do that. But I feel like, yeah, I still feel like we can do something. They've
2609 got some rights, but the neighbors have a lot of rights too. And while they've been conceding,
2610 everybody's been conceding. So there's been some, but they're still a long way away, as
2611 Mr. Lowie says.

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2612 So I can't vote for this. I'm worried about the fact now we've approved one thing on one end, but
2613 we approved something on the other end with a positive vote here and then we're stuck with
2614 something in the middle.

2615 It looks to me that that's kind of how it goes. It's piecemeal, even though you didn't want to do it.
2616 If we approve this, it starts, it's piecemeal. And that then takes away – everybody gives a little
2617 more, leverage disappears, and there's less and less chance for negotiation.

2618 So I have to oppose this, because it's a piecemeal approach, and I still hold out hopes for a
2619 holistic approach to this whole thing. They know my feelings on this. So, you know, we made
2620 that public six months ago. In any event, thank you very much.

2621

2622 **COUNCILMAN BARLOW**

2623 Mayor?

2624

2625 **MAYOR GOODMAN**

2626 Yes.

2627

2628 **COUNCILMAN BARLOW**

2629 Question on the motion.

2630

2631 **MAYOR GOODMAN**

2632 I'm sorry?

2633

2634 **COUNCILMAN BARLOW**

2635 I said question on the motion.

2636

2637 **MAYOR GOODMAN**

2638 Okay.

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2639 **COUNCILMAN BARLOW**

2640 Someone brought forward a suggestion that I thought maybe quite a few of us may have missed.
2641 You may have; you may have not. But I caught on to it. And that was by moving forward on this
2642 item, that the Development Agreement would supersede anything that we do on this motion. I
2643 believe Mr. Yohan, did you state that?

2644

2645 **BRAD JERBIC**

2646 I can clarify that. I think that there's been an indication by Mr. Lowie and his attorneys, and I
2647 have said the same thing, that if this does pass, it is inconsistent with what we have negotiated
2648 thus far. In order for it to be consistent, they would have to give this up as part of the
2649 Development Agreement negotiation. So the Development Agreement, as currently drafted,
2650 again not finished, but currently drafted, allows for 65 custom homes on 183 golf course.

2651

2652 **COUNCILMAN BARLOW**

2653 Sixty-five or sixty-one?

2654

2655 **BRAD JERBIC**

2656 Pardon?

2657

2658 **COUNCILMAN BARLOW**

2659 Sixty-five or sixty-one?

2660

2661 **BRAD JERBIC**

2662 Sixty-five is what's in the Development Agreement. Sixty-one is what's in this application.

2663

2664 **COUNCILMAN BARLOW**

2665 Okay.

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2666 **BRAD JERBIC**

2667 The 61 in this application is in a very limited corner. It's much denser than what would be, in fact
2668 it's as dense as what would be on the entire course virtually if we had a development agreement.
2669 So it is inconsistent, absolutely inconsistent with that Development Agreement that's still not
2670 finished. If that Development Agreement does get finished and it gets up before for the Council,
2671 one of the things that they will have to do, and they're telling you now they will agree to, is give
2672 up the 61 if they win today. Is that right?

2673

2674 **COUNCILMAN BARLOW**

2675 And so, to my understanding, they're on an acre now, and from what I understand further, is that
2676 the Development Agreement could be potentially two-acre parcels instead of one?

2677

2678 **BRAD JERBIC**

2679 It is a sub potentially. It is absolutely the –

2680

2681 **COUNCILMAN BARLOW**

2682 So, in essence, the neighbors will be in a better position?

2683

2684 **BRAD JERBIC**

2685 Well, we believe, in my negotiations with the neighbors that have participated in negotiations,
2686 they have told me they requested two-acre parcels, and that was a concession that we won during
2687 that negotiation. So the entire golf course, the 183 acres, except for one small piece on the
2688 southeast side, which are minimum half-acre parcels and about 15 homes there, the remaining 50
2689 homes of the 65 would be spread out over the rest of the golf course on two-acre minimum
2690 parcels.

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2691 **COUNCILMAN BARLOW**

2692 Okay. So, to me, the win/win would be to approve what's before us now. And I believe that's a
2693 part of the motion right now, if I heard the Councilman correctly, and for them to come back
2694 after the Development Agreement is approved and have the Development Agreement supersede
2695 what we have before us here today.

2696

2697 **CHRIS KAEMPFER**

2698 Your Honor?

2699

2700 **COUNCILMAN BARLOW**

2701 Mr. Kaempfer.

2702

2703 **MAYOR GOODMAN**

2704 Your button is off.

2705

2706 **CHRIS KAEMPFER**

2707 We are stating absolutely on the record that an approval today will be superseded by the
2708 Development Agreement. It gets us – I was not making things up. It gets us something today.
2709 Now, alternatively, if you want to go to the next item and approve the Development Agreement
2710 subject to continuing to work on a couple of things and realizing that those things we're
2711 continuing to work on are in an area where a site development review has to come forward
2712 anyway, we can do that. We just need some approval today.
2713 Our suggestion was we approved something that is so squarely in accordance with zoning
2714 practice and zoning law, that we approved that subject to us continuing to negotiate in good faith,
2715 and once that Development Agreement is executed, this zoning is gone.

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2716 **COUNCILMAN BARLOW**

2717 Well, I don't see how we can approve the Development Agreement today when, in fact, there's
2718 yet more work to be done. But I do like the idea of the fact that we are working towards that
2719 Development Agreement. And from my understanding, it's almost there? So –

2720

2721 **CHRIS KAEMPFER**

2722 Here's, is where we are. The Development Agreement, and I wish I had something I could show
2723 you, but the, and I think this is a very important consideration.

2724

2725 **COUNCILMAN BARLOW**

2726 Okay.

2727

2728 **CHRIS KAEMPFER**

2729 Especially for those who happen to be having a home for sale. The thing that is killing –

2730

2731 **BRAD JERBIC**

2732 Chris, if I can stop you right there. I understand the question. But we are really wandering way
2733 into Item 130 and the Development Agreement. I think the Council's question is – I think there's
2734 got to be a simpler answer than a big long presentation that wanders way off the topic that we're
2735 agendaed for.

2736 I think that if the question is, do you think we're close or not, I think yes or no and I'll explain
2737 later when we get to 130.

2738

2739 **CHRIS KAEMPFER**

2740 Well, can I, all right. That's a very, very fair point. If you could go to the overhead please and I'll
2741 just show where the issues are.

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2742 **COUNCILMAN BARLOW**

2743 That will be helpful. Thank you.

2744

2745 **CHRIS KAEMPFER**

2746 All right. There are no real issues all the way through here. Everybody here gets two acres, a
2747 minimum two-acre lots. Everybody, except for my neighbors and me down here, and we get half-
2748 acre lots.

2749 Now, the areas that we're still working with are here and here, two areas. And this is what I was
2750 trying to point out in the development area that has to be approved with a site development
2751 review. But I won't get there. But that is what everybody has.

2752 Now, one of the issues that has been hurting our community is when you try to sell your home,
2753 they say: What's going to be on the golf course? Can you imagine, can you imagine if you're
2754 selling your home and you say, well, behind me is a two-acre lot, and it's part of Development
2755 Agreement that's already approved.

2756 So all of us, in our minds, have to think that that's where we have to be. But it's here and it's here,
2757 and you have Yohan Lowie's word and he's worked here. You'll have mind and you'll have
2758 Stephanie's that we will continue to work in good faith and get it done. But we need something
2759 today. We need something in order to convince our lender that this is real and it's just not another
2760 step in losing money and putting money into this project..

2761

2762 **COUNCILMAN BARLOW**

2763 Okay. I understand. Thank you.

2764 Mayor, my comment on the motion is the fact that I'm going to, if I heard the Councilman
2765 correctly, that the motion is for approval on 131, so I'm going to support that. However, I'm
2766 going to step out on a limb and also take the recommendation of my City Attorney when we
2767 come to 130. So my motion will be for approval on 131. Thank you. I mean my position on 131
2768 for the motion of approval is to follow the Councilman's position.

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2769 **MAYOR GOODMAN**

2770 Okay. There is a motion made to approve Agenda Item 131.

2771

2772 **COUNCILWOMAN TARKANIAN**

2773 Can I say something, Mayor?

2774

2775 **MAYOR GOODMAN**

2776 Please.

2777

2778 **COUNCILWOMAN TARKANIAN**

2779 I would like to say something. And that is yesterday evening, maybe it was 6:30 or so, I spoke

2780 with the lawyer, one of your lawyers, for the developers. And at that time I said to him I'm as

2781 close as I've ever been to vote for this because I don't like the piecemeal stuff. I don't think it

2782 works.

2783 And I want to tell you I don't think Yohan is an ogre. I think he's a brilliant designer. I wish to

2784 heck I could have that design of the gate where I live. And he has done a tremendous amount in

2785 meeting the requests of people who live in that area. I don't know if I've ever seen anybody who's

2786 done as much as far as, you know, filling in gullies and giving you football field lengths behind

2787 you and stuff like that.

2788 But there were a couple questions, maybe three or four that I wanted to check out. And so I

2789 intended to have my staff do that today. I couldn't, because I was exhausted from the short-term

2790 mental preparation and I had no time for it. And so I came today, and I'm told at about 7:45 a.m.

2791 today that this item, that we were going to be abeyed. It was going to be abeyed. And so I told

2792 my staff. I didn't have them go do, look up this information that I needed, because I don't live in

2793 the northwest. They live a different style out there, and I feel I need to study it some.

2794 And so I couldn't tell my staff go out and get it, when I'm being told it's going to be abeyed. I did

2795 not know you were really on the agenda for sure until I saw after 5:00 tonight all of the lawyers

2796 started coming in and I'm wondering, what the heck? It's being abeyed.

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2797 So this bothers me because, and I'm not blaming anybody, but I didn't get my questions
2798 answered. I didn't get my question answered. I didn't have time to look into things as much as I
2799 would like to look into things.
2800 I don't blame anybody. I don't think Yohan is terrible. I love all you guys. I've worked with you
2801 before. You've always been up and honest with me.
2802 But I do want to say this. I have felt, I think the Mayor felt the same way, we should not split this
2803 up at the time. We split it up, and I felt we're going to have some problems. I voted against that,
2804 and we have had problems.
2805 And the other concern I wanted to check into was I was going to find out information what other
2806 new buildings are going in there. You know, people quickly show me on a map, but I don't know
2807 that area the way I know my ward. And so they're showing me quickly on the map, oh, they're
2808 going to do this here and they're going to do that there. What is that going to do to the whole
2809 thing and whole complexion?
2810 So, just to let me finish, I do think the people that live there ought to be grateful for what's been
2811 given. I've never seen that much given before. But I can't vote for approval of this because I
2812 haven't had time to look into it. Not your fault. I'm not blaming anybody, but doggone it, I need
2813 to look into these things because I'm not as familiar with them.
2814 And also, I want to tell you, Doug Rankin did not use the word "collusion." Not one time did he
2815 use the word "collusion." I've never heard him use the word "collusion." I've worked with him 10
2816 years. And when Doug comes up here, and he's got all this information. In 10 years that I've
2817 worked with him, I've never found him to give me incorrect information. In fact, when he left
2818 here, I and my staff were aghast, because he has the historical knowledge that nobody else at that
2819 time had.
2820 So I just wanted to tell you how I feel. I'm not knocking anybody with the developer. I just need
2821 more time.

2822

2823 **CHRIS KAEMPFER**

2824 By the way, Your Honor, I think it's important to say Mr. Lowie did not suggest that –

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2825 **YOHAN LOWIE**

2826 Doug Rankin.

2827

2828 **CHRIS KAEMPFER**

2829 Doug Rankin said that.

2830

2831 **YOHAN LOWIE**

2832 To the contrary.

2833

2834 **CHRIS KAEMPFER**

2835 That's not.

2836

2837 **YOHAN LOWIE**

2838 I apologize. To the contrary, I said the opposite. I said Mr. Bice said that an ex-city employee

2839 would come here and testify there was a collusion between this developer and Staff. And in

2840 Mr. Rankin's deposition, he said no collusion, absolutely no collusion was done in good faith.

2841 Okay. Thank you very much.

2842

2843 **COUNCILWOMAN TARKANIAN**

2844 I take that back. But I don't take back the praise I gave him, because I've worked with him often.

2845 No really, I mean, but I take back that you said that. I just thought you made a mistake, because

2846 some of us do.

2847

2848 **CHRIS KAEMPFER**

2849 These guys are pretty tremendous themselves in their own right.

2850

2851 **COUNCILWOMAN TARKANIAN**

2852 Yeah, and they are tremendous.

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2853 **CHRIS KAEMPFER**

2854 Yes.

2855

2856 **COUNCILWOMAN TARKANIAN**

2857 And doggone it, they've worked their heads off over that, and I understand that. It's just that I just
2858 feel that responsibility that I need to know this. My goodness, look how important this issue is to
2859 everybody that lives up in the northwest. So I just wanted to tell you that.

2860

2861 **MAYOR GOODMAN**

2862 Okay. All right. There's been a motion and a call for the vote. And we're waiting for Councilman
2863 Coffin and then please post it on Agenda Item 131 (Motion passed with Tarkanian, Goodman and
2864 Anthony voting No). The motion carries.

2865

2866 **COUNCILWOMAN TARKANIAN**

2867 Which I thought it would.

2868

2869 **COUNCILMAN COFFIN**

2870 I'm sorry. I pushed the wrong button. I'm really sorry.

2871

2872 **MAYOR GOODMAN**

2873 No. No.

2874

2875 **BRAD JERBIC**

2876 There's been a mistake. If the Clerk could reset the voting machine and recast the votes.

2877

2878 **COUNCILWOMAN TARKANIAN**

2879 Or if the fact we've no board meeting.

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2880 **MAYOR GOODMAN**

2881 Okay. So we are polling. Just revote.

2882

2883 **BRAD JERBIC**

2884 We need the Clerk to reset and revote on the motion. **The motion is to approve 131**, and

2885 Councilman Coffin indicated he hit a wrong button, and so you need to revote.

2886

2887 **MAYOR GOODMAN**

2888 And please post (**Motion failed with Coffin, Tarkanian, Goodman and Anthony voting No**).

2889 The motion does not pass.

2890

2891 **BRAD JERBIC**

2892 The motion fails.

2893

2894 **MAYOR GOODMAN**

2895 The motion passes. Please, don't do this. I mean this is such a privilege.

2896

2897 **BRAD JERBIC**

2898 Excuse me, there was a motion to approve that did not pass. There now needs to be a motion to

2899 deny. So somebody who voted in the majority needs to make a motion to deny 131.

2900

2901 **COUNCILWOMAN TARKANIAN**

2902 That's got to be Coffin.

2903

2904 **MAYOR GOODMAN**

2905 Okay. There needs to be a motion to deny made.

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2906 **COUNCILMAN COFFIN**

2907 **Your Honor, I'll make a motion to deny Item 131.**

2908

2909 **MAYOR GOODMAN**

2910 Okay. There's a motion to deny 131. Please vote on Agenda Item 131 to deny on 131 and then
2911 please post (**Motion passed with Ross and Beers voting No**).

2912

2913 **BRAD JERBIC**

2914 That motion passes. **The motion, the 131 is denied.** We need a motion on 132.

2915

2916 **MAYOR GOODMAN**

2917 And on 132?

2918

2919 **COUNCILMAN BEERS**

2920 Why don't we let Councilman Coffin make the motions?

2921

2922 **MAYOR GOODMAN**

2923 Okay, Councilman Coffin on 132.

2924

2925 **COUNCILMAN COFFIN**

2926 **Your Honor, I move to deny 132.**

2927

2928 **MAYOR GOODMAN**

2929 There's a motion on Agenda Item 132 to deny. Please vote and please post (**Motion passed with**
2930 **Barlow, Ross and Beers voting No**).

2931

2932 **COUNCILWOMAN TARKANIAN**

2933 We take that back. Thanks.

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2934 **MAYOR GOODMAN**

2935 This is a motion to deny on Agenda Item 132, and that carries. On Agenda Item Number 133.

2936

2937 **COUNCILMAN COFFIN**

2938 **Your Honor, I move to deny Item 133.**

2939

2940 **MAYOR GOODMAN**

2941 There's a motion on Agenda Item 133 to deny. Please vote and please post (**Motion passed with**

2942 **Barlow, Ross and Beers voting No**). The motion carries. And Agenda Item 134?

2943

2944 **COUNCILMAN COFFIN**

2945 **Your Honor, I move to deny Item 134.**

2946

2947 **MAYOR GOODMAN**

2948 And there's a motion on Agenda Item 134 to deny. Please vote. Please post (**Motion passed with**

2949 **Barlow, Ross and Beers voting No**). The motion carries.

2950

2951 **ITEM 130**

2952 **MAYOR GOODMAN**

2953 Agenda Item 130, not to be heard, oh that's that, DIR-70539, director's business, public hearing,

2954 Applicant/Owner 180 LAND CO, LLC, ET AL, for possible action on a request for a

2955 Development Agreement between 180 Land Company, LLC, et al. and the City of Las Vegas on

2956 250.92 acres at the southwest corner of Alta and Rampart Boulevard. This is a public hearing, I

2957 declare it open. Do we, now, Counsel?

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2958 **BRAD JERBIC**

2959 What I'd like to do, and I know there's gonna be some active discussion on this, but if I could
2960 begin. As the record has already been made, there has been an awful lot of discussion, and it's
2961 really funny every time I talk to the developer, people think that he's pulling my strings; every
2962 time I talk to the neighborhood, they think they are pulling my strings. I can tell you right now,
2963 the only one pulling my strings, Mayor, is you and your request to bring back a development
2964 agreement. And so, I've been working very, very hard to work with neighbors and work with
2965 anybody who will talk and what they would like to see in their neighborhood.

2966 I can tell you that Elaine and Dale Weisner have been incredible. Elaine is head of the board,
2967 and they've had a very, very difficult decision and a very, very difficult time having to try and
2968 gather information only to find out they don't have the authority to negotiate.

2969 Ann Smith and her neighbors on Ravel Court are just wonderful people, who I have tried very,
2970 very hard to try and find a solution to what I think is a uniquely burdensome situation into their
2971 area.

2972 I'm looking out and I see Eddie and Alise on Tudor, and all of you, there's a special situation out
2973 there, that I think we're very, very close to having that resolved.

2974 There's a fourth situation, a fourth situation, that came to my attention through a neighbor that
2975 lives in an area that's gonna receive the two-acre lots; and that request was to have some kind of
2976 agreement to keep critical, and I'm using that word deliberately, critical parts of the golf course
2977 green until development. And the reason was pretty simple: The reason is that if you have a
2978 house for sale in Queensride, you're going to enter through the north gate or the south gate. And
2979 for any of you who have been out there, you will drive past open parts of the golf course that are
2980 normally very green. And the fear that this neighbor expressed to me is if those critical areas, not
2981 the whole golf course, but those critical areas, if they were to turn brown and full of weeds, the
2982 person who drives in to go look at a home for sale is going to turn right around and leave,
2983 because that sets a statement for what the community is and would lower property values.

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2984 I thought those were valuable issues. I thought they were righteous issues. I don't think that they
2985 were issues that people made up. And I still think to this moment they are solvable issues. I don't
2986 think we – there probably are more that people will open up. And I will address everyone
2987 individually. So if anybody has a list of things they think should be in this agreement that are not,
2988 I say these words, speak now or forever hold your peace, because I will listen to you and we'll
2989 talk about it. And if it needs to be in that agreement, we'll do our best to get it in it.
2990 But I do not like the tactics that look like we're working, we're working, we're working and, by
2991 the way, here's something you didn't think of I could have been told about six months ago. So I
2992 understand Mr. Lowie's frustration. There's some of that going on. There really is. And that's
2993 unfortunate. I don't consider that good faith, and I don't consider it productive.
2994 So I say now to the neighbors that are out here, and this is not, that comment was not aimed at
2995 you. You've been wonderful in meeting with me and talking with me, and you've been very
2996 wonderful in giving the ground that you can give and not giving the ground that you can't give to
2997 protect your homes and your property values.
2998 Having said that, we have constantly been accused of changing this Development Agreement.
2999 And I hear it every single Development Agreement meeting. Once again, it's changed again. It's
3000 changed again. But, you know, it's really funny. This Development Agreement has changed
3001 because people have requested changes. And so when you request to get a change request and
3002 you incorporate it, you can't get a rock thrown at your head for doing that. And that's not fair.
3003 And I can also say one more thing, because I just want to say it publicly. I have enormous respect
3004 for both parties. I also have respect for people in the litigation. And it's a fact that when Mr.
3005 Schreck was attacked in the litigation, I defended him. It was a fact that when Shauna was given
3006 a subpoena for a deposition, I got her out of it. I'm not trying to hurt anybody in this negotiation.
3007 For anybody in this room that thinks otherwise, you're just plain wrong. Okay?
3008 So let me go on to the Development Agreement. We deliberately left it on the website in the form
3009 that it was last submitted, without changes. And I did that to avoid one more time having
3010 neighbors come here and say it's changed again. The goal was this. Leave that agreement on the
3011 website, and then when we had changes from the Planning Commission, changes from the

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3012 Recommending Committee, which there was one, and changes that I hoped to negotiate last
3013 night and over the weekend; if we got all those, we'd roll them all into just one last change.
3014 That's why the agreement that's on the website right now doesn't reflect all those changes that
3015 have occurred to date and clearly don't reflect the changes for Ravel, for Tudor Park, for the
3016 greening of the golf course, and the other issue I mentioned.
3017 I think that because we are this close, I think that it would be wrong to have the Council consider
3018 an agreement that you haven't even seen. We haven't presented you with a final version of it. I
3019 don't think it would be right to go forward with open issues that I think could be resolved.
3020 Now, I can be, I'll be proven right or wrong pretty darn quick. There's no doubt about it. If
3021 everybody thinks that this can't be resolved, I'm going to look like an idiot in a month, and I
3022 deserve it. Okay?
3023 But the fact of the matter is I don't believe that. I do believe that it can be resolved. I do believe
3024 there's an awful lot of good faith that's been shown, and I think we are very close. But for that
3025 reason, I don't think it's appropriate right now, well I won't say appropriate, I don't think it's
3026 ready to be heard by the Council right now. I'm certainly not ready to have an agreement
3027 approved with those areas still not completely nailed down.

3028

3029 **MAYOR GOODMAN**

3030 Well, and we have not, if I might, Mr. Jerbic, we have not been privy to the information
3031 regarding those three items and then the fourth one you just brought up, which was brought up
3032 tonight. And my biggest concern is going forward with this and having these two wonderful
3033 Council persons, who have been through the beginning, two years or a year and a half of this,
3034 this is their last Council meeting.
3035 And so to have new members brought on and expect them to be brought up to speed in 24 hours
3036 from their swearing in is an impossibility. So that's beyond our control to have any reasonable
3037 way of bringing two new people on this board up to speed. And they need to have the
3038 information. And the next, unless we call, which I'm going to ask you, instead of, let's say they're

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3039 sworn in, the date is the 19th of July, the following, next scheduled Council meeting is the 21st,
3040 correct?

3041

3042 **BRAD JERBIC**

3043 The 2nd of August.

3044

3045 **MAYOR GOODMAN**

3046 I mean 2nd of August. Sorry. What if? This may be an open-ended question that you can't even
3047 possibly answer. But with everything working as best as it can for two new Council members to
3048 be brought up to speed on a development agreement, what is reasonable to assume, and can we
3049 hold a special meeting so we don't have to wait that long, because every day we wait, Mr. Lowie
3050 is having financial pursuit, to put it that way? What is reasonable, and when can we have a
3051 special session?

3052

3053 **BRAD JERBIC**

3054 That's a good question. I can't read anybody's mind. I know Mr. Seroka is here today, and we
3055 have not had an opportunity to meet yet. I met Ms. Fiore very briefly, just to shake hands a
3056 couple of days ago. And so I haven't had the opportunity to ask them that question – how long
3057 will it take you to really get up to speed?

3058 I can say that I am prepared now to get everything to whoever is going to be sitting here on the
3059 19th of July as soon as it's drafted. And, but the real problem is I am not able to have an
3060 attorney/client conversation with either of the new members of Council until they are technically
3061 sworn in.

3062

3063 **MAYOR GOODMAN**

3064 I was just going to say they're not sworn in.

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3065 **BRAD JERBIC**

3066 So I can talk with them. I can provide them with the documents. I can answer questions. But if it
3067 gets into an attorney/client conversation about litigation or something, I won't be able to do that
3068 until the swearing in occurs.

3069 So I'm more than happy to finish this deal. I'm more than happy to accelerate it and get it to the
3070 new members as soon as possible so they can ask all the questions that they need to. But I don't
3071 know if that right number is two weeks, or four weeks, or one day. I don't know.

3072

3073 **MAYOR GOODMAN**

3074 Councilwoman?

3075

3076 **COUNCILWOMAN TARKANIAN**

3077 Mr. Jerbic, we have in the past sworn in new members at a special meeting, not at the Council
3078 meeting, not the regular Council meeting. We didn't even do it in Council chambers. In fact, I
3079 think I was one of them. We did it in a smaller room someplace in the City. So I think you could
3080 call a special meeting. I mean you might want to check that out. But I know that I was, when I
3081 was, well maybe it was – I don't know. I could be wrong.

3082

3083 **BRAD JERBIC**

3084 You may be different. I need to look at this.

3085

3086 **COUNCILWOMAN TARKANIAN**

3087 I'm very tired. It's been over 12 hours now.

3088

3089 **BRAD JERBIC**

3090 You won in a recall election, and I think the recall election was a little bit different. But I'll look
3091 into it and find out if that's a possibility. Then, of course, we'd want to consult with the new
3092 members of Council to see if that's what they would want to do. I don't know.

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3093 I do know that right now, if it went on its ordinary trajectory, the swearing in would be July 19th,
3094 and the next meeting after that would be August 2nd.

3095 And so I can tell you I personally believe I will know very quickly, in less than a week, I hope,
3096 whether or not these issues will be resolved or not. And if they are resolved, that written
3097 agreement will be distributed to everybody, including the new members of Council, so that they
3098 can look at it and meet with neighbors and see what the support is, if it's there or not.

3099

3100 **CHRIS KAEMPFER**

3101 Well, Your Honor, if I might chime in here just for a minute. I will not deny the efforts that Brad
3102 has put into this. I mean, it's incredible. And he's not helped us. I mean, if he was here to help us,
3103 we wouldn't have taken it from 3,000 units down to 2,100 units. Thanks, Brad, very much for
3104 knocking 900 units off the project. All right. We wouldn't have two-acre lots everywhere. All of
3105 those things are driven by him and agreed to by us.

3106 But as hard as he worked and as good a man as he is, I'm telling you right now and you – if I'm
3107 wrong, you can say Chris, you're wrong – I don't care what agreement we reach. I don't care.

3108 There will be the same people who come up here and tell you that the Development Agreement
3109 is defective, that it doesn't have this. I've never seen any kind of development agreement that is
3110 this sloppily done. You can't even approve it because this.

3111 We don't want to go through that. We don't want any of that anymore. We're tired. All of us are
3112 tired. All right. Those of us who live in this community are tired.

3113 And what I was hoping the Development Agreement could do was put to rest the uncertainty that
3114 has made living there unbearable for a lot of people, especially like I said, when you're selling
3115 your home and they say, what's happening with the golf course, and you go, I don't know. It may
3116 be developed. It may not be.

3117 There is a mentality on the other side, not the neighbors necessarily, but there's a mentality that
3118 they still want to see, if they can, no development. I was told early on by someone I respect very
3119 much that he would rather see it a desert than a single home built.

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3120 Now, that position may have changed, but that's what I'm dealing with. That's what all of us are
3121 dealing with. And I am just so much, I am so afraid that if we don't approve something tonight,
3122 that we'll get nothing. And that's what I think is gonna happen.

3123 I think what's gonna happen on August 2nd, and maybe rightfully so, our new people are going
3124 to look at you and they're going to say: Mayor, Council people, we've only been here two weeks.
3125 We need to hold it another 30 days. And I'm not blaming them. I would probably, you know,
3126 think about saying the same thing. So now another \$80,000 goes out. We're dying. And maybe
3127 that's what they want. Maybe they want this guy to die, so what, you know, I don't know. But I'm
3128 just telling you that's what I've been told to say.

3129 I believe it for Mr. Lowie, and I'm very concerned about the fact if we were to say those three
3130 issues, Tudor, keep it green, Ravel Court, we resolve those three issues, that's not, I mean, I just
3131 don't believe that's going to be it. I think there is going to have the same people come up and say:
3132 Don't you realize the Master Plan and the General Plan and the zoning and all. Forget what these
3133 people think. We're experts. You guys here, you're just the guys that work for the City of Las
3134 Vegas.

3135 To me, I've never seen a situation where you say I disregard completely what these gentlemen,
3136 who are as smart as you'll ever find, as thorough as you'll ever find, and would believe somebody
3137 else who says they're wrong. So whatever you do, God love you and bless you and keep you, but
3138 I'm just saying I can't guarantee what happens with a hold.

3139 I think you ought to approve it, and I think you ought to say I trust you'll work those other issues
3140 out, and that will provide those people, most of us who live on that golf course, with two-acre
3141 lots guaranteed under a development agreement. Thank you.

3142

3143 **YOHAN LOWIE**

3144 Mr. Jerbic, I just want to say, add one more thing. Condition number four is unacceptable. The
3145 golf course is dead. As of today, we cannot, no longer support irrigating and maintaining green
3146 on the golf course. So if you want to continue negotiation, item number four cannot be a part of
3147 this, a part of the negotiation.

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3148 Mayor, as I told you, you know, elections have consequences and so does continual denial of our
3149 application, and the ability of us financing this piece of property has consequences. And we
3150 cannot irrigate no longer.

3151

3152 **MAYOR GOODMAN**

3153 All I can tell you is I said what I said very clearly, and I've said it to Mr. Jerbic. Every time he's
3154 gone in to try again with something, and last week he came to me and I said, How are we? And
3155 he said we are so close to this.

3156 And I said it at the time that we voted on the corner of Rampart and Alta. I said it clearly. I
3157 cannot vote for any other project until we've got this resolved. And I believe this man; I've
3158 known him for 35 or 40 years. That puts you older than probably you are. But the reality is he
3159 delivers. He tells the truth to me. I'm not saying you have ever, but we don't have that length of
3160 the relationship. And because he's an attorney and because he's worked with you and your team
3161 and with the residents, and because I made a commitment that I didn't want it piecemeal – I'm
3162 not denying that anything that you touch you haven't – everything that I've seen, contrary to
3163 comments that aren't true, everything I know you will deliver the finest. You will deliver it.
3164 I want to abey this. I want you to hang in to August 2nd. You can do that.

3165

3166 **YOHAN LOWIE**

3167 No, I can't and I will not. And I just want to tell you something. I want to ask you a question.
3168 Under which legal theory are you forcing me to bring three different companies under one
3169 agreement and to give you one holistic project? I've tried it for two years. It doesn't work.

3170

3171 **MAYOR GOODMAN**

3172 No, no, no. I know –

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3173 **YOHAN LOWIE**

3174 You don't have – under which, on what are you relying? Which law are you relying to, to force
3175 me to do it?

3176

3177 **MAYOR GOODMAN**

3178 No, no, no. I'm not. All I'm relying on the fact is I know the numbers have to pencil out for you.

3179 So when you reduce an area, in order to make it work for you as the developer, you've got to put
3180 more people in another area. It needs to be compatible with people that are homeowners, with the
3181 feeling of beauty – you can do it. You can do it.

3182

3183 **YOHAN LOWIE**

3184 The 61 lot is compatible. The 61 lot you just denied is compatible.

3185

3186 **MAYOR GOODMAN**

3187 I'm not saying it isn't.

3188

3189 **YOHAN LOWIE**

3190 And every application from now on –

3191

3192 **MAYOR GOODMAN**

3193 I'm not saying it isn't.

3194

3195 **YOHAN LOWIE**

3196 Let me finish. Any other application we're going to bring from now on will be compatible. We
3197 are only going to bring R-PD7. You don't have to worry about development agreement. There is
3198 no development agreement, because we're going to bifurcate this property. I can no longer trust
3199 this Council to ever give us to develop the property.

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3200 **MAYOR GOODMAN**

3201 Okay. Oh, wait a minute.

3202

3203 **YOHAN LOWIE**

3204 Wait a minute. To ever allow us to develop the property.

3205

3206 **MAYOR GOODMAN**

3207 No, no, no.

3208

3209 **YOHAN LOWIE**

3210 It's a continuous denial.

3211

3212 **MAYOR GOODMAN**

3213 If you want to divide the property, then we have something.

3214

3215 **YOHAN LOWIE**

3216 What do you have?

3217

3218 **MAYOR GOODMAN**

3219 Well, you just said you could bifurcate the property. You're not going to develop –

3220

3221 **YOHAN LOWIE**

3222 Bifurcate it and sell it off in pieces. But do you think that the next applicant is going to come in

3223 and is going to come in here –

3224

3225 **MAYOR GOODMAN**

3226 No –

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3227 **YOHAN LOWIE**

3228 – and you're going to tell him about development agreement and the dream?

3229

3230 **MAYOR GOODMAN**

3231 We're saying we are so close to this.

3232

3233 **YOHAN LOWIE**

3234 Your Honor, we're not so close to it. Now you got further, further than any, because I cannot no

3235 longer hold the property. That's all. You made a decision, and I just want you to know that item

3236 number four cannot be negotiated, because we don't have the funding to do it.

3237

3238 **MAYOR GOODMAN**

3239 Okay. All right. So where are we on this, Mr. Jerbic? What do we vote on this? I don't want to go

3240 into more public comment. I was hoping that we could just go ahead, abey everything, because

3241 we want to get the new Council person seated, have you and Tom Perrigo bring everybody up to

3242 speed, and then move this on the 2nd of August or earlier. But I did look at my calendar, and

3243 literally from the 19th to the 2nd, it is the proper two weeks.

3244

3245 **BRAD JERBIC**

3246 Let me say my recommendation is still for abeyance. I will say that a lot of things Mr. Kaempfer

3247 said are correct. I think that I really do believe and it's true that there are going to be people that

3248 are going to oppose this. No matter what it is, no matter how many people like it, there's going to

3249 be a group that will never like it, and that's a given.

3250 There's also this fear that issues will continue to open up, and there will be more and more

3251 demands. And that's where I have to use my skills to say enough is enough. And that's why I said

3252 tonight, speak now or forever hold your peace.

3253 I think that they have these issues. If somebody comes to me now with an issue they should have

3254 come to me with months ago, I'm going to ignore them, because that's just not fair either. You

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3255 can't continue to whittle away at this agreement by throwing new things at it all the time. There's
3256 been two years for people to make their comments. I think that we are that close.
3257 I know Yohan disagrees with me, but I do believe that – and if at the end of the day, and I'll make
3258 you this promise, Yohan, if at the end of the day, we're down to that one issue and that is the
3259 greening of the golf course and there's no agreement on that, I'll present it to the Council for their
3260 decision.

3261

3262 **MAYOR GOODMAN**

3263 So is my comment –

3264

3265 **BRAD JERBIC**

3266 I will not stop it from going to this Council, because we can't get an agreement on the greening
3267 of the golf course. I'll let them make the decision.

3268

3269 **MAYOR GOODMAN**

3270 Okay.

3271

3272 **BRAD JERBIC**

3273 And if the Council says greening is so important to us, we don't like it, they'll vote you down.

3274 And if they say the greening is something that, in the scheme of the entire agreement, isn't a hill
3275 to die for, then they'll vote you up. But that's how I plan to handle those issues that we can't
3276 negotiate through.

3277

3278 **COUNCILMAN COFFIN**

3279 Your Honor?

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3280 **BRAD JERBIC**

3281 I don't plan to use that as an excuse in the future to stop this Council from looking at an
3282 agreement. You've got my word on that.

3283

3284 **COUNCILMAN COFFIN**

3285 Your Honor?

3286

3287 **MAYOR GOODMAN**

3288 Please.

3289

3290 **COUNCILMAN COFFIN**

3291 I'm afraid we've put our Council in a bad position using him as a negotiator. I think the fact is
3292 that he's done all he can, and I think that he should now be our counsel, and that if any
3293 negotiating happens, it should be between the members of the Council and the interested parties.
3294 He's at a point now where I don't want him to be compromised. Not only is he tired, but he also
3295 feels, you know, I'm sure he feels that it's futile.

3296 But I remarked, I earlier remarked that I will still continue to work. And, you know, I may be
3297 heard to be just flapping my gums, but I'm still where I was in December that there could be
3298 something easy on the eyes, something very nice for these people and that land out there. So now
3299 that's my position. I'm still open minded, but I must continue –

3300

3301 **MAYOR GOODMAN**

3302 Okay. What I'd like to do is move a question, with your permission down there, I am going to
3303 move to abey Agenda Item 130 to August 2nd, and then we're going to read into – **I'm going to**
3304 **make that motion to abey this Item 130 to August 2nd.** So that's my motion. Please vote.

3305 Where is Mr. Beers?

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3306 **JAMES JIMMERSON**

3307 May we be heard? May the applicant be heard on this motion?

3308

3309 **MAYOR GOODMAN**

3310 Mr. Beers. There's a motion to abey to August 2nd on Agenda Item 130.

3311

3312 **JAMES JIMMERSON**

3313 Can we not be heard on that? Can both sides be heard on that matter, just for three minutes?

3314

3315 **MAYOR GOODMAN**

3316 No, no. No. No. No.

3317

3318 **JAMES JIMMERSON**

3319 We've not been heard on this matter at all.

3320

3321 **YOHAN LOWIE**

3322 Your Honor, we're objecting to the abeyance under the law. Under 278A 0233, we're objecting to

3323 it. 278, I'm sorry, 0233. We're objecting to it. We're asking you, we're asking for a vote.

3324

3325 **MAYOR GOODMAN**

3326 Okay. So you've made your record, and that's what's the most important thing. Could we please

3327 post the vote on the abeyance?

3328

3329 **JAMES JIMMERSON**

3330 With our statement of law and rights in our final decision.

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3331 **MAYOR GOODMAN**

3332 Okay. And so that motion carries (**Motion carried with Ross and Beers voting No**). We are
3333 abeyed.

3334

3335 **ITEM 82**

3336 **MAYOR GOODMAN**

3337 I'm going to go to Agenda Item 82, Bill number 2017-27, for possible action, adopts that certain
3338 development agreement entitled "Development Agreement For The Two Fifty", entered into
3339 between the City and 180 Land Co, LLC, et al., pertaining to property generally located at the
3340 southwest corner of Alta and Rampart. Sponsored by: Councilman Bob Beers.

3341 I am going to make the motion. Oh, do we have to read that in? Yes, we'll read that in, please.

3342

3343 **BRAD JERBIC**

3344 Your Honor, bill number 2017-27, an ordinance to adopt that certain development agreement,
3345 entitled "Development Agreement For The Two Fifty", entered into between the City and 180
3346 Land Co, LLC, et al., and to provide for other related matters.

3347

3348 **MAYOR GOODMAN**

3349 **I'm going to move this be abeyed to August 2nd, with the new Council seated**, please. That's
3350 my motion. Please vote, and please post. And that motion carries (**Motion carried with Ross**
3351 **voting No**).

3352 So, at this point –

3353

3354 **CHRIS KAEMPFER**

3355 Your Honor?

3356

3357 **MAYOR GOODMAN**

3358 – I'm gonna ask you, Mr. Jerbic –

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3359 **BRAD JERBIC**

3360 Yes.

3361

3362 **MAYOR GOODMAN**

3363 – as you speak with the developer team that you continue to do your best, depending upon where
3364 they come with this, and that you will meet, if, in fact, everything can move forward with the
3365 new seated Council, Ms. Fiore and Mr. Siroka, and make appointments for them to get up to
3366 speed with all these items so that they are ready to move forward on August 2nd, pending how
3367 you work forward and where needed with Mr. Perrigo joining in.

3368

3369 **CHRIS KAEMPFER**

3370 Your Honor –

3371

3372 **BRAD JERBIC**

3373 Thank you. We will.

3374

3375 **MAYOR GOODMAN**

3376 Please. Could you speak –

3377

3378 **CHRIS KAEMPFER**

3379 May I say a couple of words –

3380

3381 **MAYOR GOODMAN**

3382 It's up to Councilman –

3383

3384 **CHRIS KAEMPFER**

3385 – to the Councilman?

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3386 **MAYOR GOODMAN**

3387 – my Council over here. Is that alright, more?

3388

3389 **BRAD JERBIC**

3390 Oh, yes.

3391

3392 **CHRIS KAEMPFER**

3393 I just want to say a couple of words to the departing Councilmen, if I might.

3394

3395 **MAYOR GOODMAN**

3396 Yes, but please get closer ‘cause you’re so far up.

3397

3398 **CHRIS KAEMPFER**

3399 Okay. I just wanted to say, Councilman Ross, Councilman Beers, thank you very much for all of
3400 the years of working together. The hard work, the compromise, whatever, you are both class
3401 gentlemen, and I know wherever, whatever you do, whatever you decide is better than this,
3402 you’re gonna have a great time.

3403 And I just want to say seriously, thank you for all of your hard work and for being such good
3404 people. And although it’s not really cool any more to say it, I want to say God bless you and
3405 keep you well. Okay. Thank you.

3406

3407 **COUNCILMAN ROSS**

3408 With your permission, Mayor? Thank you, Mr. Kaempfer.

3409

3410 **MAYOR GOODMAN**

3411 Yes. Please, wait Mr. Kaempfer, he’s responding.

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3412 **COUNCILMAN ROSS**

3413 Thank you, Mr. Kaempfer.

3414

3415 **STEPHANIE ALLEN**

3416 I just wanted to echo that. We'll miss you, and we appreciate all of your hard work and time and
3417 dedication. So thank you so much for everything you've done for the City of Las Vegas to make
3418 it so great.

3419

3420 **COUNCILMAN ROSS**

3421 Thank you.

3422

3423 **STEPHANIE ALLEN**

3424 We appreciate it.

3425

3426 **MAYOR GOODMAN**

3427 Thank you.

3428

3429 **COUNCILMAN ROSS**

3430 Thank you.

3431

3432 **MAYOR GOODMAN**

3433 And I can assure you the Council feels the same way. We're very proud of these gentlemen and
3434 everything that they have done as public servants, both with the legislature and City Council.
3435 Mayor Pro Tem Ross, for his 12 years here and devotion to the citizens and people and
3436 development, just kudos.

3437 **(END OF DISCUSSION)**

3438 /ac

Exhibit 54

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

ITEM 8 - PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS ON THE AGENDA FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

ITEM 53 - DIR-70539 - ABEYANCE ITEM - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: 180 LAND CO, LLC, ET AL - For possible action on a request for a Development Agreement between 180 Land Co, LLC, et al. and the City of Las Vegas on 250.92 acres at the southwest corner of Alta Drive and Rampart Boulevard (APNs 138-31-201-005; 138-31-601-008; 138-31-702-003 and 004; 138-31-801-002 and 003; 138-32-202-001; and 138-32-301-005 and 007), Ward 2 (Seroka) [PRJ-70542].

ITEM 31 - Bill No. 2017-27 - ABEYANCE ITEM - For Possible Action - Adopts that certain development agreement entitled “Development Agreement For The Two Fifty,” entered into between the City and 180 Land Co, LLC, et al., pertaining to property generally located at the southwest corner of Alta Drive and Rampart Boulevard.

Sponsored by: Councilman Bob Beers

Appearance List:

CAROLYN G. GOODMAN, Mayor

GINA GREISEN, representing Nevada Voters for Animals

ERIKA GREISEN, representing Nevada Voters for Animals

RICKI Y. BARLOW, Councilman

BRAD JERBIC, City Attorney

ROBERT SUMMERFIELD, Acting Planning Director

CHRIS KAEMPFER, Attorney for the Applicant

STEPHANIE ALLEN, Attorney for the Applicant

UNIDENTIFIED MALE SPEAKER

**CITY COUNCIL MEETING OF
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30 LOIS TARKANIAN, Councilwoman
31 STEVEN G. SEROKA, Councilman
32 MICHELE FIORE, Councilwoman
33 BOB COFFIN, Councilman
34 DOUG RANKIN, representing some homeowners
35 PETER LOWENSTEIN, Planning Section Manager
36 GEORGE GARCIA, Henderson, Nevada
37 FRANK SCHRECK, Queensridge resident
38 TODD BICE, Attorney, Pisanelli Bice Law Firm, representing several homeowners
39 DINO REYNOSA, representing Steven Maksin of Moonbeam Capital Investments
40 MICHAEL BUCKLEY, 300 South 4th Street
41 SHAUNA HUGHES, representing Queensridge Homeowners Association
42 BART ANDERSON, Engineering Project Manager
43 FRANK PANKRATZ, Queensridge resident
44 RAYMOND FLETCHER, Las Vegas resident
45 TOM PERRIGO, Executive Director of Community Development
46 RICK KOST, Queensridge resident
47 RONALD IVERSEN, Queensridge resident
48 GORDON CULP, Queensridge resident
49 ANNE SMITH, Queensridge resident
50 ELISE CANONICO, Vice President of the Queensridge Board on behalf of Tudor Park residents
51 BOB PECCOLE, Queensridge resident
52 ROBERT EGLET, Queensridge property owner
53 ALICE COBB, President of the Board for One Queensridge Place Homeowners Association
54 EVA THOMAS, Queensridge resident
55 DEBRA KANER, Queensridge resident
56 TERRY HOLDEN, Queensridge resident
57 LARRY SADOFF, Queensridge resident
58 DALE ROESENER, Queensridge resident

**CITY COUNCIL MEETING OF
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59 GEORGE WEST, Queensridge resident
60 ROBERT LEPIERE, Queensridge resident
61 TODD KOREN, Queensridge resident
62 STEVE CARIA, Queensridge resident
63 JAMES JIMMERSON, Queensridge resident
64 LOUISE FRANCOEUR, Queensridge resident
65 STACEY L. CAMPBELL, Acting City Clerk
66
67 (4 hours and 27 minutes)
68
69 Typed by: Gabriela Portillo-Brenner/Speechpad.com
70 Proofed by: Stacey L. Campbell and Gabriela Portillo-Brenner

**CITY COUNCIL MEETING OF
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71 **MAYOR GOODMAN**

72 Agenda Item Number 8, Public Comment during this portion of the agenda must be limited to
73 matters on the agenda for action. The amount of time any single speaker's allowed may be
74 limited. All comments will be cross referenced to the specific items and if anyone submitted a
75 speaker card or wishes to speak under this portion of the agenda, please come to the podium and
76 state your name for the record. This is your opportunity to address the Council, but the Council
77 is not able to respond or engage in dialogue. We will set the timer at one minute, please.

78

79 **END RELATED DISCUSSION**

80 **RESUMED RELATED DISCUSSION**

81

82 **MAYOR GOODMAN**

83 And you can give your card or cards to the City Clerk.

84

85 **GINA GREISEN**

86 Oh, I didn't even fill out; I was actually writing notes on 'em.

87

88 **MAYOR GOODMAN**

89 Okay. Oh, okay. Nevermind.

90

91 **GINA GREISEN**

92 Good morning, Mayor and Council. For the record, Gina Greisen, Nevada Voters for Animals.

93 We just wanted to come and quickly speak on Item, Agenda Item Number 53 regarding the
94 Badlands Golf Course. I know that it's been a hugely contentious issue here. And we're just here
95 today to talk on behalf of the voiceless victims in this fight between the residents and the
96 developer, all the little animals that live on the golf course that are now struggling to survive and
97 dying in people's backyards. And I'll let my daughter talk a little more specifically about what's
98 going on, and she has photographs and went and met with some of the neighbors, and it's truly a
99 tragic situation.

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100 And, one of the concerns I wanted to mention is that, when we pulled into that area, there's a
101 huge water retention pond, and I thought, well, there's water for the animals. Why can't they
102 drink out of that? One of the things that we learned is that it's possible that they've put
103 something in that water that makes it undrinkable.

104 So, we'd like that water, that addressed.

105

106 **MAYOR GOODMAN**

107 Thank you –

108

109 **GINA GREISEN**

110 That's a huge concern, that there were no animals around that.

111

112 **MAYOR GOODMAN**

113 Okay –. Thank you. We will ask Councilman Seroka to address the concerns about that. Let's
114 have your daughter come up, and we'll –

115

116 **GINA GREISEN**

117 And just, since there are so many golf courses that are closing down, –

118

119 **MAYOR GOODMAN**

120 Yes –

121

122 **GINA GREISEN**

123 – not just this one, we'd like to recommend a committee to actually deal with these issues,
124 because, their, it's happening all over town.

125

126 **MAYOR GOODMAN**

127 Right. And so many of them are in different parts and not the responsibility of the City of Las
128 Vegas, so –

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129 **GINA GREISEN**

130 Well, I know, but, you know what I mean.

131

132 **MAYOR GOODMAN**

133 We can talk with mayors.

134 Yes? Please. And if you'll say your name for us, too; please.

135

136 **ERIKA GREISEN**

137 Erika Greisen, with Nevada Voters for Animals. Good morning, Mayor and Council. I don't

138 know how you would like me to put this on so you guys can see it.

139

140 **MAYOR GOODMAN**

141 There it is. I don't know if it could be blown up, but –

142

143 **COUNCILMAN BARLOW**

144 Turn it – up. (Inaudible) upside down.

145

146 **MAYOR GOODMAN**

147 Yeah, you have it upside down there. There you go.

148

149 **COUNCILMAN BARLOW**

150 There you go.

151

152 **ERIKA GREISEN**

153 So, as you can see, we were actually, by one of the residents, we were invited into their house,

154 into their backyard. And, as you can see, there's multiple different types of animals, ranging

155 from rabbits, quail and even at one point, we actually saw a coyote that actually took one of the

156 rabbits, but that's – nature. But we do wanna –

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157 **MAYOR GOODMAN**

158 Yes, it is –

159

160 **ERIKA GREISEN**

161 – say this, though, we did talk to some of the residents, and they did have concerns. They’re
162 saying that because the water has been shut off, the animals have no place to get water. My mom
163 already brought up the concern of the fact that we, the residents believe that something was put
164 into the pond, and which made no animals wanna go near it. And, also that they saw people
165 picking up dead animals from around that area. So, as well as, sorry, when people, because
166 there’s no drinking water or anything, these animals are, finding water other places, like in
167 pools–

168

169 **MAYOR GOODMAN**

170 Okay.

171

172 **ERIKA GREISEN**

173 – and actually drowning –

174

175 **MAYOR GOODMAN**

176 Thank you –. That’s your minute. But I do wanna tell you, for animals, unfortunately, that have
177 died, Animal Control will pick up those animals.

178

179 **ERIKA GREISEN**

180 From my understanding, it was actually workers on the property –

181

182 **MAYOR GOODMAN**

183 Right –

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184 **ERIKA GREISEN**

185 – that were picking up animals and putting them in trash bags.

186

187 **MAYOR GOODMAN**

188 Okay.

189

190 **ERIKA GREISEN**

191 Thank you.

192

193 **MAYOR GOODMAN**

194 Thank you. Thank you for coming down. We appreciate it.

195 Anyone else?

196

197 **END RELATED DISCUSSION**

198 **RESUMED RELATED DISCUSSION**

199

200 **MAYOR GOODMAN**

201 Okay. So we are starting with Agenda Item 53, DIR-70539, public hearing, applicant/owner: 180
202 Land Company, LLC, et al., for possible action on a request for a Development Agreement
203 between 180 Land Company, LLC, et al. and the City of Las Vegas and 2.5-0-, excuse me, on
204 250.92 acres, southwest corner of Alta and Rampart Boulevard. This is in Ward 2 with
205 Councilman Seroka. Staff recommends approval.

206 This is a public hearing, which I declare open. Is the applicant or a representative present? And I
207 have, at this point, cards from Eva Thomas, Anne Smith, Gordon Culp, and Dase (sic) Roesener,
208 it looks like, to me. So, if you'll hold one sec.

209 Well, they're – the applicant. So what I'm gonna do is hear from the applicant first. Then we're
210 going to hear from City staff, unless he passes the buck. No, no, no. And then we'll have our
211 comments, and we'll have public hearing items.

212 At this point, we're gonna hear from the applicant. Once we get to public hearing, we'll set time.

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213 **BRAD JERBIC**

214 Hear staff first.

215

216 **MAYOR GOODMAN**

217 Hear staff first? Okay. We're going to reverse that. Sorry. We're going to staff first.

218

219 **ROBERT SUMMERFIELD**

220 Madame Mayor, the proposed development agreement establishes the long-range plans for the

221 development of approximately 250 acres of property, formerly known as the Badlands Golf

222 Course. The development agreement explicitly outlines the proposed development of 2,169

223 residential units, comprised of 2,104 multi-family units and 65 single-family residential lots

224 within 4 development areas. This includes the 435 multi-family units, as approved by the City

225 Council in February of 2017 within Development Area 1.

226 The agreement allows for a limited square footage of ancillary commercial uses within the multi-

227 family component, a non-gaming boutique hotel, as well as a potential for an assisted living units

228 that will be counted towards the total allowable units. The development standards associated

229 with the development agreement call for the use of a wrap construction method to facilitate

230 activated streets with pedestrian-friendly, landscaped walkways and open spaces.

231 Architecturally, the agreement calls for consistency with the Tivoli Village and One Queensridge

232 Place, to be maintained within Development Areas 1, 2, and 3. Meanwhile, in Development

233 Area 4, the agreement calls for custom homes to meet or exceed the existing adjacent

234 Queensridge HOA design standards.

235 The proposed development calls for the placement of density in areas that are sensitive to

236 existing single-family and multi-family development on adjacent parcels. The content of the

237 development agreement is in conformance with the requirements of the Nevada Revised Statutes

238 278 and indicates additional development and design controls, which increase the sensitivity and

239 compatibility of a new development with existing adjacent development.

240 Furthermore, the development, as proposed, would be consistent with the goals, objectives, and

241 policies of the Las Vegas 2020 Master Plan that call for walkable communities, access to transit

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242 options, access to recreational opportunities, and dense urban hubs at intersections of primary
243 roadways.

244 As such, staff is in support of the development agreement. Please note that additional letters of
245 protest and support have been received after the publication. Thank you.

246

247 **MAYOR GOODMAN**

248 Thank you very much. Afternoon.

249

250 **CHRIS KAEMPFER**

251 Yes, good afternoon, Your Honor. Colonel, this is your area, so, obviously, it's something of
252 paramount importance to you, as it is to everyone here, and we appreciate that. I'm Chris
253 Kaempfer. With me is Stephanie Allen. We're here on behalf of the applicant. 1980 Festival
254 Plaza Drive, Las Vegas, Nevada 89135.

255 I wanna start by using the words comparable and compatible. And the reason that I say that is
256 they define a zoning concept that is decades old and is utilized by every city and county in this
257 state. These are the words that have been used by your City Attorney, by your Planning Director,
258 by others in describing the potential for development on what was the Badlands Golf Course.
259 These words mean that when considering what density is appropriate at a particular location, you
260 look to see if the proposed density is compatible with and comparable to the existing density.
261 The idea is quite simple. If you live in a development, like I do, that is four dwelling units per
262 acre, you should not be heard to complain about densities that are four units per acre or less that
263 are adjacent to you.

264 Similarly, if a proposed development lies between existing homes and a major roadway and
265 compatible densities are being proposed, those compatible densities tend to go up in intensity
266 from the density that is existing on those homes and the major street. You've seen it all the time.
267 If I'm (sic) four units an acre, between my four units an acre and a major street is five and six
268 units an acre, and that's why you reserve (inaudible) line streets, multi-family, higher density,
269 commercial, because you realize that living on a major arterial presents problems for those who
270 live right on it. So you increase the densities so as to address or try to address that issue.

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271 Now, why is that important here? Because comparable densities, regardless of how appropriate
272 they might be, from a zoning standpoint, is not what is meant for and desirable in Queensridge.
273 Legally permissible, but not what Queensridge is about. And that is by no means what this
274 development agreement is about. This is not about comparable and compatible densities. It is
275 about something far better than that.

276 And I would just like to take a minute and just to describe, in my words, what this book means to
277 me. This is the development agreement. It's just words and pages and all that, but it's more than
278 that. It means that when you drive into, and Stephanie can perhaps point out some of these areas.
279 I'm gonna start in the south, but the north, when you drive into Queensridge. Now, should this
280 development agreement be approved, you would drive in through new gates that are set back and
281 enhanced. You would then drive up and you would see a new park site, a four-acre park site
282 dedicated to the HOA, that includes a marsh and an orchard.

283 You have all heard about the situation with the animals there. And more than perhaps anybody
284 else, or certainly equal to anybody else, I care intensely about that issue. And the reason I do is
285 because I walk this area virtually every day, and I love seeing the – mallard ducks and the –
286 turtles and the birds of all kinds and the geese that fly over and the coyotes even that you
287 occasionally see, and over all of this, the 13 vultures, actually buzzards, turkey buzzards that
288 overlook the whole thing as if they were saying: This is my area. I control ultimately what
289 happens to any one of you.

290 I love this place. And that's the Queensridge that I want back. And that is the Queensridge,
291 candidly, that's represented in this book, because in this book we have 7,000 trees, just in
292 Development Area 4, 7,000 trees. That's a condition in this book.

293 On the – north, we have a park area as well. We have 65 estate lots on 183 acres. That's a density
294 of essentially one home on every three acres of property.

295 Now, there are minimum two-acre lots, but practically, there will be more than that because of
296 what I'm about to show you. In Section A, that's being pointed out by Stephanie, and that's,
297 again, my area up through here, in Section A, that is 16.7 acres. What is being proposed in that
298 area are half-acre lots, 16.7 half-acre lots. That's 33 homes.

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299 Now, if this is developed with comparable – and compatible zoning at 5 or 6 units an acre, we're
300 looking at 83 to 100 homes, where 33 homes are proposed in this plan, 33 in this plan, 83 to 100
301 on comparable, compatible density.

302 All right. Now, that means that, on the balance of this site, there are 32 homes, because there
303 only can be 65. That means there are 32 homes on the rest of that property. On the rest of that
304 166 acres will be 32 homes. That is essentially one home on the average for every five acres.
305 Now, what kind of home do you imagine Mr. Lowie is going to build on a five-acre parcel? They
306 are going to be magnificent homes that are gonna be a benefit to our community. But
307 importantly, of that, 90 acres of that is going to be open space. So we're going to recapture some
308 of that feel that we no longer have in Queensridge and hope to get back.

309 Now, what is the benefit to some of these? I just wanna point out some of these areas here. We
310 have Queen Charlotte. That's this street up here. We have Ravel Court, this issue in here. We
311 have Tudor Park. That's another issue that we have. But, I want you to think about, just for a
312 moment, comparable and compatible densities. These are all quarter-acre lots, that I'm pointing
313 out to you. Essentially, these are, too. These are all quarter-acre lots here. These are all quarter-
314 acre lots.

315 All of these properties here, every single one, including these in the center, every single one of
316 those has the benefit of two-acre minimum lots behind them. And again, as I just said, most of
317 them will be more than that and up to five acres, one home. Under comparable and compatible
318 density, which is the standard by which appropriate zoning is measured, that same two-acre
319 parcel will put eight homes behind those people.

320 So all of these people here, all of these people here, all of these people here, instead of one home
321 on two to five acres will have eight homes on that same two acres, under comparable and
322 compatible zoning should this not get approved.

323 Now, I'm gonna have Stephanie briefly, and I understand the idea is to be brief, describe some of
324 the issues that we've been dealing with, with Tudor Park and Ravel Court here. So I'm going to
325 let her take over from here.

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326 **STEPHANIE ALLEN**

327 Thank you. Madame Mayor, members of the Council, Stephanie Allen, 1980 Festival Plaza.

328 Before I get into some of the changes that were made to the development agreement between the

329 last City Council meeting and today, I just real quick wanted to show you, kind of reiterate what

330 Chris mentioned with the 65 estate lots on the, most of the golf course area and then the

331 proposed 2104 at the area that's more appropriate for the – higher density residential.

332 This is the option if you were to use compatible and comparable and compatible (sic) zoning, a

333 rough estimate. But you'll have approximately 400 single-family homes, and the way that we

334 calculated this was based on comparable and compatible zoning.

335

336 **COUNCILMAN BARLOW**

337 Mayor –, through you –

338

339 **MAYOR GOODMAN**

340 A question here?

341

342 **STEPHANIE ALLEN**

343 Sure.

344

345 **MAYOR GOODMAN**

346 Thank you, Councilman.

347

348 **COUNCILMAN BARLOW**

349 If you don't mind, just put them side by side so that we can –

350

351 **STEPHANIE ALLEN**

352 Sure.

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353 **COUNCILMAN BARLOW**

354 No, no, no, just underneath, like you had. There we go. So I can look at the numbers as you talk.

355 Perfect. Okay.

356

357 **STEPHANIE ALLEN**

358 There you go.

359

360 **COUNCILMAN BARLOW**

361 Thank you. Thank you, Mayor.

362

363 **STEPHANIE ALLEN**

364 So, under the development agreement, what's proposed is the 65 mega estate lots with a
365 minimum of the two acres and the half-acre on this portion here. Should comparable and
366 compatible zoning be the – route that we go, then it will be more like 400 single-family homes,
367 is what is comparable and compatible. That's going through and doing what Chris just did, which
368 is where you have quarter-acre lots, putting quarter-acre lots next to them, when you have half-
369 acre lots, putting half-acre lots next to them.

370 And then the multi-family, comparable and compatible zoning is approximately 1,540 units, and
371 that's based on the combination of densities from One Queensridge Place, from Tudor Park, and
372 from Fairway Pointe.

373 These are the changes. You've seen this slide before, so I'm not gonna spend a lot of time on it,
374 'cause I – know we don't want to repeat what we've done at prior hearings. But we've been doing
375 this for two years. We've been working on this agreement at length for two years, because the
376 direction of this Council was that you prefer to have a holistic, universal plan, and we have done
377 that.

378 We have done that through many iterations, and those changes were not changes that were
379 requested by the developer. They were changes that were requested by the City and/or through
380 homeowners to the City. So the last iteration was based on a memo that Mr. Michael Buckley

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381 prepared. We reviewed it, the City reviewed it, and we made a significant number of changes to
382 the agreement, and that's why you have revisions again before you.

383 But I just quickly want to highlight the current development agreement. This is what you have in
384 the current development agreement. As I mentioned, the multi-family is 2104. The Development
385 Area 4 is limited to 65 homes. So, that cannot change, unless we came back before you and said
386 we wanted to change that, and that would require a public hearing and input from the residents.
387 And so this is a contract that would be recorded against the property, guaranteeing that those
388 hundreds of homes within Queensridge will only have 65 neighbors, new neighbors next to
389 them. So the total units, 2169.

390 This was the request, the acre size of the lots was a request not of the developer, but of the
391 residents. So the minimum two-acre lot sizes was incorporated at the request of some of the
392 neighbors. Again, with the exception of that Section A with the half-acre lots.

393 The number of towers was reduced from three towers to two towers, and the height was reduced
394 to 150 feet.

395 The residential adjacency compliance, we originally were trying to have some flexibility on that
396 just as the towers had, and we've – since agreed to comply with that residential adjacency. There
397 will be some ancillary commercial of up to 15,000 square feet, which is just for the benefit of the
398 walkable community, so that residents have coffee shops and amenities.

399 The term of the agreement was revised, at the request of the neighbors, from 30 years to 20
400 years. So that's a recent change to the agreement.

401 Tudor Park, as Chris mentioned, we've worked with Tudor Park, and I believe we have an
402 agreement with Tudor Park. I don't know if we'll hear something different tonight, but Tudor
403 Park is the area.

404

405 **MAYOR GOODMAN**

406 And how many homes is that in the Tudor Park area that's of concern, please? What number of
407 homes?

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408 **STEPHANIE ALLEN**

409 I believe there's about nine; is that correct? That are adjacent?

410

411 **UNIDENTIFIED MALE SPEAKER**

412 Less than a dozen.

413

414 **STEPHANIE ALLEN**

415 Less than a dozen, right here at this – area right, here. And we've – done a new exhibit that's

416 been incorporated into the development agreement, that provides them with 20 feet of backyards

417 in addition to their existing backyard space. So, they would, the property would be elevated up to

418 the level of their backyard, and they would be given 20 feet of land to extend on their backyard,

419 and the developer would put, sorry –

420

421 **COUNCILMAN BARLOW**

422 Okay. Through you, Mayor?

423

424 **STEPHANIE ALLEN**

425 Sorry.

426

427 **COUNCILMAN BARLOW**

428 Okay. I'm sorry. So, just a question.

429

430 **STEPHANIE ALLEN**

431 Yeah.

432

433 **COUNCILMAN BARLOW**

434 So, the 20 feet, are you saying 20 feet on the back side of each home –

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435 **STEPHANIE ALLEN**

436 Correct. So here's –

437

438 **COUNCILMAN BARLOW**

439 – that will be given to them, or would that be in the – responsible, the HOA would be

440 responsible for that 20 feet?

441

442 **STEPHANIE ALLEN**

443 It would be given to them, so they would own an additional 20 feet of land behind their home.

444 The developer is willing to put a dense landscape buffer, five-foot landscape buffer along the

445 edge of the property, that they would then have to maintain. But we would actually put the

446 landscape buffer in and deed each homeowner 20 feet of land, so that they'd have an extension to

447 their yard. So this is the new Tudor Park exhibit, and is incorporated into the development

448 agreement you'd be voting on today.

449 With respect to, oops. Excuse me.

450

451 **CHRIS KAEMPFER**

452 Just indicate where they are presently.

453

454 **STEPHANIE ALLEN**

455 Sure.

456

457 **CHRIS KAEMPFER**

458 Indicate that.

459

460 **STEPHANIE ALLEN**

461 So the red line is their current property line. The dotted line to the blue dotted line is the five-

462 foot where we would install dense landscaping, 36-inch box trees, 12 feet on center, so they

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463 would have a very dense landscape buffer that they then would own and maintain after the
464 property is deeded to them. So that's that area right there.
465 And then additionally, there's a no building structure zone of 85 feet. So they would have an 85-
466 foot guaranteed buffer before any building could – begin construction, behind their homes.
467 With respect to Ravel Court, unfortunately I wish we could stand here today and say that we had
468 an agreement with Ravel Court.

469

470 **MAYOR GOODMAN**

471 How many homes is that, please?

472

473 **STEPHANIE ALLEN**

474 That is five homes. And we've had discussions and offered a lot of options. The options that were
475 initially offered was the no building structure zone of 75 feet. Then it was extended to 105 feet,
476 which is what the Planning Commission approved, was a 105-foot, no building structure zone.
477 We then went to them and said: Would you like a row of homes similar to yours behind you?
478 And the final offer that we made to them was one two-acre lot.
479 So, that's what the current development agreement has, which is exactly the same as every other
480 homeowner in this area. They all have one 2-acre lot behind them. These five homeowners will
481 have one 2-acre lot behind them, if you were to vote on the agreement today.

482

483 **COUNCILMAN BARLOW**

484 Mayor, point of clarification through you? I understand the two-acre. What about the 20 feet that
485 – Tudor – Park was offered? Is that a part of this, or just the two-acre lot behind Ravel Court?

486

487 **STEPHANIE ALLEN**

488 Just the two-acre lot behind Ravel Court. The, there is an easement existing they all, that these
489 property owners have, which is 15 feet. At one point, that offer was on the table to give them that
490 land as well. Now, because of the two-acre lot, that 15 feet would essentially remain just as it is
491 today.

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492 **COUNCILMAN BARLOW**

493 Thank you.

494

495 **CHRIS KAEMPFER**

496 Frank said they could transfer it to them if they wanted it, at their option.

497

498 **STEPHANIE ALLEN**

499 Okay. But, I guess our client's willing to still discuss that if they wanted to have that land
500 transferred to them. So that's an option.

501

502 **COUNCILWOMAN TARKANIAN**

503 Mayor, through you, if I might ask a question?

504

505 **MAYOR GOODMAN**

506 Yes.

507

508 **COUNCILWOMAN TARKANIAN**

509 You're saying one 2-acre lot behind five homes?

510

511 **STEPHANIE ALLEN**

512 Correct.

513

514 **COUNCILWOMAN TARKANIAN**

515 Not behind each home, behind the five. How does that, how do you do that with –

516

517 **STEPHANIE ALLEN**

518 So basically, you'd have one –

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519 **COUNCILWOMAN TARKANIAN**

520 You just – squeezed out the two acres, so it's thin?

521

522 **STEPHANIE ALLEN**

523 This is – I just drew it on here, if you can see it. It would basically be –

524

525 **COUNCILWOMAN TARKANIAN**

526 Oh, I can see, yes.

527

528 **STEPHANIE ALLEN**

529 – a rectangular, large lot.

530

531 **COUNCILWOMAN TARKANIAN**

532 So the two-acre lot covers all the backyards?

533

534 **STEPHANIE ALLEN**

535 Correct.

536

537 **COUNCILWOMAN TARKANIAN**

538 Oh, okay. I couldn't understand that. Thank you.

539

540 **STEPHANIE ALLEN**

541 So each of these five homeowners will have one neighbor behind them.

542

543 **COUNCILWOMAN TARKANIAN**

544 Okay.

545

546 **STEPHANIE ALLEN**

547 So that's reflected here, the Tudor Park and the Ravel Court changes.

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548 And I already went through this.

549 We've heard a lot about the home values are, in Queensridge and – how this has impacted the
550 home values. And we understand that certainty is part of this agreement today. If this were to
551 pass, it would provide every homeowner in Queensridge with some certainty as to what's gonna
552 happen with development, and that's the beauty of the universal plan, so that they know what
553 they can expect for the next 20 years as opposed to having uncertainty in their lives.

554 But I would like to just show you this slide, because it's interesting. We went back to, prior to the
555 golf course closing, prior to our clients owning this property, and looked at the property values
556 from 2012 to 2015, and you'll see, this orange line shows that Queensridge falls well below some
557 of the other high-end communities within the Valley. The Ridges are the green, that's far above
558 Queensridge. Tournament Hills is kind of this oranger (sic) color. Canyon Fairways, Palisades,
559 Mountain Trails, and Eagle Hills are all on this chart.

560 And prior to this golf course issue, the home prices and the values were below some of those
561 other high-end communities in the Valley, which is even more reason why, why not put a facelift
562 on this community? Why not take advantage and make this into something special and improve
563 the area for all of the residents?

564 Chris mentioned the options that are in the agreement, that's (sic) in Section 3.08. Those are just
565 options. And, in Mr. Buckley's memo, he mentioned that maybe those options don't belong in
566 this agreement, because they're tied to – the ability to have access to the roadway network. So I
567 just wanna put on the record we, intentionally didn't delete that language. We're happy to take it
568 out, but we think that's the opportunity here that can make this community special again.

569 The reason it's in there is if the HOA for Queensridge decides they want to work with this
570 particular developer and give them access, then he will put new gates in. He will put new parks
571 in. He will improve the overall community of Queensridge as well as his new development. So,
572 we thought those were important, because they are enforceable by the City and they're great
573 options to bring this community to the next level and to be competitive with the other
574 communities in the area.

575 So this is the price-per-square-foot exhibit. Again, same time frame, from 2012 to 2015, this is
576 the comparison of the average sales. So this is prior to anything happening with the golf course.

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577 If you were to vote yes today, these are the things that can happen. You'd have a binding
578 contract for 20 years with probably the best developer in this Valley, in – our humble opinion.
579 We all know he does wonderful work. I've put it on record before, so I'm not going to repeat that
580 today. But, that corner shows you the type of work that Yohan and EHB Companies does. So,
581 you're guaranteed, if you vote yes, 20 years with him to develop beautiful homes, at the corner,
582 that's a very special location and has the ability to have something very special.
583 The universal plan that's predictable, so you'll know what you're getting for 20 years. Everyone
584 in that community will know.
585 The return of certainty to the adjacent communities, to Queensridge, One Queensridge Place,
586 Tudor Park, Ravel Court, all of those areas that we've worked with hard over the last two years
587 to make sure that we're – addressing their concerns and we're making a great community for
588 them, not just for these new property owners.

589

590 **CHRIS KAEMPFER**

591 And, if I might interject, that's the one thing that we hear continually from people who are trying
592 to sell their homes, people say, well, what's happening to the golf course? And, they go, with
593 their, honest, they say, I don't know. Now, they'll be able to say, well, behind my home is a two-
594 acre lot at a minimum. It could be higher than that, but it's a minimum two-acre lot. That's the
595 kind of certainty that will allow these home values to be regained on these homes, for those who
596 want to leave, to be able to sell at a fair, fairer price.

597

598 **STEPHANIE ALLEN**

599 The assurance, as I mentioned, that there'd be only 65 homes on 183 acres. The assurance of over
600 100 acres of open – space and vegetation that just will not come with piecemeal development.
601 That's a reality. It will not happen.

602 The non-recurring revenue of almost \$20 million and \$3 million each year to Clark County
603 School District, which is part of our report that we had Restrepo Financial Group do, and it's part
604 of the record already.

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605 A financial contribution that also includes non-recurring revenue of \$17 million and over \$2.4
606 million in annual revenue to the City of Las Vegas. And the creation of over 10,000 jobs. So
607 you're gonna put people to work on this development and have some quality – homes built and
608 added to the City of Las Vegas.

609 If you vote no today, you have continued uncertainty. You'll have piecemeal development, and
610 this Council voted against piecemeal development. You asked us for two years to come to you
611 with a universal plan. We're here in good faith asking for you to vote on this project today, up or
612 down, so that we can move on and decide what to do with this property.

613 You'll have no contractual obligation by the developer. It will be whomever (sic) is developing
614 at that time. The assurance that the property may never be developed will go away, as large
615 estate lots and the vast open space and the vegetation, and the wealth migration will possibly de',
616 and possible decrease in home values will continue. As The Ridges continue to develop –, the
617 other developments in Summerlin continue to be improved, this community can potentially
618 decline.

619 So with that said, I'll turn it back over to Chris. But we've done what you've asked. We've done
620 what this Council has asked. We've worked with closely with your Staff. We've worked closely
621 with your City Attorney's office. We've made so many changes to try to get to the place that
622 we're at today.

623 Your staff recommends approval of the agreement. Your Planning Commission recommends
624 approval of the agreement. This isn't an agreement that is compatible and comparable, as Chris
625 mentioned. This is a wonderful agreement that – is a betterment for the entire community, if
626 approved. So we appreciate your consideration.

627

628 **MAYOR GOODMAN**

629 Thank you both for your efforts. And (inaudible) resolve this –

630

631 **CHRIS KAEMPFER**

632 Your Honor, I just, I, at the end of the opposition, if I could just have three to five minutes, very
633 briefly, to respond to anything, so –

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634 **MAYOR GOODMAN**

635 Okay.

636

637 **CHRIS KAEMPFER**

638 I would like to note something for the record. If you remember, this place was originally packed
639 when this, these items were considered. That shows you the effort that's been done on both sides
640 to try to get to where we want to be. And I'm gonna take this, 'cause I don't wanna forget it. I
641 have to thank Brad Jerbic, Tom Perrigo, and staff for their incredible hard work. They are quality
642 guys. They are just incredible public servants, and I know you're very proud of them and you
643 should be. Thank you.

644

645 **MAYOR GOODMAN**

646 Thank you, Mr. Kaempfer. Thank you, Stephanie, as well.

647 This will be a public hearing, and I will open it, and we're going to have some discussion. But at
648 this particular time, I wanna address some items, and so, there'll be plenty of opportunity. You
649 might as well sit down.

650 First of all, I want to thank everybody that's been involved in this. And of course, I do remember
651 the two years that we've all been sitting here, and of course new and welcoming Councilman
652 Seroka and Councilwoman Fiore to be joining us, who, while they may have watched all of the
653 dialogues we've had over the past two years, may not be entirely comfortable that they're totally
654 up to speed. And as much as our staff's been working with them to bring you up to speed,
655 there's, you can't possibly have all the information over these many, many meetings and hours
656 that go in ad nauseam into the night in an effort to try to bring the sides together.

657 And, certainly, from everything you've just presented, I, and I'm sure other Council have
658 questions too, to it, because you seem, on the face of what you've reported, to have moved
659 everything, and I know there's still some holes and glitches. But, first of all, I know those are the
660 areas that I'd be concerned about too, and I'm going to ask from Brad Jerbic.

661 But, my concern was and what had happened with this, and –, I guess, it's six, in six weeks, we
662 will be two years at it, regardless of opportunities that come, talk individually with Council

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663 persons on the Badland (sic) development and EHB going forward, which may be more than two
664 years. I think we really have been immersed in this.

665 And we feel up here, and I think I can speak for the whole, this is definitely not a public/private
666 engagement. It should be and has been a private/private engagement, and because issues arose,
667 and I'm sorry to do this, I am the mother of two attorneys, I am married to an attorney, and until
668 litigation became part of this, my feeling was that if we could just keep everybody at bay and as
669 hard as it is and as much passion as we all have, we have a lot of issues that had to be resolved.
670 And I think you've just heard it from Mr. Kaempfer and Stephanie, you know, we really wanted
671 to move this. We wanted it to be something that would be acceptable to the residents; they'd be
672 proud to have it. And I don't know if we have pictures. I asked Mr. Jerbic, who I'm going to turn
673 the mic over to, for this dialogue.

674 But what I keep doing and have been doing since day one is thinking: What is this gonna be in 5
675 years and in 10 years if, in fact, the developer or any developer, this developer or any other
676 walked away? Because we know the rights of the developer, a developer to purchase that land.
677 And so what we're looking at, and what I see, as a worse scenario, is desert coming back to the
678 Badlands, the housing values gone, not knowing who will ever buy the property, if there are
679 liens on it, and more litigation and more lawyering (sic) getting involved in it. It might be five
680 years. It might be 10 years. It might be 20 years. So, to me, it's a worse scenario.

681 And do we have someone coming in, and I'm not casting aspersion on any developer, but a
682 developer who does nothing but put up box homes or decides he wants a skateboard park or a
683 zoo there, whatever it's gonna be, if, in fact, this particular developer, with whom everybody's
684 been working, picks up and takes his bag of tricks and leaves, that's what you're looking at. It's a
685 total unknown to start all over again. But it, again, is private and private.

686 Now, because of knowing our staff, and so proud and thank you, Mr. Kaempfer, and I'm sure,
687 Mr. Schreck, Mr. Bice would say the same thing, I had asked specifically of our counsel: Can
688 you go in and not get involved with your opinions? Can you give them the law? Can you give
689 them planning and codes and all of that and try to listen to both sides and help move this
690 forward? We, and I am speaking most specifically, me, want this resolved.

CITY COUNCIL MEETING OF
AUGUST 2, 2017
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691 And as I would meet with Brad Jerbic and Tom Perrigo on a weekly basis or more often, you
692 were making progress. You were making huge project, progress. And every time we'd have one
693 of our Council meeting (sic), the anger, the animosity, the hate, it was, I mean, it was revolting to
694 me. And whether it was one side or the other, it didn't matter. We're a community here, and we
695 should be working to the best resolve. And if you're so full of anger, you need to step aside and
696 let the calm people try to see if this can work out.

697 So, my hope was, in volunteering, probably, I would almost say an excess of hundreds of hours
698 beyond the full day that you're committed to your jobs, that you spent specifically, not only
699 talking with a group of representatives from one side or lawyers from a different side and then
700 back in with private people and then to another meeting and trying to pull everybody together to
701 move this forward, we got pretty close.

Then, I think, Mr. Jerbic, you assured me all the way
702 through this two-year process that we, there's hope out there. We can do this. We can do this.
703 The biggest problem that I kept hearing again, and nobody can accuse me of not knowing
704 lawyers, it's been the lawyers causing these problems every single step of the way and inciting
705 this anger and keeping the dollars comin' in, people having to pay for it. We have so many
706 hungry people in our community that are homeless. We could take those hundreds of thousands
707 of dollars and feed and house our homeless, take care of our veterans instead of continuing this
708 fight.

709 Now, I am at a point that I don't know what the temperature is here, and again, having two new
710 Council people here. But we, I believe, and hearing it from probably both sides, but for sure on –
711 one party's side, fish or cut bait. And I am concerned. And I don't know where those pictures are,
712 Mr. Jerbic, could you show them. Because what is is.

713 This morning when we opened up, a lady came in with her daughter to show us the pictures of
714 all the animals who are escaping to the private properties because there's no water on the larger
715 landscaping. And if, in fact, the developer walks away, the pictures, do you have a before? Can
716 you tell us what you're showing up here? So, 'cause I, this is before. A year ago. Six months ago
717 and now. Same site. Is that the same shot?